

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

October 5, 2015



**Hobbs City Commission
Regular Meeting
City Hall, City Commission Chamber
200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico**

Monday, October 5, 2015 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

John W. Boyd
Commissioner - District 6

A G E N D A

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 21, 2015, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Week of October 4 - 10, 2015, as "*Fire Prevention Week*"

PUBLIC COMMENTS *(For non-agenda items.)*

CONSENT AGENDA *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

3. Resolution No. 6361 - Authorizing the Removal of Outstanding Returned Checks Determined to be Uncollectible *(Toby Spears)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

4. Resolution No. 6362 - Authorizing a 2015 Capital Appropriation Grant Agreement No. 15-0512-STB with the New Mexico Environment Department in the Amount of \$100,000.00 for the Hobbs Wastewater Treatment Facility Digester *(Tim Woomeer)*
5. Resolution No. 6363 - Authorizing a 2015 Capital Appropriation Grant Agreement No. 15-0509-STB with the New Mexico Environment Department in the Amount of \$100,000.00 for the Hobbs Effluent Pipeline Hydrants/Irrigation Improvements *(Tim Woomeer)*
6. Resolution No. 6364 - Authorizing a 2015 Capital Appropriation Grant Agreement No. 15-0510-STB with the New Mexico Environment Department in the Amount of \$350,000.00 for the Hobbs Rockwind Golf Course Effluent Pipeline Improvements *(Tim Woomeer)*
7. Resolution No. 6365 - Authorizing a 2015 Capital Appropriation Grant Agreement No. 15-0511-STB with the New Mexico Environment Department in the Amount of \$150,000.00 for the Hobbs Sewer System and Trunk Line Improvements *(Tim Woomeer)*
8. Consideration of Approval of a Task Order with Molzen-Corbin & Associates to Perform Professional Engineering Services for the Underground Storage/Recovery Feasibility Study in the Amount of \$246,301.98 *(Tim Woomeer)*
9. Resolution No. 6366 - Authorizing an Increase of the Investment Transfer Limit from LGIP (Local Government Investment Pool) to Public Trust Advisors - US Bank *(Toby Spears)*
10. Consideration of Approval to Purchase a New Street Sweeper from Tymco, Inc., through the Houston Galveston Area Council (HGAC) Purchasing Co-Op in the Amount of \$221,140.00 *(Ronny Choate)*

11. Consideration of Approval to Purchase a New Backhoe for Use at the Cemetery and a New Skid Steer Loader for Use in Parks from 4 Rivers Equipment of Hobbs, New Mexico, through Cooperative Educational Services (CES) in the Total Amount of \$133,016.22 (*Doug McDaniel*)
12. Consideration of Approval to Purchase a New John Deere Backhoe Loader for the Utilities Department from 4 Rivers Equipment of Hobbs, New Mexico, through Cooperative Educational Services (CES) in the Amount of \$156,412.30 (*Tim Woomer*)
13. Consideration of Approval to Purchase a New Combination Sewer Cleaning Truck for the Utilities Department from Vac-Con, Inc., through the Houston Galveston Area Council (HGAC) Purchasing Co-Op in the Amount of \$351,053.80 (*Tim Woomer*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:

- ▶ Regular Meeting - ***Monday, October 19, 2015*** at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: October 1, 2015
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of September 21, 2015

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

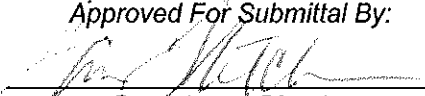
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, September 21, 2015, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting. The Deputy City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Charles Cunningham, Police Captain
Michael Walker, Police Captain
Eric Enriquez, Fire Chief
Shawn Williams, Fire Marshal
Paul Thompson, Fire Captain
Raymond Bonilla, Acting Community Services Director
Manny Marquez, Building Official
Art De La Cruz, Code Enforcement Superintendent
Ron Roberts, Information Technology Director
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Toby Spears, Finance Director
Tim Woomeer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Tanya Sanchez, Accounting Operations Supervisor
Nikki Sweet, Human Resources Director
Nicholas Goulet, Benefits and Safety Coordinator
Ronny Choate, General Services Director
Lindsay Chism, Director of Communications
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Sandra Boltshauser, Record Specialist
Mollie Maldonado, Deputy City Clerk
70 citizens

Mayor Cobb requested that Agenda Item No. 8 Resolution No. 6351 - Authorizing Appointment of a Commissioner to District 3 due to the Resignation of Commissioner Crystal Mullins be moved to "Discussion" on the agenda.

Invocation and Pledge of Allegiance

Commissioner Sena delivered the invocation and Commissioner Calderón led the Pledge of Allegiance.

Approval of Minutes

Commissioner Boyd moved that the minutes of the regular meeting and work session held on September 8, 2015, be approved as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations presented.

Public Comments

Mr. Bryon Marshall invited the Commission and public to attend the 1st Annual Carl and Lois Mackey Juneteenth Scholarship Fund BBQ to be held Saturday, October 3, 2015, at Booker T. Washington Auditorium. He stated BBQ plates will be sold for \$10.00 each to raise funds for the annual scholarship awarded by the Juneteenth Committee.

Mayor Cobb and Commissioner Newman requested that the scholarship recipient attend a Commission meeting to be recognized. Mr. Marshall stated he will inform the Committee of the request.

Ms. Helen Houston clarified recent statements in an article in the Hobbs News-Sun which stated that her grandson was being harassed by the Hobbs Police Department. She thanked Police Chief Chris McCall for helping her with her grandson in the past. Ms. Houston clarified that she just wanted to know the definition of "suspicious activity".

Mayor Cobb expressed appreciation to Ms. Houston for her clarification.

Ms. Renee Carrasco addressed concerns to the Commission regarding four wheelers driving up and down her residential street. Mayor Cobb recommended Ms. Carrasco submit her contact information to Mr. J. J. Murphy, City Manager, and he will contact her to resolve the problem.

Mr. Oscar Gonzales with the Hobbs Hispano Chamber of Commerce thanked the Commission for Lodgers' Tax funding support for the Septiembre Fiesta. He also thanked Commissioners Calderon and Sena for making presentations at the Hobbs Hispano Chamber's Annual Banquet. Mr. Gonzales congratulated Mayor Cobb and RMS Foods for receiving the award of "Business of the Year" by the Hobbs Hispano Chamber and thanked him for supporting the Chamber. Mayor Cobb stated receiving the award is an honor and his employees are excited to be recognized in that manner.

Consent Agenda

Mayor Cobb explained the Consent Agenda and the process for removing an item from the Consent Agenda and placing it under Action Items.

Commissioner Newman moved for approval of the following Consent Agenda Item(s):

Resolution No. 6348 - Authorizing a Cooperative Grant Agreement with the New Mexico Department of Transportation in the Amount of \$77,483.00 for Various Traffic Signal Improvements.

Resolution No. 6349 - Approving the Final Plan for La Paloma Subdivision Unit 5, as Recommended by the Planning Board and Located South of Kansas and East of North Dal Paso, Submitted by Daniel Johncox.

Resolution No. 6350 - Approving the Final Plan for La Paloma Subdivision Unit 6, as Recommended by the Planning Board and Located South of Kansas and East of North Dal Paso, Submitted by Daniel Johncox.

Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

Energy Summit Update. Mayor Cobb stated he attended the Annual Energy Summit in Carlsbad, New Mexico, in the company of Governor Susanna Martinez. He stated a new Energy Policy was introduced by the Governor and the goals are to promote all energy sources to include job creations and the diversification of the key sector of New Mexico economy. Mayor Cobb stated it is great to observe that private gas and oil operators are staying engaged in Hobbs. He stated Exxon is in the process of acquisition in the Permian Basin area.

Presentation of the 2016 Insurance Renewal Summary. Mr. Eric Weinstein with AON Insurance introduced Ms. Lametria Davis and Ms. Charlene Fairchild who assisted in the renewal summary. He stated the Self-Funded Renewal with Blue Cross Blue Shield (BCBS) is +9.4% (\$6,613,382.00 in fixed costs and expected claims). Mr. Weinstein stated it is the recommendation of AON to renew the current Self-Funded coverage through BCBS with no plan changes, other than those mandated by the Affordable Care Act (ACA). He stated the savings of the Self-Funded versus Fully Insured for FY 16 is \$725,416.00. Mr. Weinstein stated the primary healthcare reform impacts the City's medical plan in 2016 which includes embedded maximum OOP, establishing an HPID for reporting to HHS, 1094C/1095 reporting due January 31, 2016, and March 31, 2016 and ACA fees (transitional reinsurance fee and PCORI fee). He stated as a recap of last year's renewal process, the City remained Self Funded with BCBS at a 6.5% increase. He stated the change of the funding in 2014 was advantageous as this continues to be a savings from the fully insured renewal which was 17% increase. He added no changes were made to plan design in 2015 with the exception of the required ACA mandated changes. Mr. Weinstein stated the year to date savings in Self Funding Versus Fully Insured is -162,668.00. He stated TelaDoc was implemented as a value-add, with an estimated annual cost of \$15,386.00. Mr. Weinstein stated this allows members to receive consultative services for acute conditions a no cost to the employee. He stated the Dental Renewal has no increase. Mr. Weinstein stated converting the plan to Self-Funded with Delta Dental in 2015 resulted in a projected decrease of -0.5% over 2014. He stated dental claims are staying right on budget, and projected to remain same in 2016. He added his recommendation is to renew with Delta Dental with no changes to plan design. Mr. Weinstein stated there is a 0% increase on renewal for Life, AD&D, and Supplemental Life Renewal. He stated the renewal is -33.3% for Short-Term and Long-Term Disability Renewal with a two-year rate guarantee until it renews on January 1, 2018. Mr. Weinstein stated the Vision Renewal is 0% increase until it renews on January 1, 2018. He stated there are large claims for FY 16 and the City will be over budgeted in Self-Funded line item. Mr. Weinstein stated the next step is open enrollment, communications and employee education to take place in early November, 2015.

Resolution No. 6351 - Authorizing Appointment of a Commissioner to District 3 due to the Resignation of Commissioner Crystal Mullins. Mayor Cobb stated Ms. Crystal Mullins resigned two weeks ago as District 3 Commissioner and the Commission has received letters of interest and resumes for her replacement. He introduced the candidates as Reverend B. J. Choice, Sr., Mr. John B. Hassen, Mr. Charles Whitely, Ms. Patricia Taylor, Mr. Joseph Cotton II and Ms. Diane Henry. All the candidates were present with the exception of Ms. Henry. Mayor Cobb stated the City Charter does not provide specific guidelines regarding the appointment of a Commissioner due to a vacancy. He stated he will meet individually with each Commissioner to determine the best process for the candidate selection. Mayor Cobb stated that once the Commission has reached a consensus, the candidates will be informed of the method the Commission will be utilizing for the selection.

Action Items

Resolution No. 6352 - Letter of Support of Lifting the Crude Oil Export Ban. Mayor Cobb requested Commissioner Sena to read the resolution regarding the Letter of Support of Lifting the Crude Oil Export Ban. Commissioner Sena read "The City of Hobbs is dedicated and empowered to improve the safety, welfare and quality of life of its citizens'; and the City supports the creation and maintenance of jobs in New Mexico resulting from continued exploration of oil in Lea County and the Permian Basin, and increased drilling activities will enhance economies of Hobbs, Lea County and the State of New Mexico by generating additional taxes, royalties and creating significant economic development; and lifting the crude oil export ban will create opportunities for continued growth of the oil industry in Hobbs, Lea County and the State of New Mexico; and urges its State and Federal delegations to give priority to supporting economic-based legislation of lifting the crude oil export ban".

There being no discussion, Commissioner Boyd moved that Resolution No. 6352 be adopted as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Consideration of Authorizing the Approval of the Summary Subdivision, Suerte Land Division No. 3, Located in Section 17, Township 18 South, Range 38 East, N.M.P.M. and Resolution No. 6353 - Rescinding Resolution 6341 and Approving a Second Development Agreement with Suerte Land Group, LLC. Mr. Murphy stated the these two agenda items are similar in nature regarding the land acquisition for the Health Wellness Learning Center (HWLC) to include the New Mexico Junior College (NMJC) and the Hobbs Municipal School District (HMSD) as equal partners.

In response to Mayor Cobb's inquiry, Mr. Murphy stated the second amended development agreement with Suerte Land Group, LLC, is necessary to clarify responsibilities and conveyance of the HWLC land to meet the needs of the NMJC Bond funding in the amount of \$5 million for the project.

Commissioner Boyd requested Agenda Items #10 and #11 be approved by one motion.

There being no further discussion, Commissioner Sena moved to approve the Summary Subdivision, Suerte Land Division No. 3, Located in Section 17, Township 18 South, Range 38 East, N.M.P.M., and adopt Resolution No. 6353 as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the summary plat, resolution and supporting documents are attached and made a part of these minutes.

Mr. Kevin Robinson, Development Coordinator, stated the next five development agreements are the same in nature, and he would prefer to discuss them as a group.

Resolution No. 6354 - Approving a Development Agreement with Black Gold Estates, LLC Concerning the Development of Market Rate Single-Family Housing Located within Zia Crossing Subdivision.

Resolution No. 6355 - Approving a Development Agreement with ABS Homes, LLC Concerning the Development of Market Rate Single-Family Housing Located within Zia Crossing Subdivision.

Resolution No. 6356 - Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single-Family Housing Located within Zia Crossing Subdivision.

Resolution No. 6357 - Approving a Development Agreement with CRV Investments, LLC, Concerning the Development of Market Rate Multi-Family Housing Located Southwest of the Intersection of East Bender Blvd. and Ranchland.

Resolution No. 6358 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing Located within the Homestead Estates Subdivision.

Mr. Robinson stated all five development agreements are in compliance with Resolution No. 6248 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Program and the Market Rate Housing Site Municipal Infrastructure Extension Incentive Program

for FY 2015. He stated three of the developments will be located at Zia Crossing Subdivision and the remaining two will be located at the Homestead Estate which is located southwest of the intersection of East Bender Boulevard and Ranchland.

In reply to Commissioner Sena's question, Mayor Cobb stated if a motion to approve all five development agreements being proposed is made and seconded, then he would accept a single vote from the Commission and if no second is recommended, then the Commission would vote on each development agreement separately.

Commissioner Sena moved that Resolutions No. 6354, 6355, 6356, 6357 and 6358 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman no, Sena yes, Calderón yes, Buie yes, Boyd no, Cobb yes. The motion carried. Copies of the resolutions are attached and made a part of these minutes.

Resolution No. 6359 - Approving a Development Agreement between Dagger Draw LLC, and the City of Hobbs for the Development of Goings Road. Mr. Todd Randall, City Engineer, stated the City is proposing to enter into a development agreement with Dagger Draw, LLC, concerning the development of Goings Road, an undeveloped roadway located east of Pilot's retail fuel center. He stated the development agreement requires the developer to pay a one-time fair share in the amount of \$22,100.00 to the City for the development of Goings Road. Mr. Randall stated it would extend Goings Road to the developer's north property line adjacent to the public right-of-way.

In response to Mayor Cobb's inquiry, Mr. Randall confirmed that the proposed Goings Road will be located east of Pilot's retail fuel center.

Commissioner Calderón moved that Resolution No. 6359 be adopted as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of Lot 2 within the Hobbs Industrial Airpark South Subdivision, Containing 3.49 Acres +/- to Bridgeway Properties, LLC, for the Purchase Price of \$80,400.00. Mr. Robinson stated this is the first reading of the proposed ordinance to sell a parcel of land comprised of lot 2 within the Hobbs Industrial Airpark South Subdivision, containing 3.49 acres +/- to Bridgeway Properties, LLC, in the amount of \$80,400.00. He stated the City still owns approximately 42 acres +/- in the South Subdivision of HIAP.

There being no discussion and no comments from the audience, Commissioner Calderón moved to publish notice of intent to adopt the proposed ordinance at a later date. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Consideration to Extend the Current Contract with Bravo Lighting, Inc., for the LED Lighting Project to Include Additional City Buildings. Mr. Ronny Choate, General Services Director, stated the City desires to extend the current contract with Bravo Lighting, Inc., to include additional buildings in the LED Lighting Project. He stated this extension will include 35 City buildings and will complete the conversion of all City facilities to LED lighting.

Mr. Brad Natteress with Bravo Lighting, Inc., stated the extended contract will complete all of the City's facilities with LED lighting and will result in energy savings of approximately \$10,000.00 per month.

Commissioner Boyd thanked Mr. Natteress for hiring local workers.

Commissioner Newman moved to accept the extended contract with Bravo Lighting, Inc., in the amount of \$361,549.90 not including gross receipts tax for the LED Lighting Upgrades, as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the agreement and supporting documentation is attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Commissioner Buie praised ABS Homes, LLC, and thanked them for hiring local contractors to work in their development projects. He stated the developers who were approved earlier have already left the meeting but it is his desire for them to hire local contractors as well.

Commissioner Sena thanked the students for their attendance at tonight's meeting.

Commissioner Sena stated he is grateful to Commissioners Calderón and Newman for their support on Traffic Calming. He stated the number one issue in District 2 is speeding. Commissioner Sena stated his district contains numerous schools. Commissioner Sena stated traffic would slow down if the City increased its fines for speeding.

Commissioner Newman echoed Commissioner Buie's remarks regarding developers hiring local contractors.

Commissioner Newman stated the City hosted a Community Contractor and Public Forum and only had five attendees. He stated the public needs to make an effort to attend these meetings in order to be informed on the functions of the City.

Mayor Cobb expressed appreciation to City staff for securing a grant for the Hobbs Police Department's operating cost for the next three years in the amount of \$625,000.00.

Mayor Cobb stated the City received \$6.4 million in gross receipts taxes for the month of August, 2015. He thanked all of the businesses for continuing to support Hobbs and continuing their customer service in the community.

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Calderón seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 6:45 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, The 2015 Fire Prevention Week theme, "Hear the Beep, Where you Sleep"; and

WHEREAS, The City of Hobbs and Hobbs Fire Department are committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, testing smoke detectors is one of the most important aspects of fire prevention; and

WHEREAS, The City of Hobbs' fire personnel are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education.

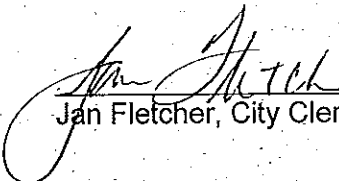
NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the week of October 5, 2015, to be

NEW MEXICO
"FIRE PREVENTION WEEK"

IN WITNESS, WHEREOF, I have hereunto set my hand this 5th day of October, 2015, and cause the seal of the City of Hobbs to be affixed hereto.

Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk





CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

SUBJECT: Removal of outstanding returned checks determined to be uncollectible.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: September 28, 2015
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Returned checks prior to June 30, 2011 resulting from payments made to the City totaling \$1703.62 are deemed uncollectible based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 accounts with balances resulting from activity four years or older are to be removed from the list of accounts receivable of the City of Hobbs.

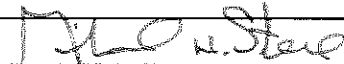
Fiscal Impact:

Reviewed By: 
Finance Department

There is no fiscal impact on a cash basis of accounting as these returned checks have been accounted for as they are returned.

Attachments: Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve the resolution to remove the uncollectible accounts from the list of accounts receivable.

Approved For Submittal By:


Department Director

City Manager

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COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
File No. _____ Denied

CITY OF HOBBS

RESOLUTION NO. 6361

A RESOLUTION AUTHORIZING THE REMOVAL
OF UNCOLLECTIBLE RETURNED CHECKS

WHEREAS, there are several uncollectible returned checks dated prior to June 30, 2011, resulting from various City services totaling \$1703.62; and

WHEREAS, diligent efforts to collect the returned checks has been unsuccessful for a period of more than four years; and

WHEREAS, it is the Finance Director's opinion the accounts are uncollectible; and

WHEREAS, the city desires to remove the uncollectible returned check amount from the accounts receivable, pursuant to Section 3-37-7 NMSA 1978 amended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution on behalf of the City of Hobbs.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2015

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
 NSF Checks Reconciliation - General Fund 001-10090
 08/31/2015

GL Date	Name	nsf amount	payment	nsf Balance	notes
FY2011					
7/8/10	Santa Franco	60.00		60.00	60.00
8/5/10	Juliana Gonzales	102.00		102.00	162.00
8/17/10	Elizabeth Jaramillo	150.00		150.00	312.00
9/1/10	Demetrio Mendoza	75.20		75.20	387.20
9/3/10	Margarita Espinosa	107.00		107.00	494.20
9/13/10	Melissa Arsbob	31.00		31.00	525.20
9/29/10	April Ortega	54.00		54.00	579.20
12/27/2010	Manuel Carrasco	94.00		94.00	673.20
12/31/10	Luis Vazquez	147.00		147.00	820.20
12/31/10	Velma Ramirez	31.00		31.00	851.20
12/31/10	Chad Bishop	16.40		16.40	867.60
1/31/11	Laura Saucedo	29.00		29.00	896.60
2/28/11	Kathryn Hopkinson	94.00		94.00	990.60
4/7/11	Asusena Olivas	80.00		80.00	1,070.60
4/11/11	A to Z Construction	80.00		80.00	1,150.60
5/13/11	Christian V. Lopez	18.00		18.00	1,168.60
5/13/11	Christian V. Lopez	4.00		4.00	1,172.60



City of Hobbs
NSF Checks Reconciliation - MVD 700-10090
08/31/2015

GL Date	Name	NSF Amount	Payment	NSF Balance	GL Balance	Notes
FY2011						
09/01/2009	Catherine Brister	61.00		61.00	61.00	
12/31/2009	N&M Oilfield	404.05		404.05	465.05	Adjusted 11/30/10 after coding to GF
04/30/2010	Rosa Juarez	66.00		66.00	531.05	Adjusted 11/30/10 after coding to GF
05/18/2011	Florence Davis	102.60	(102.63)	(0.03)	531.02	





ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2015

SUBJECT: 2015 Appropriation; 15-0512-STB Hobbs Wastewater Treatment Facility Digester
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: October 5, 2015
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2015 Legislative special appropriation in the amount of \$100,000 has been awarded for the City of Hobbs Wastewater Treatment Facility Digester Improvements. This grant is for professional engineering services to design additional aerobic digestion basins to address current deficiencies and allow for additional capacity including community growth.

A resolution of the City of Hobbs City Commission is required which authorizes the Mayor to sign the grant agreement, and designation of an official representative, including an alternate, who will be point of contact and authorized signatory(s) for reimbursement requests and other documents required by the New Mexico Environmental Department.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

After execution of grant agreement, City will be eligible to submit for reimbursement of actual costs for professional engineering design services, up to the appropriation amount of \$100,000.00. The reversion date for this appropriation is June 30, 2019.

Attachments:

- A Resolution authorizing the Mayor to sign grant agreement 15-0512-STB, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.
- Grant agreement 15-0512-STB; State of New Mexico Department of Environment

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Approve a Resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 15-0512-STB in the amount of \$100,000.00 for the City of Hobbs Wastewater Treatment Facility Digester Improvements and designate the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6362

A RESOLUTION AUTHORIZING THE MAYOR
TO APPROVE 2015 CAPITAL APPROPRIATION PROJECT
15-0512-STB HOBBS WASTEWATER TREATMENT FACILITY DIGESTER

WHEREAS, the City of Hobbs shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Grant Agreement is identified as Capital Appropriation Project 15-0512-STB; and

WHEREAS, the Finance Director and City Clerk, or their successor, will be designated as a point of contact and authorized signatory for reimbursement requests and other documents that may be required;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute, on behalf of the City of Hobbs, Capital Appropriation Project 15-0512-STB.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
15-0512-STB**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and City of Hobbs, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, the Legislature reauthorized an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

15-0512 (\$100,000) APPROPRIATION REVERSION DATE: June 30, 2019

Laws of 2015, Chapter 3, Section 20, Paragraph 24, one hundred thousand dollars (\$100,000), to plan, design and construct wastewater system improvements, including an aerobic digester, at the wastewater treatment facility in Hobbs in Lea county

The Grantee's total reimbursements shall not exceed the appropriation amount one hundred thousand dollars (\$100,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero (\$0), which equals one hundred thousand dollars (\$100,000) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation reauthorization language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Department: NMED
Name: Valerie Trujillo
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg, Room S-2072
PO Box 5469
Santa Fe, NM 87502
Email: valerie.trujillo@state.nm.us
Telephone: (505) 827-2958
FAX: (505) 827-2837

Department: NMED
Name: Andrea Pollock
Title: Project Manager
Address: Construction Programs Bureau
121 Springer Ave., NE, Suite 100
Albuquerque, NM 87102
Email: andrea.pollock@state.nm.us
Telephone: (505) 222-9536
FAX: (505) 222-9510

The Grantee's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-

appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and

until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any

activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation reauthorization in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if

feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

<input type="text"/>	Amendment
No.	_____
Date	_____

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: City of Hobbs

PROJECT NO: 15-0512-STB

The GRANTEE agrees to accomplish the project as described below:

Project is the design of additional aerobic digestion basins and associated biosolids stabilization equipment at the wastewater reclamation facility to address current deficiencies of the existing basins and allow for additional capacity and community growth.

X _____ **X** _____
Official Representative NMED Project Manager Approval

Construction Programs Bureau Signature Page

Project Name:	City of Hobbs
Project Number:	15-0512-STB
Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

Alternate - Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2015

SUBJECT: 2015 Appropriation; 15-0509-STB Hobbs Effluent Pipeline Hydrants/Irrigation
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: October 5, 2015
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2015 Legislative special appropriation in the amount of \$100,000 has been awarded for the City of Hobbs Effluent Pipeline Hydrants/Irrigation Improvements. This grant is for mechanical upgrades and installation of non-potable fire hydrants on the existing 20" effluent pipeline extending south along Hwy 18 to City's inundation basins. Project is also the conversion of irrigation supply water at the Prairie Haven Cemetery from potable water to reclaimed effluent water.

A resolution of the City of Hobbs City Commission is required which authorizes the Mayor to sign the grant agreement, and designation of an official representative, including an alternate, who will be point of contact and authorized signatory(s) for reimbursement requests and other documents required by the New Mexico Environmental Department.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

After execution of grant agreement, City will be eligible to submit for reimbursement of actual costs for construction, up to the appropriations amount of \$100,000.00. The reversion date for this appropriation is June 30, 2019.

Attachments:

- A Resolution authorizing the Mayor to sign grant agreement 15-0509-STB, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.
- Grant agreement 15-0509-STB; State of New Mexico Department of Environment

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Approve a Resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 15-0509-STB in the amount of \$100,000.00 for the City of Hobbs Effluent Pipeline Hydrants/Irrigation Improvements and designate the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

Approved For Submittal By: _____

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6363

A RESOLUTION AUTHORIZING THE MAYOR
TO APPROVE 2015 CAPITAL APPROPRIATION PROJECT
15-0509-STB HOBBS EFFLUENT PIPELINE HYDRANTS/IRRIGATION

WHEREAS, the City of Hobbs shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Grant Agreement is identified as Capital Appropriation Project 15-0509-STB; and

WHEREAS, the Finance Director and City Clerk, or their successor, will be designated as a point of contact and authorized signatory for reimbursement requests and other documents that may be required;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute, on behalf of the City of Hobbs, Capital Appropriation Project 15-0509-STB.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
15-0509-STB**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and City of Hobbs, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, the Legislature reauthorized an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

15-0509 (\$100,000) APPROPRIATION REVERSION DATE: June 30, 2019

Laws of 2015, Chapter 3, Section 20, Paragraph 21, one hundred thousand dollars (\$100,000), to purchase, construct and install hydrants and valves on the Nadine reclaimed effluent pipeline and replace irrigation lines for transmission of reclaimed effluent water to the Prairie Haven cemetery in Hobbs in Lea county

The Grantee's total reimbursements shall not exceed the appropriation amount one hundred thousand dollars (\$100,000) (the "Appropriation Amount") minus the allocation for Art in Public

Places (“AIPP amount”)¹, if applicable, zero (\$0), which equals one hundred thousand dollars (\$100,000) (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation reauthorization language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the Grantee’s legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Department: NMED
Name: Valerie Trujillo
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg, Room S-2072
PO Box 5469
Santa Fe, NM 87502
Email: valerie.trujillo@state.nm.us
Telephone: (505) 827-2958
FAX: (505) 827-2837

Department: NMED
Name: Andrea Pollock
Title: Project Manager
Address: Construction Programs Bureau
121 Springer Ave., NE, Suite 100
Albuquerque, NM 87102
Email: andrea.pollock@state.nm.us
Telephone: (505) 222-9536
FAX: (505) 222-9510

The Grantee's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-

appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and

until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any

activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation reauthorization in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if

feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

<input type="text"/>	Amendment
No.	<input type="text"/>
Date	<input type="text"/>

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: City of Hobbs

PROJECT NO: 15-0509-STB

The GRANTEE agrees to accomplish the project as described below:

Project consists of mechanical upgrades to the existing 20" reclaimed water pipeline originating from the City of Hobbs Waste Water Reclamation Facility (WWRF) and extending south along Hwy 18 approximately 6.5 miles to City's inundation basins. Upgrades include the installation of a pressure sustaining/flow regulating station and installation of approximately 15 reclaimed water hydrants along Hwy 18. Project also consists of discontinuing the use of potable water for irrigation purposes at Prairie Haven Cemetery by extending a reclaimed water pipeline from the adjacent Memorial Park Cemetery.

X

Official Representative

X

NMED Project Manager Approval

Construction Programs Bureau Signature Page

Project Name:	City of Hobbs
Project Number:	15-0509-STB
Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

Alternate - Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2015

SUBJECT: 2015 Appropriation; 15-0510-STB Hobbs Rockwind Golf Course Effluent
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: October 5, 2015
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2015 Legislative special appropriation in the amount of \$350,000 has been awarded for the City of Hobbs Rockwind Golf Course Effluent Pipeline Improvements. This grant is for construction of the 20" reclaimed water pipeline from Mahan Rd to Rockwind Golf Course.

A resolution of the City of Hobbs City Commission is required which authorizes the Mayor to sign the grant agreement, and designation of an official representative, including an alternate, who will be point of contact and authorized signatory(s) for reimbursement requests and other documents required by the New Mexico Environmental Department.

Fiscal Impact:

Reviewed By: _____

Finance Department

After execution of grant agreement, City will be eligible to submit for reimbursement of actual costs for construction, up to the appropriation amount of \$350,000.00. The reversion date for this appropriation is June 30, 2019.

Attachments:

- A Resolution authorizing the Mayor to sign grant agreement 15-0510-STB, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.
- Grant agreement 15-0510-STB; State of New Mexico Department of Environment

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approve a Resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 15-0510-STB in the amount of \$350,000.00 for the City of Hobbs Rockwind Golf Course Effluent Pipeline Improvements and designate the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

Approved For Submittal By:

Tim Woomer
Department Director

J. J. [Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6364

A RESOLUTION AUTHORIZING THE MAYOR
TO APPROVE 2015 CAPITAL APPROPRIATION PROJECT
15-0510-STB HOBBS ROCKWIND GOLF COURSE EFFLUENT

WHEREAS, the City of Hobbs shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Grant Agreement is identified as Capital Appropriation Project 15-0510-STB; and

WHEREAS, the Finance Director and City Clerk, or their successor, will be designated as a point of contact and authorized signatory for reimbursement requests and other documents that may be required;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute, on behalf of the City of Hobbs, Capital Appropriation Project 15-0510-STB.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
15-0510-STB**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and City of Hobbs, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, the Legislature reauthorized an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

15-0510 (\$350,000) APPROPRIATION REVERSION DATE: June 30, 2019
Laws of 2015, Chapter 3, Section 20, Paragraph 22, three hundred fifty thousand dollars (\$350,000), to plan, design and construct pipelines for transmission of reclaimed effluent water to the Rockwind golf course in Hobbs in Lea county

The Grantee's total reimbursements shall not exceed the appropriation amount three hundred fifty thousand dollars (\$350,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero (\$0), which equals three hundred fifty thousand dollars (\$350,000) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation reauthorization language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Department: NMED
Name: Valerie Trujillo
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg, Room S-2072
PO Box 5469
Santa Fe, NM 87502
Email: valerie.trujillo@state.nm.us
Telephone: (505) 827-2958
FAX: (505) 827-2837

Department: NMED
Name: Andrea Pollock
Title: Project Manager
Address: Construction Programs Bureau
121 Springer Ave., NE, Suite 100
Albuquerque, NM 87102
Email: andrea.pollock@state.nm.us
Telephone: (505) 222-9536
FAX: (505) 222-9510

The Grantee's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-

appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and

until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any

activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation reauthorization in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if

feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

<input type="text"/>	Amendment
No.	_____
Date	_____

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: City of Hobbs

PROJECT NO: 15-0510-STB

The GRANTEE agrees to accomplish the project as described below:

Project is construction of approximately 4 miles of 20" reclaimed water pipeline from Mahan Road to Rockwind Golf Course, including two lateral reclaimed water pipelines to the Lovington Hwy Health Trail. This pipeline will convey reclaimed water to be used for irrigation purposes at these facilities and is a continuation of the community's reclaimed water system infrastructure.

X **X**
Official Representative **NMED Project Manager Approval**

Construction Programs Bureau Signature Page

Project Name:	City of Hobbs
Project Number:	15-0510-STB
Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

Alternate - Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 17, 2015

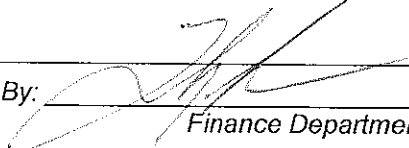
SUBJECT: 2015 Appropriation; 15-0511-STB Hobbs Sewer System & Trunk Line
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: October 5, 2015
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2015 Legislative special appropriation in the amount of \$150,000 has been awarded for the City of Hobbs Sewer System and Trunk Line Improvements. This grant is for the replacement of deteriorating reinforced concrete sewer piping and manholes, identified as Trunk F.

A resolution of the City of Hobbs City Commission is required which authorizes the Mayor to sign the grant agreement, and designation of an official representative, including an alternate, who will be point of contact and authorized signatory(s) for reimbursement requests and other documents required by the New Mexico Environmental Department.

Fiscal Impact:

Reviewed By: 

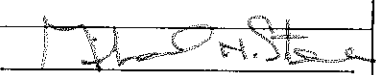
Finance Department

After execution of grant agreement, City will be eligible to submit for reimbursement of actual costs for Trunk F improvements, up to the appropriation amount of \$150,000.00. The reversion date for this appropriation is June 30, 2019.

Attachments:

- A Resolution authorizing the Mayor to sign grant agreement 15-0511-STB, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.
- Grant agreement 15-0511-STB; State of New Mexico Department of Environment

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Approve a Resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 15-0511-STB in the amount of \$150,000.00 for the City of Hobbs Sewer System and Trunk Line Improvements and designate the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 6365

A RESOLUTION AUTHORIZING THE MAYOR
TO APPROVE 2015 CAPITAL APPROPRIATION PROJECT
15-0511-STB HOBBS SEWER SYSTEM & TRUNK LINE

WHEREAS, the City of Hobbs shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Grant Agreement is identified as Capital Appropriation Project 15-0511-STB; and

WHEREAS, the Finance Director and City Clerk, or their successor, will be designated as a point of contact and authorized signatory for reimbursement requests and other documents that may be required;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute, on behalf of the City of Hobbs, Capital Appropriation Project 15-0511-STB.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
15-0511-STB**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and City of Hobbs, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, the Legislature reauthorized an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

15-0511 (\$150,000) APPROPRIATION REVERSION DATE: June 30, 2019
Laws of 2015, Chapter 3, Section 20, Paragraph 23, one hundred fifty thousand dollars (\$150,000), to design and construct improvements to the sewer system, including replacing the major sewer trunk line and manholes, in Hobbs in Lea county

The Grantee's total reimbursements shall not exceed the appropriation amount one hundred fifty thousand dollars (\$150,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero (\$0), which equals one hundred fifty thousand dollars (\$150,000) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation reauthorization language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Department: NMED
Name: Valerie Trujillo
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg, Room S-2072
PO Box 5469
Santa Fe, NM 87502
Email: valerie.trujillo@state.nm.us
Telephone: (505) 827-2958
FAX: (505) 827-2837

Department: NMED
Name: Andrea Pollock
Title: Project Manager
Address: Construction Programs Bureau
121 Springer Ave., NE, Suite 100
Albuquerque, NM 87102
Email: andrea.pollock@state.nm.us
Telephone: (505) 222-9536
FAX: (505) 222-9510

The Grantee's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-

appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and

until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any

activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation reauthorization in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if

feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

<input type="checkbox"/>	Amendment
No.	_____
Date	_____

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: City of Hobbs

PROJECT NO: 15-0511-STB

The GRANTEE agrees to accomplish the project as described below:

Project is the design and replacement of approximately 4000 linear feet of existing 21" and 30" reinforced concrete sewer lines and manholes, identified as Trunk F. Work includes bypass pumping operations and the disposal of deteriorated sewer line.

X _____ **X**
Official Representative **NMED Project Manager Approval**

Construction Programs Bureau Signature Page

Project Name:	City of Hobbs
Project Number:	15-0511-STB
Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

Alternate - Official Representative:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

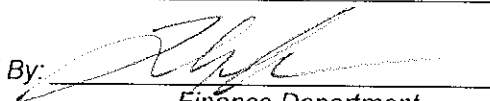
SUBJECT: Professional Engineering Services; Underground Storage/Recovery Feasibility Study
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: September 21, 2015
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

As a component of the City of Hobbs Effluent Reuse Professional Engineering Report (PER), the engineering firm of Molzen Corbin, Inc. developed water balance models that projected 2015 reclaimed water availability and demand based upon historical reclaimed water usage, minimum contractual requirements to S&H Farms, and estimated usage at Rockwind Golf Course. For calendar year 2015, at an average daily wastewater flow of 3.2 MGD (million gallons/day), the model projects a reclaimed water deficit of 13.8 MG (million gallons) occurring during the summer months when irrigation is at its peak, with an excess volume of 316 MG not beneficially utilized during the remaining months. To efficiently manage the excess volume of reclaimed water produced annually and allow for additional irrigation opportunities in the future, future storage capacity in either surface ponds or underground via aquifer recharge are briefly evaluated in the PER.

A scope of work has been developed by the firm of Molzen Corbin to conduct a feasibility study, including pilot testing, to determine the potential of aquifer recharge via surface infiltration on City owned property adjacent to the treatment facility. All infiltration testing will be conducted with potable water and hydrological models will be developed to determine the suitability of the site including the effects of recharge activity on local/regional water levels. As formal regulations are not currently in place regarding aquifer recharge operations, Engineer will coordinate a meeting with the State of New Mexico Office of the State Engineer (OSE), the New Mexico Environmental Department (NMED) and City to discuss project objectives, goals, and obtain feedback on potential regulatory requirements for a future aquifer recharge facility. Prior to finalization, a presentation of feasibility study and pilot testing results will be made to the City of Hobbs Commission for comments and inclusion in the final report.

Fiscal Impact:

Reviewed By: 

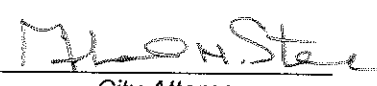
Finance Department

The Not-to -Exceed Amount totals \$246,301.98 is budgeted for FY15-16 within Fund 624062-44901-00037. Bill rates are per RFP 442-12.

Attachments:

Molzen-Corbin & Associates Scope Document – Underground Storage and Recovery Design Feasibility Study (Revised) Table 3-2 and Figure 3-1 (City of Hobbs Effluent Reuse PER Update, January 2015)

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Staff recommends that a task order be issued to Molzen-Corbin & Associates to perform the Professional Engineering Services as identified within Scope Document – Underground Storage and Recovery Design Feasibility Study (Revised) dated September 1, 2015.

Approved For Submittal By:

Jim Woomer
Department Director

J. J. [Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

SCOPE DOCUMENT

City of Hobbs, NM

Underground Storage and Recovery Design Feasibility Study (Revised)

September 1, 2015

At the request of the City of Hobbs, Molzen Corbin is submitting the following scoping document to prepare an Underground Storage and Recovery Design Feasibility Study. Our efforts will address: (1) the suitability of the 80-acre site for aquifer recharge by surface infiltration; (2) chemical compatibility of treated effluent recharge water with storage and recovery operations; (3) impact of recharge and recovery operations on the existing nitrate plume and nearby wells. The study follows the recommendations contained in the City's Effluent Reuse System Preliminary Engineering Report from January 2015. The scope presented herein also reflects discussions with the City including a meeting held on August 11, 2015.

This scoping document provides a description of services, which are expected to involve five tasks outlined below, a breakdown of labor costs, estimated reimbursables (expenses), and a man-hour estimate. Molzen Corbin will be contracting with subconsultant Daniel B. Stephens & Associates (DBS&A) to provide hydrologic services in field investigations, groundwater modeling, and report preparation. DBS&A's proposal is attached to this scope document. With a proposed start date of mid-September, we anticipate that the work can be completed within the City's requested timeframe of March 2016.

1: PREPARE FIELD INVESTIGATION PLAN

Molzen Corbin and DBS&A would attend a kickoff meeting with the City to confirm the project objectives, the location and components of the investigation, and the timeline. Any available data the City has that are pertinent to the project would be collected at that time. The team would then put together a field investigation work plan to detail the project tasks, schedule, quality control and safety procedures. The team will contract the appropriate services for drilling, excavation, survey and laboratory analysis, as well as preparing the necessary permits.

2: PERFORM FIELD INVESTIGATION

The team will execute the field investigation plan. Field activities will include:

- a. Advance exploratory borings to water table
- b. Collect and analyze soil samples
- c. Construct a monitor well
- d. Sample for water quality
- e. Excavate three test pits and perform infiltration tests
- f. Survey borehole locations

The team will coordinate with the City as needed for site access, providing water for construction or testing, and other issues as they arise.

3: GROUNDWATER MODEL

A groundwater model will be constructed to evaluate the hydrologic effects of recharge and recovery operations on local and regional water levels and on the existing nitrate plume. The model will be

MOLZENCORBIN

constructed on the basis of data collected in the field, published information, and other models in the region. The model effort will include constructing the model, calibrating against historic data, and running predictive model scenarios.

4: DESIGN FEASIBILITY REPORT

The team will prepare a draft report that will document the field investigation and results of the analyses, provide conclusions on the feasibility of the site for surface recharge and the impact on local hydrology and the nitrate plume, provide recommendations for the next phases of work, and update preliminary design and construction cost estimates for developing a USR facility. A summary of other ongoing USR projects in New Mexico will be provided. The draft report will be presented to City staff for review and comment. A separate PowerPoint presentation may be made to the City governing body. A final report will be prepared, which incorporates any City comments, and delivered to the City.

In conjunction with report preparation, the team will hold an informal consultation meeting with representatives from the NM Office of the State Engineer and the NM Environment Department to discuss the overall USR project and seek feedback on potential regulatory requirements. We anticipate this meeting will be held in Albuquerque, NM.

5: MONTHLY PROGRESS REPORTING

Molzen Corbin will provide a monthly progress report to the City for the duration of the project. The team also is available for updates by phone conference at the request of the City.

MANHOUR ESTIMATE
Underground Storage and Recovery Feasibility Study
City of Hobbs
Casey Cook

WATER RESOURCES				
No.	Project Task	WR - Principal Engineer	WR - Engineering Intern II	Totals per Task
I. Pre-Design/Study				
1	Kickoff Meeting (Prepare, Travel, Attend)	12.00	2.00	14.00
2	Coordination with Subcontractor	40.00		40.00
3	Coordination with City of Hobbs	10.00		10.00
4	Monthly Progress Meetings (six)	9.00		9.00
5	Monthly Reporting	6.00	6.00	12.00
6	Water Quality Study	4.00	16.00	20.00
7	Engineering Cost Estimates	2.00	6.00	8.00
8	Review Draft Report	6.00		6.00
9	Present Findings to Staff (Prepare, Travel, Attend)	12.00	2.00	14.00
10	Present Findings to Governing Body (Prepare, Travel, Attend)	12.00	2.00	14.00
11	Meeting with NMED, OSE, City (Prepare, Attend)	10.00	2.00	12.00
14	Project Management	12.00		12.00
	Subtotal Hours Pre-Design/Study	135.00	36.00	171.00
	Subtotal Fees Pre-Design/Study	22,950.00	3,780.00	\$26,730.00
	Total Labor Hours	135.00	36.00	171.00
	Standard Billing Rate or Fee	\$170.00	\$105.00	
	Fee Dollars	\$22,950.00	\$3,780.00	\$26,730.00

CONTRACT AMOUNT
Underground Storage and Recovery Feasibility Study
City of Hobbs

Casey Cook

		COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)			
SUBTOTAL LABOR			\$26,730.00
REIMBURSABLE SUBCONSULTANTS			
	Task		
Daniel B. Stephens and Assoc.		\$182,841.00	
Subconsultant Subtotal		\$182,841.00	\$182,841.00
Mark-up (if any)	10%		\$18,284.10
SUBTOTAL ADDITIONAL SERVICES		\$182,841.00	\$201,125.10
REIMBURSABLES			
	<u>Quantity</u>		
In-House Copies	\$0.11 500.00	\$55.00	
In-House Color Copies (8 1/2 x 11)	\$1.00 10.00	\$10.00	
In-House Color Copies (11 x 17)	\$2.00 10.00	\$20.00	
Mileage	\$0.560 2,000.00	\$1,120.00	
Lodging	150 3.00	\$450.00	
Meals - Per Diem (per person /day)	\$46.00 6.00	\$276.00	
Reimbursables Subtotal		\$1,931.00	\$1,931.00
Reimbursable Markup (if any)	0%		\$0.00
SUBTOTAL REIMBURSABLES		\$1,931.00	\$1,931.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES		\$184,772.00	\$229,786.10
NMGRT	7.1875%		\$16,515.88
TOTAL			\$246,301.98



Scope of Services

Design Feasibility for Underground Storage and Recovery Program City of Hobbs, Lea County, New Mexico

Daniel B. Stephens & Associates, Inc. (DBS&A) is providing the proposed scope of services and budget estimate in support of the above-referenced project. We understand that our efforts will be subcontracted through the engineering firm Molzen Corbin & Associates, Inc. (MCI) located in Albuquerque, New Mexico. The 2014 Effluent Reuse System Preliminary Engineering Report prepared jointly by MCI and DBS&A recommended a design feasibility analysis for surface infiltration basins at the 80-acre site. The overall objective is to build an Underground Storage and Recovery (USR) facility capable of recharging the underlying aquifer with up to 0.5 million gallons per day (MGD) of high quality effluent during the winter, and recovering the stored water in the summer. The scope described herein is intended to complete the design feasibility analysis for the proposed USR facility.

Task 1 - Field Investigation Plan

DBS&A anticipates preparation for, travel, and participation in a half-day meeting in Hobbs. The meeting will serve as an initial kickoff with the project team to finalize project objectives, identify locations and components of the field investigation, and determine project schedule. DBS&A will provide written minutes of the meeting, conclusions reached, and agreed upon action items.

It is assumed that teleconference and internet based communication tools will be sufficient for routine correspondence during the course of the project. However, some written documents are needed to ensure the project goes according to plan. This proposal serves as the initial work plan, but a more detailed plan for selected work elements will be developed during the first stage of the project to improve coordination and communication with the City. Documents that will be developed for the project include:

- *Final Field Investigation Work Plan* - This work plan will identify project requirements including the location for borings and test pits, data collection efforts, and chain of command. The plan will describe quality control and documentation procedures for field activities.

As part of the planning process, DBS&A will subcontract drilling, excavation, survey and laboratory services and obtain drilling permits and clearances as needed. The site visit will ensure that there are no utility conflicts with proposed borehole/monitor well/test pit locations and that all accessibility issues and/or problems are addressed. The work plan will be formalized after the site visit.



- *Health & Safety Plan* – This plan will describe health and safety procedures that will be implemented to support the safety of workers, oversight staff, and the general public during construction activities. Emergency communication procedures and route(s) to hospitals will be included in the plan.

Task 2 - Field Investigation

DBS&A will oversee the field investigation, describe subsurface conditions, and determined hydraulic properties through the proposed field testing efforts. The investigation will consist of the following:

- *Advance Exploratory Borings to Water Table.* An investigation of subsurface conditions will be accomplished through exploratory drilling of three boreholes. The selected drilling contractor will be responsible for mobilization of a hollow-stem auger or air-rotary drill rig to each site for collection of information on subsurface conditions to a depth of approximately 100 feet below ground surface (ft bgs).
- *Collect Soil Samples.* As each boring is advanced, soil samples will be collected with a coring device and prepared for hydraulic property determination and chemical analyses. A total of 10 representative soil samples will be submitted to the DBS&A Hydrologic Testing and Research Laboratory in Albuquerque, New Mexico for hydraulic characterization of the unsaturated sediments above the water table (vadose zone). The laboratory will measure saturated hydraulic conductivity (Ksat), porosity, initial moisture content, and bulk density.

Electrical conductivity tests will be performed on soil samples to estimate the quantity of soluble salts present. This information can provide an indication of the potential for degradation of recharge water quality during percolation through the vadose zone present above the aquifer. Approximately eight soil samples from each boring will be submitted to an analytical laboratory for nitrogen species analysis including nitrate/nitrite, ammonia and Total Kjeldhal Nitrogen (TKN).

- *Monitor Well Construction.* One of the boreholes will be completed as a monitor well to establish groundwater conditions adjacent to the proposed location of the recharge facility. The 2-inch nominal monitor well will be constructed of 15 feet of 0.020-inch, machine-cut, flush-threaded well screen with blank casing to the surface. Five feet of the well screen will be above the water table and ten feet will be below the water table.
- *Water Quality Sampling.* Groundwater and treated effluent source water samples will be collected to determine current water quality conditions for the project. Field parameters including pH, specific conductance, oxidation-reduction potential (ORP), dissolved oxygen, and temperature will be monitored during the well purging process. Water quality samples will be collected for analytes determined in the final work plan.

Analytical laboratory results will be compared to the water quality of the treated source water to determine compatibility for underground storage and recovery operations. Estimates of the potential water quality of the recovered water will be calculated from the



mixing of the aquifer water quality with treated effluent quality to determine if additional treatment will be required. The outcome of this effort will be a compilation of existing data and identification of potential water quality concerns.

- *Infiltration Tests.* Three test pits will be excavated to below surface caliche layers present to approximately 20 feet bgs. The surface dimensions will be determined based on water availability for the test and the anticipated rate of infiltration. The tests will be run for a minimum of 8 hours to ensure saturated flow conditions are reached immediately below the pit so a saturated hydraulic conductivity may be calculated. Infiltration data will be compiled and used to calculate the approximate volume of water that may be infiltrated within the area available for recharge operations. Pits will be backfilled once the testing is complete.

If field conditions allow, infiltration tests will also be conducted during advancement of one of the boreholes. Tests will require the drilling contractor to introduce a known volume of potable water through a tremie pipe to the selected test zone and monitoring of hydraulic response until pre-test conditions are reached.

- *Surveying.* The location and elevation of each borehole and test pit will be surveyed relative to state plane coordinates by a New Mexico registered land surveyor.

Task 3 - Groundwater Model

DBS&A proposes to develop a simple groundwater model to evaluate the area of hydrologic effect and issues surrounding management of groundwater having historically high nitrate concentrations. The steps for development of the modeling tool are briefly outlined below.

- *Construct Model.* A numerical model will be developed using existing and site specific data collected during the field investigation. Model construction requires development of a model grid and layers, assignment of aquifer hydraulic properties, and identification and implementation of appropriate boundary conditions. One of several existing regional groundwater models may be used to assist with the determination of boundary conditions for the USR site model.
- *Model Calibration.* DBS&A will iteratively adjust model inputs until the simulation results reasonably match observed conditions. This task will also include a sensitivity analysis to document which model-input parameters are the most important to model results.
- *Predictive Model Runs.* Predictive scenarios for the project will be developed in conjunction with the project team. This will require identification of the time-frame for simulation and required inputs through time, such as the rate and timing of recharge and recovery. The predictive model runs will estimate the effect of USR facility operation on the existing nitrate plume present at the WWTP, and existing wells within the area of hydrologic effect. Particle tracking will be used to simulate advective movement of the recharged and extracted water.



Task 4 - Design Feasibility Report

DBS&A will analyze all of the data collected during the field investigations to determine the suitability of the site for aquifer recharge by surface infiltration. The hydraulic data will be used to determine infiltration rates across the site and to correlate infiltration rates to soil and geologic data. Lithology from the soil borings will be correlated to determine if any low permeability units that may limit surface infiltration reaching the water table are laterally persistent across the site. The collected information and associated technical analysis will be used to update the existing USR facility design concepts and estimated costs.

A draft report with descriptive text, figures, and tables will be prepared for City review. The report will provide a summary of work completed, updated preliminary design and cost estimates, and the implication on development of the USR facility. The report will also provide a summary of aquifer recharge and recovery projects under development by other New Mexico communities and next steps in the permitting process for the Hobbs USR facility.

Once the City has reviewed the draft report, we anticipate holding meetings in Hobbs to cover the findings of the design feasibility study and discuss City comments on the draft report. We anticipate the need for separate presentations to City staff and the governing body. DBS&A will address comments received and incorporate changes within the final report.

A separate meeting will be held with state regulators to summarize project goals and objectives, describe the proposed methods to achieve the project goals, and obtain feedback on potential regulatory requirements for the USR facility. The meeting will allow for open discussion amongst representatives from the Office of the State Engineer (OSE), the New Mexico Environment Department (NMED), and the City. DBS&A has assumed this meeting will be held in Albuquerque, New Mexico.

Schedule and Budget

DBS&A has prepared the attached project schedule and anticipated budget based on information obtained from the City and our past experience with similar projects. We recognize that the City of Hobbs is interested in completing this investigation in a timely fashion. Upon approval of this work plan and notice to proceed, we anticipate that the project can be completed by March 31, 2016.

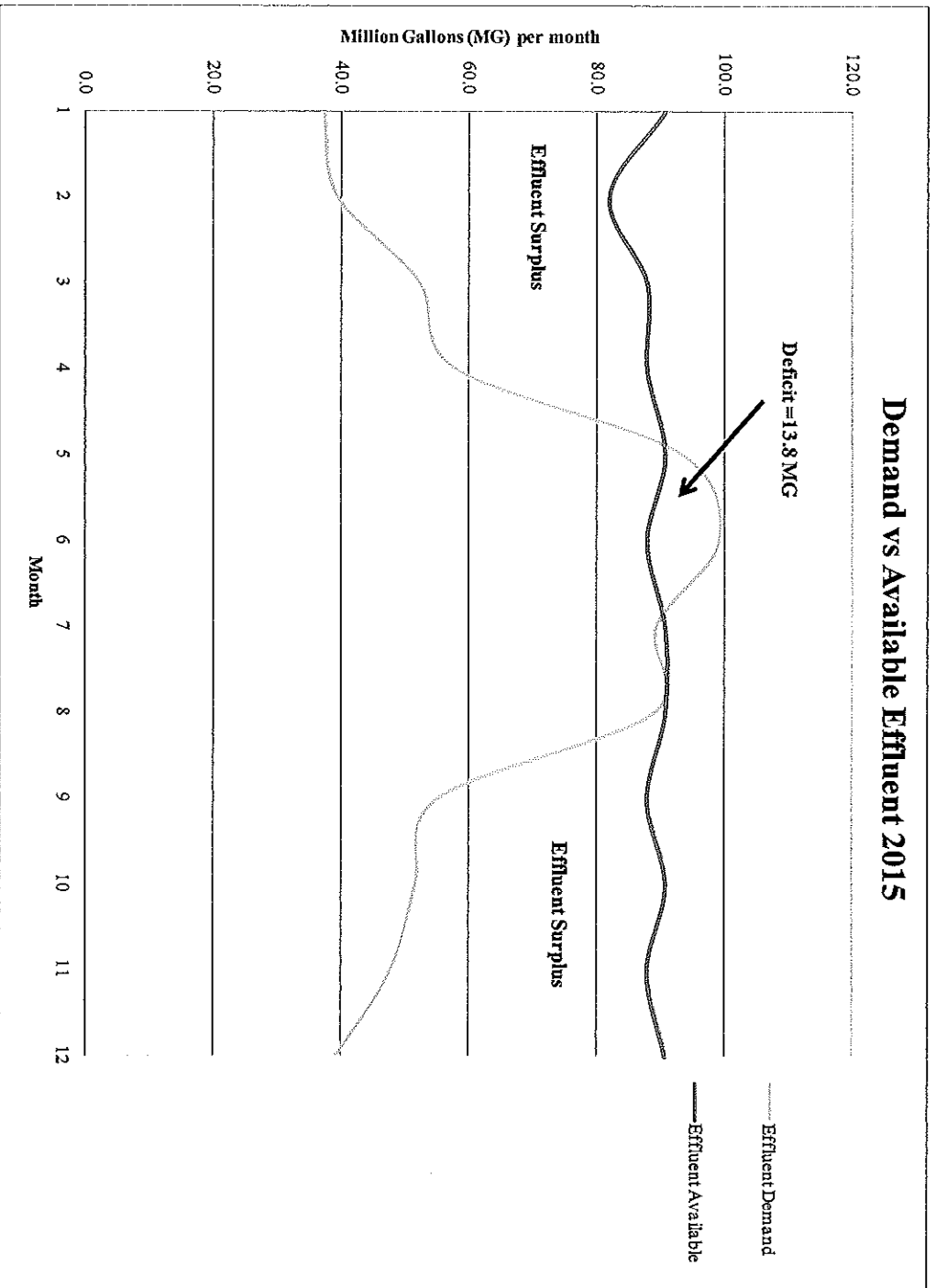
The budget estimate is based on our current understanding of the project requirements and anticipated level of effort. We anticipate that this budget is sufficient to cover the services needed. Costs will not exceed the estimate of \$182,841 (pre-tax) without prior approval of MCI and the City. Any additional professional services requested, if any, will proceed only with advance, written authorization.

City of Hobbs Fee Estimate, Design Feasibility for USR Program

No.	Task	Principal / Project Manager	Senior Engineer / Scientist	Project Engineer / Scientist	Staff Engineer / Scientist	CAD Technician	Tech Editor	Project Assistant	Direct Costs	Total
	Rate	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	Field Investigation Plan									
a.	Develop HASP, work plan, permits	8	5	15		5	2	4	\$ 50	\$ 4,956
b.	Establish subcontracts for drilling, site work	5		10				4	\$ 100	\$ 2,520
c.	Site visit, meeting with City	20							\$ 650	\$ 4,050
	Subtotals:	33	5	25	0	5	2	8	\$ 800	\$ 11,526
2	Field Investigation									
a.	Lithologic logging of boreholes	5	45					2	\$ 21,450	\$ 28,085
b.	Core sample preparation for hydraulic testing	5	20					2	\$ 8,250	\$ 11,760
c.	Collect soil/water quality samples	5		45				2	\$ 8,360	\$ 14,230
d.	Conduct infiltration tests	5		30	40			2	\$ 16,500	\$ 25,560
e.	Surveying				5				\$ 2,750	\$ 3,290
	Misc. field expenses								\$ 5,000	\$ 5,000
	Subtotals:	20	0	95	90	0	0	8	\$ 62,310	\$ 87,945
3	Groundwater Model									
a.	Define model domain	10	25			5		2	\$ 50	\$ 5,985
b.	Compile hydrogeologic framework	5	25	25	25			2	\$ 50	\$ 10,510
c.	Calibrate using water quality and head data	10	50	20	20			2	\$ 50	\$ 11,660
d.	Complete initial model runs	10	50					2	\$ 100	\$ 9,210
	Subtotals:	35	150	45	25	5	0	8	\$ 250	\$ 37,365
4	Design Feasibility Report									
a.	Prepare draft report	45	40	30	25	20	20	5	\$ 285	\$ 24,125
b.	Meeting with City staff	20							\$ 650	\$ 4,050
c.	Presentation to Governing Body	25	15	15	10	10	10	2	\$ 650	\$ 4,210
d.	Finalize report	10						5	\$ 100	\$ 11,660
e.	Meeting with OSE, NMED, and City		55	45	35	30	30	2	\$ 100	\$ 1,960
	Subtotals:	120	210	210	150	40	32	14	\$ 1,765	\$ 46,005
	GRAND TOTAL	208	210	210	150	40	32	38	\$ 65,125	\$ 182,841

Note: Direct costs includes subcontracted drilling, excavation, surveying, and analytical testing (plus 10% markup); and miscellaneous project related expenses (i.e., travel, shipping, equipment use).

**FIGURE 3-1
ESTIMATED DEMAND AND AVAILABLE EFFLUENT 2015**



**TABLE 3-2
2015 HOBBS REUSE SYSTEM ESTIMATED WATER BALANCE**

	2015 Reuse Water Balance (MG)												Total
	January Total Monthly	February Total Monthly	March Total Monthly	April Total Monthly	May Total Monthly	June Total Monthly	July Total Monthly	August Total Monthly	September Total Monthly	October Total Monthly	November Total Monthly	December Total Monthly	
Customers	31.00	28.00	31.00	30.00	62.00	60.00	62.00	62.00	30.00	31.00	30.00	31.00	488.0
Prarie Haven Cemetery	0.32	1.40	3.18	4.42	5.09	6.56	4.28	4.27	4.00	3.13	2.59	0.75	40.0
WWRP Irrigation	0.03	0.14	0.32	0.44	0.51	0.66	0.43	0.43	0.40	0.31	0.26	0.08	4.0
Everglade Cemetery	0.02	0.10	0.24	0.33	0.38	0.49	0.32	0.32	0.30	0.23	0.19	0.06	3.0
Occidental Oil Co.	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	3.92	47.0
Rockwind Golf Course	0.97	4.19	9.54	13.26	15.26	19.69	12.85	12.81	12.00	9.40	7.77	2.26	120.0
MLK Soccer	0.02	0.10	0.24	0.33	0.38	0.49	0.32	0.32	0.30	0.23	0.19	0.06	3.0
Health Walk	0.24	1.05	2.38	3.32	3.81	4.92	3.21	3.20	3.00	2.35	1.94	0.56	30.0
Harry McAdams Park	0.01	0.03	0.08	0.11	0.13	0.16	0.11	0.11	0.10	0.08	0.06	0.02	1.0
Hobbs Country Club*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
NM Junior College	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Construction	0.01	0.03	0.08	0.11	0.13	0.16	0.11	0.11	0.10	0.08	0.06	0.02	1.0
Zia Park Race Track	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
University of the SW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Hobbs High School	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Hobbs Sports Complex	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Del Norte Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Green Meadows Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Red Arbson Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WWRP Ponds	0.13	0.07	0.25	0.31	0.36	0.40	0.33	0.28	0.20	0.17	0.12	0.06	2.7
Occidental Storage	0.02	0.01	0.05	0.06	0.07	0.08	0.06	0.05	0.04	0.03	0.02	0.01	0.5
Ocotillo GC Ponds	0.48	0.27	0.95	1.16	1.36	1.49	1.24	1.03	0.74	0.62	0.46	0.23	10.0
Nadine Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
80 Acre Crop Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total Monthly Effluent Demand	37.2	39.3	52.2	57.8	93.4	99.0	89.2	88.9	55.1	51.6	47.6	39.0	750.2
Net WWTP Effluent Available	90.8	82.0	87.9	87.9	90.8	87.9	90.8	90.8	87.9	90.8	87.9	90.8	1066.3
Effluent Surplus w/o Added Storage or Augmentation	53.6	42.7	35.7	30.1	-2.6	-11.2	1.6	2.0	32.8	39.3	40.3	51.8	316.0



UTILITIES DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9315 tel
575-397-9370 fax

ANNUAL ENGINEERING SERVICES

PROJECT NAME: Effluent Reuse Project, Phase II; Underground Storage and Recovery Design Feasibility Study
CONTRACT NUMBER: RFP 442-12
BUDGET LINE ITEM: 624062-44901- 00037
ENGINEER OF RECORD: Molzen-Corbin; Clayton Ten Eyck, P.E. Vendor# 11782

Scope of Work: Provide professional engineering services to plan and perform field investigations as to the feasibility of an aquifer recharge/recovery system on property adjacent to the Hobbs Wastewater Reclamation Facility, including the hydrological effect of aquifer recharge and recovery activities to local and regional water levels.

Engineer's scoping document, detailed summary of work, and fee estimate dated September 1, 2015, are attached and hereby incorporated.

Total Not to Exceed Cost: \$229,786.10 plus applicable GRT

City of Hobbs

Molzen-Corbin

Sam Cobb, Mayor

Date

Adelmo Archuleta, Owner/CEO

Date

Adelmo Archuleta 09/14/15

J.J. Murphy City Manager

Date

Jan Fletcher, City Clerk

Date

Tim Woomer, Utilities Director

Date

Tim Woomer 09-14-2015



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

SUBJECT: Resolution increasing investment transfer limit from \$40 million(LGIP-Local Government Investment Pool) to \$53 million (Public Trust Advisors -US Bank)
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: September 28th, 2015
SUBMITTED BY: Toby Spears, CPA – Finance Director

Summary:

The City Commission established a US Bank trust account on March 17th, 2014 with a transfer limit of up to \$40 million dollar. The current yield from LGIP (Local Government Investment Pool) is .1073% as compared to .3600% Public Trust Advisors (US Bank). (August 31, 2015 yields) Increasing the investment transfer limit to \$53 million establishes more potential earning power for the City of Hobbs investments. All investments are subject to the City of Hobbs current investment policy.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The City of Hobbs will wire funds periodically for safekeeping and investing. All investments are subject to the City of Hobbs Investment Policy.

Attachments:

Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 6366

A RESOLUTION AUTHORIZING INCREASNG
INVESTMENT TRANSFER LIMIT FROM
LGIP (LOCAL GOVERNMENT INVESMENT POOL)
TO PUBLIC TRUST ADVISORS - US BANK

WHEREAS, the City of Hobbs has previously established a US Bank Trust Account with a transfer limit of \$40 million dollars; and

WHEREAS, the current yield from LGIP is .1073% as compared to .3600% Public Trust Advisors; and

WHEREAS, increasing the investment transfer limit to \$53 million dollars establishes more potential earning power for the City of Hobbs investments; and

WHEREAS, all investments are subject to the City of Hobbs current investment policy;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the Mayor be and hereby is authorized and directed to approve increasing the investment transfer limit to \$53 million dollars.

PASSED, ADOPTED AND APPROVED THIS 5th day of October, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

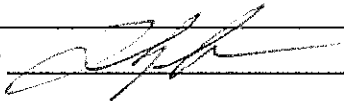
MEETING DATE: October 5, 2015

SUBJECT: Furnish New Street Sweeper

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: September 28, 2015
SUBMITTED BY: Ronny Choate, Director of General Services

Summary:

The City wishes to purchase a new Tymco Street sweeper. The sweeper is available through HGAC Purchasing CO-OP. The City is a member of this Purchasing Co-OP. This sweeper will replace a 2007 Elgin Broom Bear Sweeper. The Elgin is a mechanical sweeper and the new sweeper is a Regenerative Air sweeper.

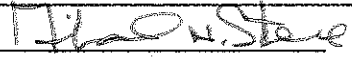
Fiscal Impact: Reviewed By: 

Finance Department

The Sweeper will cost \$221,140.00 including Training and Delivery. The Sweeper is budgeted in 1-0423-43003.

Attachments:

HGAC Contract Pricing Work Sheet.

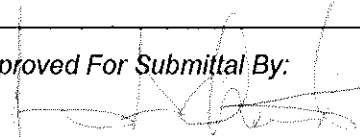
Legal Review: Approved As To Form: 

City Attorney

Recommendation:

Approve the purchase of the Street Sweeper through HGAC.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other [§] _____

File No. _____



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	SW04-14	Date Prepared:	9/22/2015
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Hobbs, NM	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:	Hugh Davis	Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:		Email:	kaye.morgan@tymco.com

Product Code:	BH06	Description:	TYMCO Model 600 Regenerative Air Sweeper
---------------	------	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 95,750.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
Gutter Broom Tilt Adjuster - Left & Right 600022	\$ 1,300.00	Gutter Broom Drop Downs - Left & Right 600081	\$ 1,600.00
COMDEX Package 600021	\$ 4,900.00	600044CAT 290 Water Pump	\$ 1,050.00
High Output Water 600045	\$ 850.00	Abrasion Protection Package 600036	\$ 1,275.00
Pick-Up Head Curtain Lifter 600087	\$ 1,605.00	Hopper Drain 600020	\$ 565.00
Auxiliary Hydraulic System 600053	\$ 1,130.00	Reverse Pick-Up Head System 600082	\$ 410.00
Traffic Directing Light - LED 600823	\$ 1,200.00	Auxiliary Hand Hose - 8" 600035	\$ 1,225.00
John Deere iT4 Auxiliary Engine 600001	\$ 14,000.00	2014 International 4300-DT Chassis 600707	\$ 77,750.00
		Sweeper Deluge 600013	\$ 925.00
High Capacity Dust Separator is standard on HGAC Contract		Broom Assist Pick-Up Head 600064	\$ 4,350.00
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$ 114,135.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Auxiliary Engine Sound Package	\$ 1,000.00	Dump Switch in Cab	\$ 200.00
Hopper Suction Throat Liner w/Flange Wear Liners	\$ 1,500.00	Camera/Monitor System - Rear	\$ 1,500.00
LED Lights - Stop/Turn/Tail/Clearance/Markers	\$ 500.00	2016 IH 4300-DT w/Power Windows UPGRADE	\$ 2,400.00
John Deere Air Filters P/N 22533/22534 - 5 sets	\$ 805.00	Additional Nozzle w/Separate Switch - Hopper	\$ 400.00
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 8,305.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) \$ 218,190.00

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 218,190.00	=	Subtotal D:	\$ 218,190.00
-------------------	---	--------------------------	---------------	---	-------------	---------------

E. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Training - 2 people	\$ 1,000.00		
Freight/PDI/Inservice	\$ 1,950.00		
		Subtotal F:	\$ 2,950.00

Delivery Date: 90-150 Days **G. Total Purchase Price (D+E+F):** \$ 221,140.00

Walker Davis

From: Rick Herdt <rherdt@he-equipment.com>
Sent: Wednesday, September 23, 2015 10:22 AM
To: Walker Davis
Cc: 'john.jansing@tymco.com'; Tony (Micheal) Meis
Subject: RE: Tymco 600
Attachments: Hobbs, NM 9- 22-15 iT4 2014-2016 HGAC Pricing Contract Worksheet.xls; 2015_09_23_11_16_50.pdf

Hugh, the unit comes standard with Wig Wag Amber lights on the rear, to put them on the front will be an additional \$350.

I attached the manufactures contract with HGAC.
If you need anything additional please give me a call.
thx

Rick Herdt
Branch Manager
4010 South 22nd Street
Phoenix, Arizona 85040
Office: 602-232-0600
Mobile: 225-610-8408
Fax: 602-232-0620
Email rherdt@he-equipment.com
Website: <http://www.he-equipment.com>

 **EQUIPMENT SERVICES.**
Equipped to Serve



From: Rick Herdt
Sent: Tuesday, September 22, 2015 2:21 PM
To: 'wdavis@hobbsnm.org'
Cc: john.jansing@tymco.com; Tony (Micheal) Meis
Subject: Temco 600

Hugh, it was nice talking with you. Please see attached quote for the 600 you requested. The quote includes a iT4 Aux Engine. As of right now we still have tier 3 engines available that would save you \$14,000 off the price on the quote attached. Once these engines are gone it will not be an option and we are figuring that we have enough two last us around 10 days the way the orders have been coming in.

Let me know if you have any questions.

Thanks

Rick Herdt
Branch Manager
4010 South 22nd Street
Phoenix, Arizona 85040

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TYMCO, INC.
Waco, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, TYMCO, Inc. hereinafter referred to as the CONTRACTOR, having its principal place of business at 225 East Industrial Boulevard, Waco, Texas 76705.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a Sweeping Equipment Contract to become effective as of April 1, 2014, and to continue through March 31, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Sweeping Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Sweeping Equipment through the H-GAC Contract to END USERS.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SW04-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: SW04-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



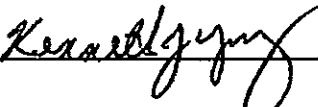
Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Doidre Vick, Director of Public Services
Date: March 12, 2014

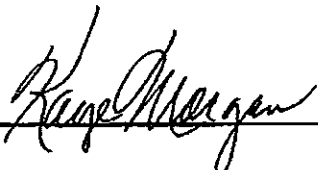
Signed for TYMCO, Inc.
Waco, Texas:



Printed Name & Title: Kenneth J. Young, President

Date: March 6, 2014

Attest for TYMCO, Inc.
Waco, Texas:



Printed Name & Title: Kaye Morgan, Sales/Production Coordinator

Date: March 6, 2014

FORM-D: PRODUCT ITEM BASE OFFERING PRICES (Reflecting 11-14-13 Addendum) SW04-14

Offeror Name: TYMCO, Inc.

Note: Offeror shall not modify this form in any way other than inputting name and pricing. All products listed below are to be considered as Base Units for purposes of this Invitation and any subsequent contract. Offeror shall determine which product codes to bid and shall fill in the H-GAC bid price in the appropriate cell. Additionally, Offeror shall bid a comprehensive list of manufacturer options (and if a normally component, cab-chassis) on Form-E. Unless shown otherwise on this or any other H-GAC specification document, all models shall be priced herein to include the manufacturer standard components and be functional sweepers as priced (less chassis on commercial chassis-mounted designs). All sweeper bodies designed for mounting on commercial cab-chassis shall be priced on this form as inclusive of mounting costs, but exclusive of cab-chassis. By submission of pricing on this form, Offeror agrees to this. Offeror shall refer to Section-B for more details.

BH01	Tymco	<u>210-D</u> : regenerative air sweeper; auxiliary engine: Kubota V2403MT Tier 4i turbocharged diesel, 56 hp; hopper: 2.4 cu.yds.; standard sweep path, max: 98"	\$42,500
BH02	Tymco	<u>210h</u> : regenerative air sweeper; <i>hdrive</i> hydraulic power system; single engine design; BlueLogic Control System; hopper: 2.4 cu.yds.; standard sweep path, max: 98"	\$40,250
BH03	Tymco	<u>435</u> : mid-sized regenerative air sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharged diesel, 56 hp; hopper: 4 cu. yds.; water tank: 150 gallons; standard sweep path, max: 130"	\$63,250
BH04	Tymco	<u>DST-4</u> : mid-sized regenerative air dustless sweeping technology sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharge diesel, 56 hp; hopper: 4 cu. yds.; water tank: 76 gallons; standard sweep path, max: 130"	\$113,500
BH05	Tymco	<u>DST-6</u> : full size regenerative air dustless sweeping technology sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 6 cu. yds.; water tank: 220 gallons; standard sweep path, max: 142"	\$165,350
BH06	Tymco	<u>Model 600</u> : regenerative air sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 142"	\$95,750
BH07	Tymco	<u>Model 500-X</u> : high side dump regenerative air sweeper; auxiliary engine: 115 hp Deere 4045T turbocharged diesel; hopper: 5.7 cu. yds., stainless steel; water tank: 250-gallons; dump height: 2-11'; standard sweep path, max: 142"	\$149,650
BI01	Wayne	<u>Gladiator</u> : mechanical sweeper; auxiliary engine: Kubota 3.6L diesel, 84 Hp; hopper: 5 cu yd. variable height; water tank: 340 gallons; standard sweep path: 144"	
BI02	Wayne	<u>Warrior</u> : mechanical sweeper; single engine (chassis) design; hopper: 7 cu yds. variable height dump; water tank: 300 gallons; standard sweep path: 144"	

Attachment-A

Vendor: TYMCO, Inc
 Contract: SW04-14: Sweeping Equipment

Applicable items are the base unit (Form-D) items listed in the table below, as well any options priced in offeror's Form-E submittal. Each Base Unit line item below shall be turn-key functional systems, ready for operation upon delivery and shall be priced and equipped in a manner consistent with H-GAC's SW04-14 specification requirements.

HGAC PRODUCT CODE	MFGR	MODEL	PRICE
BH01	Tymco	<u>210-D</u> : regenerative air sweeper; auxiliary engine: Kubota V2403MT Tier 4i turbocharged diesel, 56 hp; hopper: 2.4 cu.yds.; standard sweep path, max: 98"	\$42,500
BH02	Tymco	<u>210h</u> : regenerative air sweeper; <i>hdrive</i> hydraulic power system; single engine design; BlueLogic Control System; hopper: 2.4 cu.yds.; standard sweep path, max: 98"	\$40,250
BH03	Tymco	<u>435</u> : mid-sized regenerative air sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharged diesel, 56 hp; hopper: 4 cu. yds.; water tank: 150 gallons; standard sweep path, max: 130"	\$63,250
BH04	Tymco	<u>DST-4</u> : mid-sized regenerative air dustless sweeping technology sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharge diesel, 56 hp; hopper: 4 cu. yds.; water tank: 76 gallons; standard sweep path, max: 130"	\$113,500
BH05	Tymco	<u>DST-6</u> : full size regenerative air dustless sweeping technology sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 6 cu. yds.; water tank: 220 gallons; standard sweep path, max: 142"	\$165,350
BH06	Tymco	<u>Model 600</u> : regenerative air sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 142"	\$95,750
BH07	Tymco	<u>Model 500-X</u> : high side dump regenerative air sweeper; auxiliary engine: 115 hp Deere 4045T turbocharged diesel; hopper: 5.7 cu. yds., stainless steel; water tank: 250-gallons; dump height: 2-11'; standard sweep path, max: 142"	\$149,650
CD01	Tymco	<u>HSP</u> : regenerative air high speed performance runway sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 120"	\$102,750



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

SUBJECT: CONSIDER C.E.S. PURCHASE OF BACKHOE FOR USE AT CEMETERY AND SKID STEER LOADER FOR USE IN PARKS FROM 4 RIVERS EQUIPMENT IN HOBBS, NEW MEXICO IN THE AMOUNT OF \$133,016.22.

DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: September 28, 2015
SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

4 Rivers Equipment, located at 2400 W. Bender Blvd. in Hobbs, New Mexico holds a C.E.S. contract for the purchase of heavy equipment. (C.E.S. RFP 2015-009) This C.E.S. contract will be used to purchase a backhoe for use at the Cemetery and a skid steer loader for use in Parks.

The backhoe that is currently in service at Prairie Haven Memorial Cemetery was purchased in 2007 and maintenance logs show that a total of \$5,226 has been spent on a total of twenty-five (25) repairs. There are funds available that were budgeted in the Cemetery's current budget to fund the purchase of a new backhoe. This item was also one of the Cemetery Board's priority items for equipment and projects at the Cemetery during FY 2016. A \$62,802.75 C.E.S. discount applies on this item for a total price of \$79,091.25.

The skid steer loader that is currently in service by the Parks Division was purchased in 2000 and is currently at the Garage ready for auction. There are funds available that were budgeted in the Parks Division current budget to fund the purchase of a new skid steer loader. A \$15,405.22 C.E.S. discount applies on this item for a total purchase price of \$53,924.77.

Fiscal Impact:

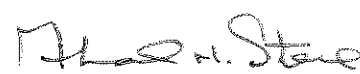
Reviewed By: 
Finance Department

- Budget Line Items:
 - 19-4019-43006: \$79,091.25 (Backhoe/Cemetery)
 - 01-0320-43006: \$53,924.77 (Skid Steer Loader/Parks)
- Total \$133,016.22**

Attachments:



- Copy of City of Hobbs Requisition/Quote Forms
- Quotation/Proposal Forms from 4 Rivers Equipment
- Copies of C.E.S. RFP 2015-009 Award

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends the C.E.S. purchase of a backhoe for use at the Cemetery and a skid steer loader to be used in Parks from 4 Rivers Equipment in Hobbs, New Mexico in the amount of \$133,016.12.

Approved For Submittal By:

Department Director

City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____



2301 Candelaria Blvd. NE
Albuquerque, NM 87107
505-884-2900

11323 Rojas
El Paso, TX 79936
918-598-1133

1109 Troy King Road
Farmington, NM 87401
505-326-1101

2400 W. Bender Blvd.
Hobbs, NM 88240
575-392-6923

125 John Deere Drive
Fort Collins, CO 80524
800-525-2920

1100 E. Cheyenne Rd.
Colorado Springs, CO 80906
800-364-3029

685 Enterprise Drive
Pueblo West, CO 81007
800-333-0850

3763 Monarch Street
Frederick, CO 80516
800-490-6162

Customer Name: City of Hobbs/Cemetary		Date: 8/25/2015
Customer Street:		Phone:
Customer City, State, ZIP: Hobbs NM 88240		
Sales Rep: Anthony Espinoza	Office: 575-392-6923	Expected Delivery: 30-45 days
Terms: TBD	Cell: 575-392-6527	

	DESCRIPTION	Serial Number	PRICE
1	2015 310L backhoe, FT4 2WD machine, extendahoe w/ 2 stk backhoe Ctrls, single lever loader, block heater, ride ctrl, radio, 1000lb ctr weight, Cab w/ Heat and A/C, std lighting.	TBD	\$136,232.00
		CES DISCOUNT	(\$62,802.75)
	Subtotal:		\$73,429.25
	* 36" ditching bucket		\$1,600.00
	* CES participation Fee		\$1,362.00
	* Factory Freight		\$1,500.00
	Subtotal:		\$77,891.25
	OPTIONS		
	3 year/3000 hour PT and Hyd extended warranty	optional	\$1,200.00
	Total Sale price:		\$79,091.25

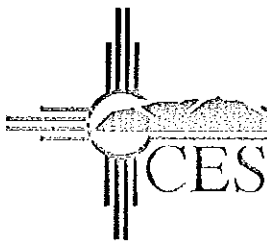
1. Machines in Inventory are subject to prior sale.
2. Trade Allowances based on condition at time of inspection.
3. Delivery quotes contingent upon availability from our suppliers
4. Above prices are good for 30 days.

Accepted By: _____

Quoted By: _____

Anthony Espinoza - Branch Manager

Quotation/Proposal



COOPERATIVE EDUCATIONAL SERVICES

**Cooperative Educational Services
RFP 2015-009 Final Award**

June 25, 2015

Please find the final award recommendations, subject to final contract negotiations, for CES' RFP 2015-009. Pursuant to New Mexico Statutes Annotated 1978, 13-1-172, any Offeror has until Friday, July 10, 2015 by 5:00 p.m. to submit a written protest.

Category – Heavy Equipment, Parts, Accessories, Supplies, Lease, Rental and Related Services Regions 1, 3, 5, 6, 7, & 8				
Vendor	Total Points Received		Regions Awarded	Notes
	With Preference	Without Preference		
4 Rivers Equipment	676	676	Regions 1, 3, 5, 6, 7, & 8	John Deere
Titan Machinery	567	567	Regions 1, 3, 5, 6, 7, & 8	Case, Alamo, Schwarze and Interstate Trailers
Rocky Mountain Power	551	501	Regions 1, 3, 5, 6, 7, & 8	Generac Generators, Transfer Switches, Mobile Generators and Light Towers

Category – Heavy Equipment, Parts, Accessories, Supplies, Lease, Rental and Related Services Regions 2 & 4				
Vendor	Total Points Received		Regions Awarded	Notes
	With Preference	Without Preference		
4 Rivers Equipment	655	655	Regions 2 & 4	John Deere
MCT Industries	644	594	Regions 2 & 4	Rental of Construction Equipment and Trailers Only
Titan Machinery	550	550	Regions 2 & 4	Case, Alamo, Schwarze and Interstate Trailers
Rocky Mountain Power	542	492	Regions 2 & 4	Generac Generators, Transfer Switches, Mobile Generators and Light Towers

"Your New Mexico Procurement Partner Since 1979"

Also attached are the Technical and Cost Evaluation Reports. If you have any questions or need additional information, please contact my office at 505-344-5470 or by email at bids@ces.org.

Sincerely,

COOPERATIVE EDUCATIONAL SERVICES

John N. Tortelli

John N. Tortelli, Procurement & Contract Specialist

CITY OF HOBBS REQUISITION/QUOTE FORM
 (Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

Req 11201830

6671

TO: CPO
 FROM: *PRCA*
 DATE: *9-14-15*
 VENDOR NAME:
 ADDRESS:
 PHONE/FAX NO:

1) *4 Rivers Equipment*
 2)
 3)

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	<i>2015 John Deere 328E 78" Bucket 48" Forks</i>						
			<i>\$53,924.77</i>				
	TOTAL AMOUNT		<i>\$53,924.77</i>				
	DELIVERY DATE						
	ESTIMATED SHIPPING CHARGES						

CHECK ONE: ~~STATE CONTRACT / GSA CONTRACT~~ CONTRACT NO. *CE5 RFP 2015-009* EXPIRATION DATE
 SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.
 AWARD TO: *4 Rivers Equipment* POINT OF CONTACT: *Anthony Espinoza* (If new vendor make sure address is on this form)
 If lowest price is not recommended, please state why (subject to approval by CPO)

Account No. *01-0320-43006* Prepared By: *Wade Whitehead* Department Approval: *Dwight Jones*
 WHITE-CPO PINK-Department



"Your Working Partner"

2301 Candelaria Blvd. NE
Albuquerque, NM 87107
505-884-2900

11323 Rojas
El Paso, TX 79936
918-598-1133

1100 Troy King Road
Farmington, NM 87401
505-326-1101

2400 W. Bender Blvd.
Hobbs, NM 88240
575-392-6923

125 John Deere Drive
Fort Collins, CO 80524
800-525-2920

1100 E. Cheyenne Rd.
Colorado Springs, CO 80906
800-364-3029

685 Enterprise Drive
Pueblo West, CO 81007
800-333-0850

3763 Monarch Street
Frederick, CO 80516
800-490-6162

Customer Name: City of Hobb/Cemetary		Date: 9/9/2015	
Customer Street:		Phone:	
Customer City, State, ZIP: Hobbs NM 88240			
Sales Rep: Anthony Espinoza	Office: 575-392-6923	Expected Delivery:	30-45 days
Terms: TBD	Cell: 575-392-6527		

	DESCRIPTION	Serial Number	PRICE
1	2015 John Deere 328E skid steer loader, EH ISO pattern control, 2 speed, 14x17.5 brawler tires, High flow hyds, 3" seat belt, manual quick tach, mechanical suspension seat, Reversing fan drive, horn, back up alarm, Precleaned Rear view mirror, keyless start, 78" Hd bucket	TBD	\$64,188.01
	CES Discount	24%	(\$15,405.12)
	Subtotal:		\$48,782.89
	CES Fee	1%	\$641.88
	Factory delivery		\$1,100.00
	Total:		\$50,524.77
	48" Heavy Duty Fork attachment	option	\$1,800.00
	3year/3000 Hr Pt and Hyd extended warranty	option	\$1,600.00
	3 year Maintenance/ Service agreement w travel	option	\$6,253.00
			#53,924.77

1. Machines in inventory are subject to prior sale.
2. Trade Allowances based on condition at time of inspection.
3. Delivery quotes contingent upon availability from our suppliers
4. Above prices are good for 30 days.

Accepted By: _____

Quoted By: _____

Anthony Espinoza - Branch Manager

Quotation/Proposal



COOPERATIVE EDUCATIONAL SERVICES

**Cooperative Educational Services
RFP 2015-009 Final Award**

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"Your New Mexico Procurement Partner Since 1979"

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Sincerely,

COOPERATIVE EDUCATIONAL SERVICES

John N. Tortelli

John N. Tortelli, Procurement & Contract Specialist



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

SUBJECT: The Purchase of a New John Deere 710K Backhoe Loader
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: September 24, 2015
SUBMITTED BY: Todd Ray, Utilities Superintendent

Summary:

Purchase a new 710K John Deere Backhoe Loader for a total of \$156,412.30. The 710K will be equipped with the John Deere Power Tech Plus 6.8L Engine, Mechanical Front Wheel Drive with Limited Slip Differential, a Ultra Cab with Dual Doors and Air Conditioning, Extendable Dipperstick and Auxiliary Hydraulics, Pilot Control with Pattern Selection, 24" Rear Bucket, and a Three-Function Clamshell Front Loader. This new unit will replace unit# 0518, a 410J John Deere Backhoe Loader that will be sent to auction.

Fiscal Impact: \$156,412.30


Reviewed By: 
Finance Department

This John Deere 710K Backhoe Loader is included in the City of Hobbs 2016 Fiscal Budget, under line item 61-4061-43015.

Attachments:

C.E.S. Contract Pricing Sheet. Contract No. 2013-021-929-010 RVE
4Rivers Equipment Specification Details

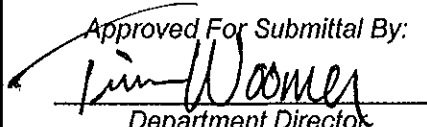
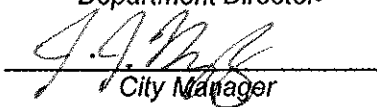
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve the purchase of a John Deere 710K Backhoe Loader from 4Rivers Equipment through a C.E.S. Contract in the amount of \$156,412.30.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Approved _____	Denied _____
Other _____	File No. _____



"Your Working Partner"

2301 Candelaria Blvd. NE
Albuquerque, NM 87107
505-884-2900

11323 Rojas
El Paso, TX 79936
918-598-1133

1100 Troy King Road
Farmington, NM 87401
505-326-1101

2400 W. Bender Blvd.
Hobbs, NM 88240
575-392-6923

125 John Deere Drive
Fort Collins, CO 80524
800-525-2920

1100 E. Cheyenne Rd.
Colorado Springs, CO 80906
800-364-3029

685 Enterprise Drive
Pueblo West, CO 81007
800-333-0850

3763 Monarch Street
Frederick, CO 80516
800-490-6162

Customer Name: City of Hobbs		Date: 9/3/2015
Customer Street: 200 E. Broadway		Phone: 915-497-5735
Customer City, State, ZIP: Hobbs NM. 88240		
Sales Rep: Robert Masales	Office:	Expected Delivery: 6-8 Weeks ARO
Terms: CASH	Cell: 575-441-8368	

DESCRIPTION	Serial Number	PRICE
1 New 710K ** Per Attached Specifications **	N/A	\$244,224.01
Less C.E.S. Discount of 46%		(\$112,343.04)
SUBTOTAL		\$131,880.97
FACTORY FREIGHT		\$3,128.00
C.E.S. 1% FEE		\$1,318.00
B.O.E., STROBE AND LABOR		\$790.00
WALK AROUND AND SAFETY		\$300.00
TOTAL		\$137,416.97
WARRANTY: STD 1 Yr. FULL MACHINE		
OPTIONAL 24 Mo. Or 1000 Hr. PT + Hyd.		\$1,378.66
OPTIONAL 36 MO. Or 1500 Hr. PT + Hyd.		\$1,545.33
OPTIONAL 1500# Breaker W/ CHISEL		\$17,450.00

1. Machines in inventory are subject to prior sale.
2. Trade Allowances based on condition at time of inspection.
3. Delivery quotes contingent upon availability from our suppliers
4. Above prices are good for 30 days.

Accepted By: _____

Quoted By: ROBERT MASALES

QUOTATION/PROPOSAL



JOHN DEERE

Equipment Details

Dealership: ROBERT MASALES
 4 RIVERS EQUIPMENT, LLC
 2400 WEST BENDER
 HOBBS, NM 88240
 Phone: 5753926923

Date September 03, 2015

All amounts are displayed in USD

710K BACKHOE LOADER

Code	Description	Qty	List Price
02X0T	710K BACKHOE LOADER		\$189,985.00

Options

Required Items:

1700	<p>JDLink Ultimate Cellular for the Americas, excluding Costa Rica Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.</p> <p>JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.</p> <p>Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.</p> <p>Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.</p>	1	In Base Price
2401	<p>English Decals with English Operator and Safety Manuals Includes English decals installed and English language operator's manual and parts book</p>	1	In Base Price
1095	<p>John Deere PowerTech Plus (PowerTech PVX) 6.8L (414 Cu. In.) Meets IT4 and Stage IIIB Emissions 130 Net Peak hp</p>	1	\$9,022.00

	Turbocharged Wet Sleeve Cylinder Liners Serpentine Belt with Automatic Belt Tensioner Vertical Spin-On Engine Oil Filter Spin-on Fuel filter with Water Separator Dual Safety Element Dry-Type Air Cleaner With Evacuator Valve Muffler, Underhood with Vertical Curved Exhaust Stack Self-cleaning exhaust aftertreatment system Glow plugs Electronically Controlled, Variable Speed Cooling Fan		
3085	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 4F/3R Powershift Transmission Includes drive shaft guard. Includes torque converter with electrically actuated twist grip TCL in 1st through 4th gears.	1	In Base Price
4915	Goodyear 21L-28 R-4 14 PR Rear; Firestone 15-19.5 SS-1 12 PR Front Tires 90 in. (2.29 m) overall tread width	1	No Charge
2085	Ultimate Cab with Dual Doors and Air Conditioning Tinted safety glass Deluxe interior trim Headliner Molded floor mats 26,000 BTU air conditioning (recommend ordering either H.D. bumper or counterweights) CFC free R134a refrigerant 40,000 BTU heater/defroster/pressurizer (3-speed) Air Suspension, Fabric, Swivel Seat with: Fully Adjustable Lumbar Adjustment and Arm Rests 3 in Seat Belt with retractor Sun Visor AM/FM/WB with CD Radio Tilt Steering Wheel Front 2-speed wiper and washer and rear 1-speed wiper (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflectors	1	\$13,230.00
5095	Extendible Dipperstick and Auxiliary Hydraulics Seven-function hydraulics Includes 6th function with left foot pedal for cylinder-actuated attachments less plumbing Selective flow control valve (9,13,16,18,22, 26, 30 and 35 GPM) for one-way flow 1000-3000 PSI adjustable Flow control auxiliary plumbing with foot switch Extended stabilizers with pin-lock reversible pads Requires code 8490 counterweight	1	\$17,488.00
5285	Pilot Controls, Two Lever, with Pattern Selection	1	In Base Price
5696	24" (610 mm) Wide, Heavy-Duty, 11.0 Cu. Ft. (8.4 M3) Capacity Bucket	1	\$2,352.00

	Bucket includes TK Teeth		
7075	Three-Function Loader Hydraulics, Single Lever Single lever loader control with electro-hydraulic auxiliary control For multi-purpose bucket and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.	1	\$3,150.00
8490	1400 lbs. (653 kg.) Counterweight Recommended for extended backhoe or standard backhoe with aux. hydraulics.	1	\$1,634.00
7685	1.3 Cu. Yd. (1.00 Cu. M.) Multipurpose Bucket - 96 In. (2.44 M) Bucket Width with Two Lift Loops Does not include bolt-on cutting edges and skid plates 96-in. (2.44 m) wide. Pre-Punched for (8) tooth shanks OR T126774 Reversible Bolt-On Cutting Edge. Two built-in lift loops. Requires Code 7075, Three Function Hydraulics.	1	\$6,910.00
Optional Items:			
9045	Chrome Exhaust Extension	1	\$173.00
9210	Left Side Console Storage with Cup Holders	1	\$79.00
9515	Diagnostic Oil Sampling Ports Requires engine code 1085 or 10B5 or 1095. Includes 4 ports: Engine oil Engine coolant Transmission oil Hydraulic oil	1	\$201.00
AT313589	Beacon/Strobe Ready Wiring Kit Kit for aftermarket Beacon or Strobe light Kit does not include Beacon	1	\$34.00
AT313592	Rotating Beacon Kit	1	\$257.00
Configuration Total:			\$244,515.00

Summary

Equipment Totals (Includes "Other Charges")	Qty	Each	Extended
710K BACKHOE LOADER	1	\$244,515.00	\$244,515.00

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2015

SUBJECT: The Purchase of a New Combination Sewer Cleaning Truck
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: September 24, 2015
SUBMITTED BY: Todd Ray, Utilities Superintendent

Summary:

Purchase of a new VAC-CON Sewer Cleaning Truck for the amount of \$351,053.80. The truck will be a Freightliner with a Cummings engine and have tandem axles. The Vacuum System will be a PD (Positive Displacement) Pump with an 8" vacuum intake hose mounted on a 270 degree rotation boom, which will be going into a 12 yard debris tank. The Jet Cleaner will be located on the front of the truck with a hose reel capacity of 600ft. of 1" hose that will rotate with joystick mounted beside the reel. Water pump will supply 60gpm/2,000psi and be powered by an 110HP auxiliary diesel engine. The color will be white with blue striping and lettering.

Fiscal Impact: \$351,053.80


Reviewed By: 
Finance Department

This Combination Sewer Cleaning Truck is included in the City of Hobbs 2016 Fiscal Budget, under line item 61-4061-43015

Attachments:

HGAC Buy Contract Pricing Sheet. Contract No. SC01-15
VAC-CON Specification Detail

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve the purchase of a Combination Sewer Cleaning Truck from VAC-CON INC. through the attached HGAC Buy Contract in the amount of \$351,053.80.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:		0%
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)				
Quantity Ordered:	1	X Subtotal of A + B + C:	\$354,602.00	= Subtotal D: \$354,602.00
E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges				
Description		Cost	Description	
Delivery		\$2,525.00		
DISCOUNT		-\$6,073.20		
			Subtotal E: -\$3,548.20	
Delivery Date:		F. Total Purchase Price (D+E):		\$351,053.80

H-GAC FORM E - OPTIONS PRICING

B044

Offeror Name: VAC-CON, INC.
Invitation No.: SC01-12 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			Offered Price	Qty	Total
B044	B044	Description					
	B044-1	Ball Model, includes the following			VPD3550H/1000	1	165,942.00
		Standard Equipment:			DUAL ENGINE PD COMBINATION UNIT 9 CU YD		
		Vacuum System (as specified by Model Number) Vacuum Drive Hydrostatic Drive 315' Cor-Ten Steel Debris Tank - (size as specified by model number) Full opening rear door Hydraulic rear door locks, with door grabber with safety latch 8" Butterfly valve with 10' layflat hose Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down Polyethylene water tank - 10 year warranty Automatic Vacuum Breaker and overflow protection 8" vacuum intake hose Boom travel lift down 4 Way hydraulic boom with 270 deg. Rotation and joystick controls Front mounted 600' capacity (1" hose) hydraulic hose reel 60 gpm/2000 psi water pump system Water pump drive: Minimum 510HP auxiliary diesel 600' High pressure jet rodder hose (1" or 3/4") Manual hose rewind guide Hose guide (Tiger Tail) 30' leader hose 20 gpm at 600 psi wash down hand gun with 33' of hose and nozzle Sealed and locking tool box (es) (as indicated by model number) 1) each sanitary and penetrator nozzles 20 6" aluminum intake pipe(1-3', 1-5', 1-6', and 1-6 1/2' nozzle) 100 lighting DuPont Iron 6000 Polyurethane Paint Debris body flush out system Front revolving light with limb guard Hose footage counter Back up alarm 12 month standard warranty - see certificate for details					



	Models	Description	Additional Information	Offered Price	Qty	Total
	B044-2	PD3550H/850 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive, Cyclone Separator, 5 CY debris Tank, 850 Gal H2O, 4X2 and Rolling Bogies	\$ (73.00)		
	B044-3	PD3590H/850 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive, Cyclone Separator, 9 CY Debris Tank, 850 Gal H2O, 4X2 and Rolling Bogies	\$ (2,554.00)		
	B044-4	PD3550H/1000 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive, Cyclone Separator, 5 CY Debris Tank, 1000 Gal H2O, 4X2 and Rolling Bogies	\$ (897.00)		
	B044-5	PD3590H/1000 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 9 CY Debris Tank, 1000 Gal H2O, 4X2	\$ (897.00)		
	B044-6	PD3511HE/1000 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$ 8,816.00		
	B044-7	PD3511HE/850 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$ 7,169.00		
	B044-8	PD3511HE/1300 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$ 12,004.00		
	B044-9	PD3511HE/1500 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$ 17,049.00		
	B044-10	PD3512HE/850 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$ 10,358.00		
	B044-11	PD3512HE/1000 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$ 12,004.00		
	B044-12	PD3512HE/1300 (624 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$ 16,944.00		

H-GAC 'FORM E' - OPTIONS PRICING		B044			
Offeror Name:	VAC-CON, INC.				
Invitation No.:	SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
B044-13	PD3512HE/1500 (824 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$	21,990.00	
B044-14	PD3516HE/1300 (824 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive, Cyclone Separator, 16 CY Debris Tank with Flat style rear door, 1300 Gal H2O, 6X4. Consult Factory on Rear Axle Requirements, Extended Frame	\$	28,815.00	
B044-15	PD3516HE/1500 (824 at 18")	Includes: Roots 624 PD Blower Free Air up to 3670 CFM (2650 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 16 CY Debris Tank with Flat style rear door, 1500 Gal H2O, Extended Frame, 6X4. Consult Factory on Rear Axle Requirements. Cannot be used with High Dump	\$	33,702.00	
B044-16	PD3650H/850 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000CFM at 18" HG), Hydrostatic Drive 3600 cfm at 16" and Cyclone Separator, 5 CY Debris Tank, 850 Gal H2O, 4X2 and Rolling Bogies	\$	836.00	
B044-17	PD3650H/1000 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000CFM at 18" HG), Hydrostatic Drive 3600 cfm at 16" and Cyclone Separator, 5 CY Debris Tank, 1000 Gal H2O, 4X2 and Rolling Bogies	\$	2,485.00	
B044-18	PD3690H/850 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 9 CY Debris Tank, 850 Gal H2O, 4X2	\$	(1,647.00)	
B044-19	PD3690H/1000 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 9 CY Debris Tank, 1000 Gal H2O, 4X2	\$	-	
B044-20	PD3611HE/850 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$	8,064.00	
B044-21	PD3611HE/1000 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$	9,713.00	
B044-22	PD3611HE/1300 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$	15,013.00	1 \$ 15,013.00
B044-23	PD3611E/1500 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$	17,945.00	
B044-24	PD3612HE/850 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$	12,162.00	
B044-25	PD3612HE/1000 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$	13,809.00	
B044-26	PD3612HE/1300 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$	17,740.00	
B044-27	PD3612HE/1500 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$	22,898.00	
B044-28	PD3616HE/1300 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 16 CY Debris Tank with Flat Style Rear Door, 1300 Gal H2O, 6X4. Consult Factory on Rear Axle Requirements, Extended Frame	\$	29,710.00	
B044-29	PD3616HE/1500 (824 at 18")	Includes: Roots 824 RCS PD Blower Free Air up to 5197 CFM (4000 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 16 CY Debris Tank with Flat Style Rear Door, 1500 Gal H2O, Extended Frame, 6X4. Consult Factory on Rear Axle Requirements. Cannot be used with High Dump.	\$	34,611.00	
B044-30	PD4250H/850 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 5 CY Debris Tank, 850 Gal H2O, 4x2 and Rolling Bogies	\$	4,460.00	

H-GAC Product Code		Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
H-GAC "FORM E" - OPTIONS PRICING					B044	
Offeror Name:		VAC-CON, INC.				
Invitation No.:		SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services				
	B044-31	PD4250H/1000 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 5 CY Debris Tank, 1000 Gal H2O, 4X2 and Rolling Bogies	\$	6,109.00	
	B044-32	PD4290H/850 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 9 Cy Debris Tank, 850 Gal H2O, 4X2	\$	1,978.00	
	B044-33	PD4290H/1000 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 9 CY Debris Tank, 1000 Gal H2O, 4X2	\$	3,625.00	
	B044-34	PD4211HE/850 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$	11,688.00	
	B044-35	PD4211HE/1000 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$	13,333.00	
	B044-36	PD4211HE/1300 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$	16,521.00	
	B044-37	PD4211HE/1500 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 11 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$	21,569.00	
	B044-38	PD4212HE/850 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 850 Gal H2O, 6X4, Extended Frame	\$	15,785.00	
	B044-39	PD4212HE/1000 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame	\$	17,709.00	
	B044-40	PD4212HE/1300 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame	\$	21,478.00	
	B044-41	PD4212HE/1500 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 12 CY Debris Tank, 1500 Gal H2O, Extended Frame, 6X4. Cannot be used with High Dump.	\$	26,495.00	
	B044-42	PD4216HE/1300 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 16 Cy Debris Tank with Flat Style Rear Door, 1300 Gal H2O, 6X4. Consult Factory on Rear Axle Requirements, Extended Frame	\$	33,333.00	
	B044-43	PD4216HE/1500 (827 at 18")	Includes: Roots 827 RCS PD Blower Free Air up to 6000 CFM (4500 CFM at 18" HG), Hydrostatic Drive and Cyclone Separator, 16 CY Debris Tank with Flat Style Rear Door, 1500 Gal H2O, Extended Frame, 6X4. Consult Factory on Rear Axle Requirements. Cannot be used with High Dump.	\$	38,219.00	
	B044-44	PD1212HE/1500 (721 at 27" or 16")	Includes: Roots 721 DVI PD Blower Free Air up to 3658 CFM (1600 CFM at 27" HG or 3300 CFM at 16" HG), Hydrostatic Drive and Cyclone Separator	\$	40,162.00	
	B044-45	PD1212HE/1300 (721 at 27" or 16")	Includes: Roots 721 DVI PD Blower Free Air up to 3658 CFM (1600 CFM at 27" HG or 3300 CFM at 16" HG), Hydrostatic Drive and Cyclone Separator	\$	35,146.00	
	B044-46	PD1212HE/1000 (721 at 27" or 16")	Includes: Roots 721 DVI PD Blower Free Air up to 3658 CFM (1600 CFM at 27" HG or 3300 CFM at 16" HG), Hydrostatic Drive and Cyclone Separator	\$	31,099.00	
	B044-47	Mounting Charge	Required for Every Vehicle	\$	2,416.00	1 \$ 2,416.00
	B044-48	Booms		\$	-	
	B044-49	6' Aluminum Telescoping Boom with Pendant Control Station		\$	8,235.00	
	B044-50	10' Aluminum Telescoping Boom with Pendant Control Station		\$	12,360.00	1 \$ 12,360.00
	B044-51	6' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station	10" Boom Inlet, Boom and Elbow with 10" to 8" Adapter & 8" hose	\$	14,203.00	
	B044-52	10' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station	10" Boom Inlet, Boom and Elbow with 10" to 8" Adapter & 8" hose	\$	18,327.00	
	B044-53	Blower Drives		\$	-	
	B044-54	Hydrostatic Drive		\$	8,814.00	
	B044-55	Split Shaft PTO		\$	-	1 \$
	B044-56	High Volume Hydrostatic Drive Upgrade		\$	10,569.00	

Offeror Name:		H-GAC 'FORM E' - OPTIONS PRICING		B044
Invitation No.:		SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services		
H-GAC Product Code	Offeror's or MFR's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)	Optional Price if Hydrostatic Drive is Included in Base Price	
	B044-57	High Volume Hydrostatic Drive Upgrade when Hydrostatic is included in base machine price	\$ 1,758.00	
		Hose Reels		
		Description	Additional Information	
	B044-58	Front Mounted, Fixed, Standard	\$ -	
	B044-59	Front Mounted, Fixed, 800' (1") Capacity	\$ 3,150.00	
	B044-60	Front Mounted, Articulating to Driver Side (Std Pivot)	\$ -	
	B044-61	Front Mounted, Articulating to Driver Side, 800' (1") Capacity	\$ 15,963.00	1 \$ 15,963.00
	B044-62	Front Mounted, Articulating to Passenger Side (Reverse Pivot)	\$ 12,253.00	
	B044-63	Front Mounted, Articulating to Passenger Side, 800' (1") Capacity	\$ 15,403.00	
	B044-64	Rear Mounted, Articulating Hose Reel	\$ 12,227.00	
	B044-65	Rear Mounted, Articulating Hose Reel, 800' Capacity	\$ 15,363.00	
	B044-66	Front Mounted Swivel Hose Reel, 600' (1") Capacity	\$ 8,789.00	
	B044-67	Rear Mounted Swivel Hose Reel, 600' (1") Capacity	\$ 8,525.00	
		Hose Reel Options		
		Description	Additional Information	
	B044-68	Pivoting Shield / Lexan	\$ 2,500.00	
	B044-69	Hose Reel Shield / Lexan	\$ 1,519.00	
	B044-70	Hose Reel Cage	\$ 1,050.00	
	B044-71	Automatic Power Guide (711-50627), Includes electronic footage for either Omnibus or Non-Omnibus units.	\$ 4,903.00	
	B044-72	Electro Magnet for outrigger leg	\$ 4,399.00	
	B044-73	Pinch Roller for Automatic Level Wind	\$ 2,079.00	
		Water Systems		
		Description	Additional Information	
	B044-74	30 gpm/3000 psi Pump - 10 cylinder WSG-1068 Gas	\$ -	
	B044-75	30 gpm/3000 psi Pump - FMC / Hydro-Excavation Package	\$ -	
	B044-76	60 gpm/2000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	1 \$ -
	B044-77	65 gpm/2000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	
	B044-78	60 gpm/2500 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	
	B044-79	50 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	
	B044-80	80 gpm/2000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	
	B044-81	80 gpm/2500 psi Pump - 10-Cylinder WSG-1068 Gas	\$ 8,817.00	
	B044-82	60 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	
	B044-83	65 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ -	
	B044-84	80 gpm/3000 psi Pump - 10-Cylinder WSG-1068 Gas	\$ 8,817.00	
	B044-85	120 gpm/2000 psi Water System (includes 500' x 1 1/2" Hose & 800' Capacity Reel) - 10-Cylinder WSG-1068 Gas	\$ 21,875.00	
		Water Systems Options		
		Description	Additional Information	
	B044-86	Winter Recirculating System for Rodder Hose	\$ 933.00	
	B044-87	Winter Recirculating connection for low pressure circuit.	Requires winter recirculating system for rodder hose. \$ 234.00	
	B044-88	Winter Recirculating connection for high pressure circuit.	Requires winter recirculation system for rodder hose. \$ 402.00	
	B044-89	Arctic Winter Recirculating System for rodder hose, includes plumbing to upper water tanks.	\$ 1,172.00	
	B044-90	Air Purge System	\$ 755.00	1 \$ 755.00
	B044-91	Drivers Side Hand Gun Connection	\$ 271.00	
	B044-92	Rear Hand Gun Connection	\$ 271.00	
	B044-93	Front Bumper Hand Gun Connection	\$ 315.00	
	B044-94	Pre-Tank Water Filter (In-Line)	\$ 315.00	
	B044-95	Pre-Tank Water Filter (Y-type)	\$ 842.00	
	B044-96	2 1/2" Water Drain Gate Valve Assembly (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	Note: cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one. \$ 265.00	
	B044-97	1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)	Note: cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one. \$ 412.00	1 \$ 412.00
	B044-98	Automatic Continuous Fill System	\$ 1,976.00	
	B044-99	Folding Spray Bar Assembly with In Cab Controls	\$ 3,407.00	
	B044-100	Variable Flow Valve (Valve Only) - nozzles required	\$ 389.00	
	B044-101	50' Capacity Retractable Handgun Hose Reel	Hose Included \$ 1,951.00	1 \$ 1,951.00
	B044-102	100' Capacity Handgun Hose Reel	Hose Included \$ 3,253.00	
	B044-103	Water Ring Assembly (inlet mounted)	\$ 2,003.00	
	B044-104	Pulsation Feature for Water Pump	\$ 3,243.00	
	B044-105	Lateral Cleaning Kit w/150' x 1/2" Hose w/Nozzle, Dolly style mounts	\$ 2,874.00	
	B044-106	Lateral Cleaning Kit w/200' x 1/2" Hose w/Nozzle, Permanently Mtd, Electronically Controlled	\$ 5,309.00	
	B044-107	Lateral Cleaning Kit w/400' Hose w/Nozzle, Permanently Mtd, Hydraulically Controlled	\$ 6,641.00	
	B044-108	Hydroexcavation package includes: 50' retractable handgun hose reel with 50' of 1/2" high pressure hose, HP/Quick disconnect, heavy duty HP unloader valve, main control ball valve, 48" x 1/2" stainless steel lance with pistol grip.	\$ 5,349.00	
	B044-109	Street Flusher, 450 GPM, air actuated spray heads, includes water and debris tanks tied together	Consult factory for adaptability for Single Engine Design \$ 30,140.00	
	B044-110	Auxiliary Engine Driven Hydraulics	\$ 4,170.00	
	B044-111	Water Pump Remote Oil Drain	\$ 244.00	
	B044-112	1,200,000 BTU Diesel Fired Boiler	667-0030 \$ 21,034.00	
	B044-113	410,000 BTU Diesel Fired Boiler	667-0039 \$ 17,870.00	
	B044-114	FMC Water Pump Option: 30/3000, 60/2000, 65/3000, 80/2000, 80/2500	Replaces standard Giant water pump \$ 1,957.00	

H-GAC 'FORM E' - OPTIONS PRICING		B044		
Offeror Name:	VAC-CON, INC.			
Invitation No.:	SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)		
Water Systems Accessories				
		Description	Additional Information	
B044-115		Hand Gun Assembly, Low Pressure	Hand Gun Only - no hose	\$ 280.00
B044-116		Hand Gun Assembly with 25' of 3/4" hose, Low Pressure		\$ 578.00
B044-117		10' Hand Gun Hose Extension		\$ 102.00
B044-118		25' Hand Gun Hose Extension		\$ 236.00
B044-119		30' Hand Gun Hose Extension		\$ 276.00
B044-120		50' Hand Gun Hose Extension		\$ 359.00
B044-121		Water Ring (Ring Only)		\$ 422.00
B044-122		Hand Gun Bracket Assembly		\$ 63.00
B044-123		Hand Gun Assembly (2) Handle with Adjustable Spray		\$ 523.00
B044-124		Water Cooler Rack		\$ 277.00
B044-125		Cam-locks for Water Fill Hose		\$ 216.00
B044-126		Cam-locks for Rear Drain Hose		\$ 304.00
B044-127		Additional Water Tank Sight Gauge (Drivers Side)		\$ 165.00
B044-128		72" x 1/2" Stainless Steel Lance with Adjustable Grip, Single Forward Chisel Jet	711-30902	\$ 1,049.00
B044-129		48" x 1/2" Stainless Steel Lance with Adjustable Grip, (4) Forward Jet Chisel	711-30901A	\$ 718.00
B044-130		72" x 1/2" Stainless Steel Lance with Adjustable Grip, (4) Forward Jet Chisel	711-30902A	\$ 740.00
B044-131		48" x 1/2" Stainless Steel Lance with Adjustable Grip, Turbo "Rotating" Nozzle	711-30901T	\$ 829.00
B044-132		72" x 1/2" Stainless Steel Lance with Adjustable Grip, Turbo "Rotating" Nozzle	711-30902T	\$ 829.00
B044-133		51" x 1/2" Stainless Steel Lance with Adjustable 90 Degree Handle, Single Forward Jet Chisel	711-30903	\$ 1,159.00
B044-134		51" x 1/2" Stainless Steel Lance with Adjustable 90 Degree Handle, (4) Forward Jet Chisel	711-30903A	\$ 1,131.00
B044-135		51" x 1/2" Stainless Steel Lance with Adjustable 90 Degree Handle, Turbo "Rotating" Nozzle	711-30903T	\$ 1,243.00
Jet Rodder Hose				
		Description	Additional Information	
B044-136		400' x 3/4" 3000 psi/7500 psi - Standard		\$ -
B044-137		500' x 3/4" 3000 psi/7500 psi - 100' extra		\$ 402.00
B044-138		600' x 3/4" 3000 psi/7500 psi - 200' extra		\$ 804.00
B044-139		700' x 3/4" 3000 psi/7500 psi - 300' extra (non-continuous)		\$ 1,206.00
B044-140		800' x 3/4" 3000 psi/7500 psi - 400' extra (non-continuous)		\$ 1,607.00
B044-141		1000' x 3/4" 3000 psi/7500 psi - 600' extra (non-continuous)		\$ 2,410.00
B044-142		400' x 1" 2500 psi/6250 psi		\$ -
B044-143		500' x 1" 2500 psi/6250 psi - 100' extra		\$ 402.00
B044-144		600' x 1" 2500 psi/6250 psi - 200' extra	Standard	\$ -
B044-145		700' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)	Requires large hose reel	\$ 1,206.00
B044-146		800' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)	Requires large hose reel	\$ 1,607.00
B044-147		400' x 1" 3000 psi/7500 psi		\$ 581.00
B044-148		500' x 1" 3000 psi/7500 psi - 100' extra		\$ 1,163.00
B044-149		600' x 1" 3000 psi/7500 psi - 200' extra		\$ 1,715.00
B044-150		700' x 1" 3000 psi/7500 psi - 300' extra (non-continuous)	Requires large hose reel	\$ 2,002.00
B044-151		800' x 1" 3000 psi/7500 psi - 400' extra (non-continuous)	Requires large hose reel	\$ 2,819.00
B044-152		500' x 1 1/4" 2500 psi/6250 psi	Standard on 120 gpm water system	\$ -
B044-153		800' x 3/4" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose	\$ 3,465.00
B044-154		800' x 1" continuous 2500 psi/6250 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose	\$ 3,465.00
B044-155		800' x 1" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only	Cobra Rodder Hose	\$ 4,676.00
Spare Rolls of Jet Rodder Hose				
		Description	Additional Information	
B044-156		400' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi	\$ 1,616.00
B044-157		500' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi	\$ 2,031.00
B044-158		600' Spare Roll of Jet Rodder Hose	3/4" 3000 psi or 1" 2500 psi	\$ 2,414.00
Debris Body Options				
		Description	Additional Information	
B044-159		Debris Body / Power Flush System, 8 jets		\$ 1,753.00
B044-160		Flush Out connection for rear door valve		\$ 470.00
B044-161		Centrifugal Compressor Fan Flush Out System		\$ 1,086.00
B044-162		Hydraulic Rear Door Opener, removes door grabber	Removes door grabber	\$ 3,411.00
B044-163		Water & Debris Tanks Tied Together		\$ 2,065.00
B044-164		6" Knife Valve, Lower Rear Door Mounted with Cam-Lock		\$ 1,818.00
B044-165		6" Knife Valve with lever action, in Lieu of 5" Butterfly Valve		\$ 662.00
B044-166		8" Knife Valve, Lower Rear Door Mounted		\$ 1,969.00
B044-167		6" Air operated knife valve/Front Drivers Side Mounted		\$ 2,192.00
B044-168		Debris Tank Inspection Hatch, 8" w/steps & handles		\$ 696.00
B044-169		Rear, Hydraulic Pump Off System, 200 GPM w/20' lay flat Hose		\$ 6,382.00
B044-170		Rear, Hydraulic Pump Off System, 350 GPM w/20' lay flat Hose		\$ 8,505.00
B044-171		Rear, Hydraulic Pump Off System, 400 gpm with 20' lay flat hose		\$ 8,505.00
B044-172		Rear, Hydraulic Pump Off System, 450 gpm with 20' lay flat hose		\$ 11,485.00
B044-173		Rear, Hydraulic Pump Off System, 575 GPM w/20' lay flat Hose		\$ 11,485.00

H-GAC 'FORM E' - OPTIONS PRICING		B044			
Offeror Name:	VAC-CON, INC.				
Invitation No.:	SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	B044-174	Gravity Drain System: plumbing to mid-passenger side of unit, allowing return of liquids to the manhole	\$	1,699.00	
	B044-175	Front gate valve, for use with Gravity Drain Option		Must Choose Gravity Option	\$ 329.00
	B044-176	High Dump Option, Single Axle (9 Yard)		Includes: Rear Hydraulic Door Opener	\$ 14,866.00
	B044-177	High Dump Option, Tandem Axle		Includes: Rear Hydraulic Door Opener	\$ 18,676.00
	B044-178	Ceramic Coating in Debris Tank, Single Axle			\$ 4,194.00
	B044-179	Ceramic Coating in Debris Tank, Tandem Axle			\$ 5,593.00
	B044-180	A [Flt] Style Rear Door Ho Dome Style Door Including Hydraulic Opener will be provided	\$	4,895.00	1 \$ 4,895.00
	B044-181	Rear splash guard (6 - 8 O'clock) - tank mounted	\$	1,718.00	1 \$ 1,718.00
	B044-182	Rear splash guard (3 - 9 O'clock) - tank mounted		\$ 1,887.00	
	B044-183	Rear Splash Shield Diamond Plate Aluminum		\$ 3,333.00	
	B044-184	Water Tank Side Panels, Diamond Plate Aluminum		\$ 1,537.00	
	B044-185	Vacuum Enhancer, Fan or PD, Air Operated		\$ 4,394.00	
	B044-186	Vibrator, Electric		\$ 3,818.00	
	B044-187	Screen assembly over rear drain port in lieu of bar weldments		\$ 402.00	
	B044-188	Wear Plate, Swing Style		\$ 933.00	
	B044-189	Rubber pad on standard deflector		\$ 459.00	
	B044-190	Electric Vibrator		\$ 3,818.00	
	B044-191	Wear Plate to cover entire rear door, with hinge		\$ 905.00	
	B044-192	Built In Body Prop - Rear Boom Support Mounted		\$ 423.00	
		Electrical Options			
		Description		Additional Information	
	B044-193	Inspector Cam Camera System with DVR Recording Device	\$	33,930.00	
				Includes monitor with sun shield, pivot style, self-leveling camera with 6 in-12 in camera roller slides, 600 ft. of video cable mounted on a hydraulic reel, independent hydraulic circuit for hydraulic camera reel, automatic level wind with footage counter, DVR recording device mounted in monitor, memory card, power cable and scan disc reader, and keyboard for data entry.	
	B044-194	Low Water Alarm with Light		\$ 458.00	
	B044-195	Body Load Limit Alarm, Level Indicator		\$ 616.00	
	B044-196	Rear Axle Load Limit Alarm		\$ 834.00	
	B044-197	Front Axle Load Limit Alarm		\$ 834.00	
	B044-198	Auxiliary Engine Kill Switch (Vandalism Protection)		\$ 119.00	
	B044-199	Safety Shut Down Switch for Boom		\$ 159.00	
	B044-200	Vacuum Breaker Override Switch (Vacuum & Drive)		\$ 159.00	
	B044-201	Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant control for boom or Hi-Dump.		Replaces Standard Pendant	\$ 4,194.00 1 \$ 4,194.00
	B044-202	4 Way Pendant Control Station		\$ 461.00	
	B044-203	6 Way Pendant Control Station (Spere)		\$ 461.00	
	B044-204	Grounding Cable with Screw Clamp & 25' of Cable		\$ 460.00	
	B044-205	Hi Dump pendant control station with 25' cable		\$ 373.00	
	B044-206	Back Up Alarm		(Standard on Vac-Con 11450 Pool Trucks)	\$ 1 \$
	B044-206.1	Remove Back Up Alarm		\$ (247.00)	
	B044-207	Back Up camera with color monitor, rear camera head		\$ 1,574.00	
	B044-208	OmniBus-2 Electronic Control System-Color Monitor	\$	3,445.00	1 \$ 3,445.00
				A state-of-the-art OmniBus electronic control system with electronic joystick and color monitor, will be supplied mounted on hose reel. The system performs numerous functions for boom, auxiliary engine (if supplied), hose reel and vehicle control, etc. which are electronically monitored on screen.	
	B044-209	OmniBus Footage Counter		For use with OmniBus System	\$ 1,512.00 1 \$ 1,512.00
	B044-210	OmniBus Hydraulic Electronic Engagement		For use with OmniBus feature	\$ 1,172.00 1 \$ 1,172.00
	B044-211	Grounding Mat		\$ 882.00	
	B044-212	Pole Camera	\$	14,395.00	
				Trio-vision Portable Pole Camera TVS-10, with laser distance measuring, is designed for fast inspection/diagnosis of industrial tanks, vessels, and pipes. Single-operator, spring-loaded, lightweight, extendable carbon fiber, telescopic pole. Vest houses a control box, MP5 with 4.3" screen and battery pack. Cam zoom is 432:1, high-intensity discharge lighting, waterproof to IP68 and pole goes to a 25 foot depth.	
	B044-213	Omni-View - Data Logging and Telematics System		Requires OmniBus Option	\$ 8,240.00
		Lighting Options			
		Description		Additional Information	
	B044-214	Revolving Light with guard, Mirror Mounted		Indicate Driver Side or Passenger Side	\$ 565.00
	B044-215	Revolving Light with Guard, Rear Debris Tank Door Mounted		Standard	\$ 1 \$
	B044-215.1	Remove revolving light with guard, rear debris tank door mounted			\$ (565.00)
	B044-216	Strobe Light, Mirror Mounted, with Umb Guard		Please Indicate Drivers Side or Passenger Side	\$ 629.00
	B044-217	Strobe Light with Umb Guard, Rear Debris Tank Door Mounted			\$ 629.00
	B044-218	Mirror Mounted LED Strobe Light with Umb Guard		Please Indicate Driver Side or Passenger Side	\$ 836.00
	B044-219	LED strobe with Umb Guard, Rear Debris Tank Mounted			\$ 836.00
	B044-220	LED 4 Strobes - (2) front bumper / (2) rear bumper			\$ 1,725.00
	B044-221	LED Arrow Board, Rear Debris Tank Door Mounted			\$ 2,252.00
	B044-222	Arrow Stick			\$ 1,393.00
	B044-223	LED Arrow stick			\$ 2,331.00 1 \$ 2,331.00

H-GAC FORM E - OPTIONS PRICING		B044			
Offeror Name:	VAC-CON, INC.				
Invitation No.:	SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services				
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
	B044-224	Arrow Board, D.O.T., WANCO, Rear Debris Tank Door Mounted	\$	5,899.00	
	B044-225	Hand Held Spot Light	\$	408.00	
	B044-226	Hand Held Spot Light with 50' Retractable Cord	\$	952.00	
	B044-227	Hand Light Connection, Rear Dump Control Location		Reaches entire unit	
	B044-228	Boom Mounted Flood Lights	\$	526.00	
	B044-229	Rear Mounted Flood Lights	\$	526.00	
	B044-230	Flood Light - Water Pump Work Area	\$	281.00	
	B044-231	Flood Light - Auxiliary Engine Work Area	\$	281.00	
	B044-232	Flood Light - Level Wind Guide	\$	281.00	
	B044-233	Umb Guard for Flood Light - each	\$	85.00	
	B044-234	LED Flood Light - Water Pump Work Area	\$	1,428.00	1 \$ 1,428.00
	B044-235	LED Boom Mounted Flood Lights	\$	747.00	1 \$ 747.00
	B044-236	LED Rear Mounted Flood Lights	\$	747.00	1 \$ 747.00
	B044-237	LED Flood Light - Water Pump Work Area	\$	392.00	1 \$ 392.00
	B044-238	LED Flood Light - Level Wind Guide	\$	392.00	
		Misc. Machine Options			
		Description		Additional Information	
	B044-239	Heavy Reinforced Elbow "Wear Back"	\$	1,000.00	
	B044-240	Heavy Duty Rubber Hose In lieu of Kanaflex (replace standard)		(Limits Boom Rotation)	\$ 1,164.00
	B044-241	Auxiliary engine control panel (lockable door)		For use with Deutz Auxiliary Engines	\$ 295.00
	B044-242	Cyclone Separator, add on for fan units, consult factory for adaptability		Contact factory for adaptability. Standard on PD units.	\$ 4,419.00
	B044-243	Hydraulic Power Tool Option, front bumper control valve mount location	\$	3,053.00	
	B044-244	Hydraulic Power Tool Option, Rear Bumper Control Valve Mount Location	\$	3,496.00	
	B044-245	Long Handle Storage / PVC (2) mounted in storage box under shelf		(or best location)	\$ 455.00
	B044-246	Hose Footage Counter (Standard - Driver Side)		Standard	\$ -
	B044-247	Hose Footage Counter (Curb Side)	\$	522.00	
	B044-247.1	Remove hose footage counter (Curb side)	\$	(522.00)	
	B044-248	Digital electronic footage counter	\$	3,489.00	
	B044-249	Metric Hose Counter (Driver Side)	\$	522.00	
	B044-250	Offset Manhole Roler 711-0050	\$	343.00	
	B044-251	Grate Lifting Hook 711-0474	\$	401.00	
	B044-252	Cone Storage Rack	\$	276.00	2 \$ 750.00
	B044-253	Cone Rack, Hinged Styra/Deck	\$	676.00	
	B044-254	Cone Rack, between bogies, tandem	\$	500.00	
	B044-255	Rear Mounted Top Hooks	\$	319.00	1 \$ 319.00
	B044-256	Auxiliary Engine Remote Oil Drain	\$	250.00	1 \$ 250.00
	B044-257	Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)	\$	2,155.00	
	B044-258	Remote Debris Tank Grease Assembly (Ground Level)		Does not include rollers or cams	\$ 2,324.00
	B044-259	Grease Assembly Articulating Hose Reel	\$	995.00	
	B044-260	Remote HI-Dump Grease Assembly (Single Axle)	\$	1,704.00	
	B044-261	Remote HI-Dump Grease Assembly (Tandem Axle)	\$	2,038.00	
	B044-262	Automatic Lube System - In addition to manual remote grease options (Vac-Con Module)	\$	4,779.00	
	B044-263	Automatic Lube Kit for Centrifugal Compressor		Available on 2-Stage or 3-Stage Blower	\$ 2,497.00
	B044-264	Hydraulic System Temperature Gauge	\$	292.00	
	B044-265	Vacuum gauge front bumper location behind reel	\$	507.00	
	B044-266	Dual Roller Level Wind Guide, plastic (in lieu of single)	\$	164.00	1 \$ 164.00
	B044-267	Aluminum Single Roller Level Wind Guide, (in lieu of plastic)	\$	407.00	
	B044-268	Aluminum Dual Roller Level Wind Guide, (in lieu of plastic)	\$	612.00	
	B044-269	Plastic engraved decals - adhesive type (to standard)	\$	1,545.00	
	B044-270	Vaporooter Commander	\$	46,971.00	
	B044-271	Chemical Tank (15) Gallons		120-volt Pump with Inverter (Consult Factory for Compatibility) 711-8088	\$ 2,843.00
	B044-272	Digital Scale System		Single Axle or Tandem Axle	\$ 6,396.00
	B044-273	Anti-Freeze System	\$	17 gallon reservoir with ball valve for changing system. System uses bio-degradable anti-freeze only.	911.00
	B044-274	Centrifugal Compressor Quiet SILENCER, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge, available 8-1-12	\$	4,333.00	
	B044-275	Spanish Decals	\$	-	
	B044-276	French Decals	\$	-	
	B044-277	John Deere 4 Cylinder Diesel Option 140 HP @ 2400 RPM 275 CID Tier 3 Flex (if available)		Consult factory for availability - in lieu of gas auxiliary engine	\$ 2,678.00
	B044-278	John Deere 6 Cylinder 185 HP @ 2400 rpm #15 CID Tier 3 Flex (if available)		Consult factory for availability - in lieu of gas	\$ 14,396.00
	B044-279	Deutz 2012 6-Cylinder 188HP at 2400 rpm 369 CID Tier 3 Flex (if available)		Consult factory for availability - in lieu of gas engine	\$ 8,390.00
	B044-280	Deutz 2012 138HP Tier 2 Aux Engine EXPORT ONLY	\$	-	EXPORT ONLY - NOT TO BE USED IN USA



HGAC - Contract SC01-15
January 1, 2015

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC 'FORM E' - OPTIONS PRICING

B044

Offeror Name: VAC-CON, INC.

Invitation No.: SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must Include H-GAC Required Option Code, if used in Specification)		
B044-281		John Deere "Interim" Tier 4 Technology, Model: 4045HFC93 EPA Certified, 14	Please consult factory for availability	\$ 22,658.00
B044-282		ICB "Interim" T4 Model: TCAE-108 145HP @ 2200RPM	EPA Certified	\$ 18,025.00
		Misc. Machine Accessories		
		Description	Additional Information	
B044-283		Hose Guide, spare 665-0004		\$ 162.00
B044-284		Catch Basin Retriever 711-0371		\$ 512.00
B044-285		Manhole Cover Lifting Hook 681-0084		\$ 96.00
B044-286		Cover Shoyer 681-0143		\$ 587.00
B044-287		5# Fire Extinguisher 711-1326 (one is standard), spare		\$ 144.00
B044-288		First Aid Kit 690-0500		\$ 68.00
B044-289		Triangle Kit 690-0494 (one is standard), spare		\$ 68.00
B044-290		Grease Gun 690-0093		\$ 70.00
B044-291		Anti-Spill Mud Flaps (rear)		\$ 277.00
		Vacuum Tubing		
		Description	Additional Information	
B044-292		3' x 8" Aluminum Pipe Extension 800-0063		\$ 219.00
B044-293		4' x 8" Aluminum Pipe Extension 800-0347		\$ 240.00
B044-294		5' x 8" Aluminum Pipe Extension 800-0064		\$ 257.00
B044-295		6' x 8" Aluminum Pipe Extension 800-0089		\$ 289.00
B044-296		7' x 8" Aluminum Pipe Extension 800-0352		\$ 319.00
B044-297		8' x 8" Aluminum Pipe Extension 800-0261		\$ 319.00
B044-298		10' x 8" Aluminum Pipe Extension 800-0133		\$ 350.00
B044-299		6 1/2' x 8" Catch Basin Nozzle with Serrated End 800-0065		\$ 332.00
B044-300		7 1/2' x 8" Catch Basin Nozzle with Serrated End 800-0572		\$ 365.00
B044-301		Non-conducting Catch Basin Nozzle		\$ 954.00
B044-302		Leaf Nozzle, 25" x 8" No Holes 800-0088		\$ 236.00
B044-303		8" Adjustable Air Gap		\$ 375.00
B044-304		Snorkel Nozzle Kit (includes 1-3' pipe) 711-0031		\$ 446.00
B044-305		5' x 5" Snorkel Pipe Nozzle Extension 800-0127		\$ 144.00
B044-306		3' x 8" Clear Demo Tube 711-1255		\$ 520.00
B044-307		Circular Operator Handle 711-0172		\$ 240.00
B044-308		8" to Double 4" Y Adapter 800-0476		\$ 343.00
B044-309		8" Flange to 6" Sleeve Adapter 800-0351		\$ 171.00
B044-310		8" Quick Clamp, spare, 680-0015		\$ 36.00
B044-311		8" Gasket with Holes 690-0025		\$ 10.00
B044-312		8" Rubber Debris Hose / Per Foot 680-0001		\$ 74.00
B044-313		8" Hose End 800-0097		\$ 90.00
B044-314		8" Power Clamp 680-0016		\$ 102.00
B044-315		Rubber Kanaflex hose end for CB Tube/Hydroexcavation		\$ 106.00
B044-316		5' x 6" Aluminum Pipe	6" Intake System	\$ 257.00
B044-317		3' x 6" Aluminum Pipe	6" Intake System	\$ 218.00
B044-318		6' x 6" Aluminum Pipe	6" Intake System	\$ 289.00
B044-319		6" Quick Clamp	6" Intake System	\$ 48.00
B044-320		6" Adjustable Air Gap	6" Intake System	\$ 388.00
		Pipe Storage Racks (4 standard per unit)		
		Description	Additional Information	
B044-321		Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations.	Specify any requested location in comments section	\$ 169.00
B044-322		Vertical Pipe Rack (Holds 3 Pipes)		\$ 505.00
B044-323		Larry Susan Pipe Rack (Holds 5 Pipes)		\$ 2,318.00
B044-324		Folding Pipe Rack (3), Mid Rear Door		\$ 2,623.00
B044-325		Folding Pipe Rack (3), Tank Mid, Driver Side		\$ 2,623.00
B044-326		Folding Pipe Rack (3), Tank Mid, Curbside		\$ 2,623.00
B044-327		Additional Side Steps (4 are Standard)		\$ 96.00
		Tool Storage Boxes		
		Description	Additional Information	
B044-328		Storage Box Behind Cab 16" x 42" x 96"	Std on units with 1300 & 1500 gallons of water and 5 yard units with 1000 gallons	\$ 2,154.00
B044-329		Aluminum Storage Box Behind Cab 16" x 42" x 96"		\$ 4,626.00
B044-330		Aluminum Storage Box Behind Cab in lieu of Standard Steel		\$ 2,472.00
B044-331		(2) Roll out shelves for storage box behind cab		\$ 1,441.00
B044-332		Side Mounted Tool Box 35" x 14" x 24"		\$ 715.00
B044-333		35" x 14" x 24" Aluminum Side Mounted Tool Box, ea (no steel)		\$ 450.00
B044-334		16" x 13" x 72" Aluminum Side Mounted Tool Box, ea (no steel)		\$ 1,409.00
B044-335		(2) 24" x 18" x 18" Steel Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only		\$ 850.00
B044-336		(2) 24" x 18" x 18" Aluminum Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only		\$ 1,494.00
B044-337		12" x 18" x 96" Steel Tool Box, mounts under storage box behind cab		\$ 998.00
B044-338		12" x 18" x 96" Aluminum Tool Box, mounts under storage box behind cab		\$ 1,016.00
B044-339		Dry Decking - side tool boxes (6' & 35") - each		\$ 197.00
B044-340		Dry Decking - behind cab storage box (96")		\$ 482.00
B044-341		16x42x48 Steel Storage Box (Drivers Side Behind Cab)	Consult factory for adaptability on tandem axle units	\$ 1,049.00
B044-342		16x42x48 Aluminum Storage Box (Drivers Side Behind Cab)	consult factory for adaptability on tandem axle units	\$ 2,704.00
B044-343		24x18x18 Steel Tool Box (Extended Frame Units w/o rear tanks)		\$ 829.00
B044-344		(2) 24x18x18 Aluminum Tool Box (Extended Frame Units w/o Rear Tanks)		\$ 1,601.00
		3/4" Spare Nozzles		



HGAC - Contract SC01-15
January 1, 2015

969 Hall Park Road, Green Cove Springs, FL 32043

H-GAC 'FORM E' - OPTIONS PRICING

B044

Offeror Name: VAC-CON, INC.

Invitation No.: BC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
		Description	Additional Information		
B044-345		3/4" Nozzle rack		\$	108.00
B044-346		3/4" 30 gpm - Standard Nozzle, spare		\$	349.00
B044-347		3/4" 50 gpm - Standard Nozzle, spare		\$	349.00
B044-348		3/4" 30 gpm Penetrator Chisel - Standard, spare		\$	399.00
B044-349		3/4" 50 gpm Penetrator Chisel - Standard, spare		\$	399.00
B044-350		3/4" Nozzle Pipe Assembly (skid), spare		\$	91.00
B044-351		3/4" 30 gpm Grenade Nozzle		\$	749.00
B044-352		3/4" 50 gpm Grenade Nozzle		\$	749.00
B044-353		Aluminum Storm Nozzle 3/4" 30 gpm		\$	415.00
B044-354		Aluminum Storm Nozzle 3/4" 50 gpm		\$	415.00
B044-355		3/4" Storm Nozzle Pipe Assembly (skid)		\$	91.00
B044-356		3/4" 30 gpm Rotating Spinning Nozzle		\$	883.00
B044-357		3/4" 50 gpm Rotating Spinning Nozzle		\$	883.00
B044-358		3/4" 30 gpm Little Bruce 5" Culvert Nozzle		\$	1,299.00
B044-359		3/4" 50 gpm Little Bruce 5" Culvert Nozzle		\$	1,299.00
B044-360		3/4" Brass Flusher Nozzle		\$	63.00
		Spare Nozzles			
		Description	Additional Information		
B044-361		Standard nozzle		\$	349.00
B044-362		Rotating Spinning Nozzle		\$	883.00
B044-363		Big Otto culvert nozzle		\$	1,898.00
B044-364		3/4" x 10' Length Leader Hose		\$	243.00
		1" Spare Nozzles			
		Description	Additional Information		
B044-365		1" Nozzle rack		\$	108.00
B044-366		Aluminum Storm Nozzle 1" 60 gpm		\$	415.00
B044-367		Aluminum Storm Nozzle 1" 70 gpm		\$	415.00
B044-368		Aluminum Storm Nozzle 1" 80 gpm		\$	415.00
B044-369		1" Storm Nozzle Pipe Assembly (skid)		\$	91.00
B044-370		1" 60 gpm Standard Nozzle, spare		\$	349.00
B044-371		1" 70 gpm Standard Nozzle, spare		\$	349.00
B044-372		1" 80 gpm Standard Nozzle, spare		\$	349.00
B044-373		Standard nozzle		\$	349.00
B044-374		1" 60 gpm Penetrator Chisel - Standard, spare		\$	399.00
B044-375		1" 70 gpm Penetrator Chisel - Standard, spare		\$	399.00
B044-376		1" 80 gpm Penetrator Chisel - Standard, spare		\$	399.00
B044-377		Penetrator nozzle		\$	399.00
B044-378		1" Nozzle Pipe Assembly (skid), spare		\$	91.00
B044-379		1" 60 gpm Grenade Nozzle		\$	749.00
B044-380		1" 70 gpm Grenade Nozzle		\$	749.00
B044-381		1" 80 gpm Grenade Nozzle		\$	749.00
B044-382		Grenade nozzle		\$	749.00
B044-383		1" 60 gpm Rotating Spinning Style		\$	883.00
B044-384		1" 70 gpm Rotating Spinning Style		\$	883.00
B044-385		1" 80 gpm Rotating Spinning Style		\$	883.00
B044-386		Little Bruce culvert nozzle		\$	1,898.00
B044-387		1" 60 gpm Big Otto 8" Culvert Nozzle		\$	1,898.00
B044-388		1" 70 gpm Big Otto 8" Culvert Nozzle		\$	1,898.00
B044-389		1" 80 gpm Big Otto 8" Culvert Nozzle		\$	1,898.00
B044-390		1" Brass Flusher Nozzle		\$	75.00
		Leader Hose			
		Description	Additional Information		
B044-391		1" x 10' Length Leader Hose		\$	243.00
B044-392		1-1/4" x 10' Length Leader Hose		\$	243.00
B044-393		3/4" x 15' Length Leader Hose		\$	365.00
B044-394		1" x 15' Length Leader Hose		\$	365.00
B044-395		1-1/4" x 15' Length Leader Hose		\$	365.00
B044-396		3/4" x 20' Length Leader Hose		\$	389.00
B044-397		1" x 20' Length Leader Hose		\$	389.00
B044-398		1-1/4" x 20' Length Leader Hose		\$	389.00
B044-399		3/4" x 25' Length Leader Hose		\$	466.00
B044-400		1" x 25' Length Leader Hose		\$	466.00
B044-401		1-1/4" x 25' Length Leader Hose		\$	466.00
B044-402		3/4" x 30' Length Leader Hose, Spare		\$	115.00
B044-403		1" x 30' Length Leader Hose, Spare		\$	115.00
B044-404		1-1/4" x 30' Length Leader Hose, Spare		\$	115.00
		Swedge Tools			
		Description	Additional Information		
B044-405		Hydraulic Swage Kit		\$	2,631.00
B044-406		Manual Swage Kit		\$	1,725.00
B044-407		1" Swage End		\$	70.00
B044-408		3/4" Swage End		\$	65.00
		Root Cutters			
		Description	Additional Information		
B044-409		Rotating Turbine Chain Scraper 5"-10" with skids & chain 10.125TR6-10		\$	3,786.00
B044-410		Rotating Turbine Chain Scraper with skids and Chain 10.125TR8-12 set		\$	3,966.00
B044-411		1" to 3/4" Bushing for Chain Scraper		\$	16.00
B044-412		1" Bulldog with skid 400.600B5		\$	3,197.00



HGAC - Contract SC01-15
January 1, 2015

H-GAC FORM E - OPTIONS PRICING

B044

Offeror Name: VAC-CON, INC.
Invitation No.: SC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services

H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in Specification)			
B044-413		3/4" Bulldog 400.060A		\$ 2,859.00	
		Manuals			
		Description			
B044-414		Electronic Vac-Con Manual (Thumb Drive) spare	One electronic manual/Handed per unit	\$ 178.00	1 \$ 178.00
B044-415		Paper Vac-Con Manual - No longer standard		\$ 178.00	
		Paint Options (Module)			
		Description			
B044-416		Paint Module: DuPont Elite White H0006EX (White is standard unless otherwise specified)		\$ -	1 \$ -
B044-417		Paint Module: DuPont Elite School Bus Yellow N0562EX		\$ -	
B044-418		Paint Module: DuPont Elite Safety Yellow N1155EX		\$ -	
B044-419		Paint Module: DuPont Elite Coca Cola Red N0252EX		\$ -	
B044-420		Paint Module: DuPont Elite Candy Apple Red 748727		\$ -	
B044-421		Paint Module: DuPont Elite Medium Blue 748701		\$ -	
B044-422		Paint Module: DuPont Elite Deep Blue 748718		\$ -	
B044-423		Paint Module: DuPont Elite Pepsi Blue N4147-HN		\$ -	
B044-424		Paint Module: DuPont Elite Omaha Orange 748739		\$ -	
B044-425		Paint Module: DuPont Elite Cat Yellow 771861EX		\$ -	
B044-426		Paint Module: DuPont Elite Lime Green 748724		\$ -	
B044-427		Paint Module: DuPont Elite Green 748713		\$ -	
B044-428		Paint Module: DuPont Elite Woodland Green 748708		\$ -	
B044-429		Undercoat - Vac-Con Module & Chassis		\$ 1,885.00	
B044-430		Paint Tool Box/Storage Boxes to match Unit	Standard - Black Powder Coating	\$ 694.00	
B044-431		Meta'lic paint Option		\$ 2,840.00	
		Paint Options (Module Stripe)			
		Description			
B044-432		Reflective Striping, Other than standard colors	Avail colors: Black, Red, Orange, Yellow, Green, Pink	\$ 622.00	
B044-433		Standard Striping Package - White 692-5201-01		\$ -	
B044-434		Standard Striping Package - Blue 692-5201-02		\$ -	1 \$ -
		Paint Options (Chassis)			
		Description			
B044-435		Vac-Con to Paint Cab - Specify Color		\$ 2,928.00	
B044-436		Paint Chassis Hood Flat Black		\$ 694.00	
		Paint Options (Chassis Stripe)			
		Description			
B044-437		Cab "Z" Striping Package, specify Color	Avail colors: White, Blue, Black, Red, Orange, Yellow, Green	\$ 1,125.00	
B044-438		Cab "Small Stripes" Striping Package, Specify Color	See available colors	\$ 1,125.00	
B044-439		Cab Painted with Flames		\$ 2,811.00	
		Delivery			
		Description			
B044-440		Delivery charges to be determined by final delivery destination		\$ -	
		Chassis Modelifications			
		Description			
B044-442		Roll Bogies, Single Axle		\$ 2,445.00	
B044-443		Roll Bogies, Tandem Axle		\$ 3,191.00	
B044-444		Air dryer - Bendix AD-9		\$ 1,394.00	
B044-445		Air dryer - Bendix AD-IP	(Standard on Vac-Con 1145D Pool Trucks)	\$ 1,990.00	
B044-446		Air horn - single base	(Standard on Vac-Con 1145D Pool Trucks)	\$ 968.00	
B044-447		Air restriction gauge, dash mounted		\$ 627.00	
B044-448		Air seat, passenger		\$ 1,179.00	
B044-449		2-man passenger seat		\$ 1,189.00	
B044-450		Block Heater		\$ 769.00	
B044-451		Metric speedometer		\$ 939.00	
B044-452		Heated motorized mirrors		\$ 2,672.00	
B044-453		Silicone hoses		\$ 644.00	
B044-454		Front Mud Flaps		\$ 122.00	
B044-455		Transmission temperature gauge		\$ 1,251.00	
B044-456		Spare tire & rim 385/65R22.5		\$ 1,451.00	
B044-457		Spare tire & rim 425/65R22.5		\$ 1,808.00	
B044-458		Spare tire & rim 11R22.5		\$ 905.00	
B044-459		Spare front wheel (22.5x12.25)		\$ 513.00	
B044-460		Spare rear wheel (8.25x12.25)		\$ 228.00	
B044-461		12 ton jack & lug wrench		\$ 341.00	
B044-462		Chassis Parts Catalog		\$ 456.00	
B044-463		Chassis Operators Manual		\$ 58.00	
B044-464		Parts Manual on CD-Rom		\$ 456.00	
B044-465		Service Manual on CD-Rom		\$ 456.00	
B044-466		Wheel Simulators		\$ 2,275.00	
B044-467		Daytime Running Lights	(Standard on Vac-Con 1145D & 1H Pool Trucks)	\$ 456.00	
B044-468		Remote Chassis Engine Start Switch		\$ 2,842.00	
		Extended Warranties			
		Description			
B044-469		Allison Series 3000 5-year/unlimited mileage	Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 1,666.50	
B044-470		Allison Series 4500 5-year/unlimited mileage	Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 2,066.45	



HGAC - Contract SC01-15
January 1, 2015

H-GAC 'FORM E' - OPTIONS PRICING		B044	
Offeror Name:	VAC-CON, INC.		
Invitation No.:	BC01-12 - Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services		
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must Include H-GAC Required Option Code, if used in Specification)	
	B044-471	John Deere auxiliary engine 3 Years/4000 hours (subject to \$250 deductible) extended warranty	\$ 2,206.45
	B044-472	John Deere auxiliary engine 4 Years/5000 hours (subject to \$250 deductible) extended warranty	\$ 2,806.39
	B044-473	John Deere auxiliary engine 5 Years/5000 hours (subject to \$250 deductible) extended warranty	\$ 3,712.96
	B044-474	FR 1145D: 3yrs./200,000 ml. extended warranty, Includes towing Cummins-ISL370 engine 3yrs/150,000 ml., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment Allison Series 3000 5-yr./unlimited mileage. Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 8,160.00
	B044-475	FR 1145D: 4yrs./200,000 ml. extended warranty, Includes 4yrs. towing Cummins-ISL370 engine 4yrs/150,000 ml., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment Allison Series 3000 5-yr./unlimited mileage. Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 10,221.00
	B044-476	FR 1145D: 5yrs./200,000 ml. extended warranty, Includes 5yrs. Towing Cummins-ISL370 engine 5yrs/150,000 ml., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment Allison Series 3000 5-yr./unlimited mileage. Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 12,908.12
	B044-477	IH 7300 & 7400 ESC: 3yrs./150,000 ml. base vehicle extended warranty, Includes 3 yrs./UHL towing Navistar DT engine 3 yrs./150,000 ml. extended warranty with Aftertreatment Allison Series 3000 3 yrs. standard - Is Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 7,999.00
	B044-478	IH 7300 & 7400 ESC: 4yrs./150,000 ml. base vehicle extended warranty, Includes 4yrs./UHL towing Navistar DT engine 4 yrs./150,000 ml. extended warranty - Aftertreatment included for 3 yrs. Allison Series 3000 5-yr./unlimited mileage. Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 12,118.00
	B044-479	IH 7300 & 7400 ESC: 5yrs./150,000 ml. base vehicle extended warranty, Includes 5 yrs./UHL towing Navistar DT engine 5 yrs./150,000 ml. extended warranty - Aftertreatment included for 3 yrs. Allison Series 3000 5-yr./unlimited mileage. Requires TransSynd Synthetic Transmission Fluid or TES-295	\$ 14,225.00
Subtotal:			B1 \$ 90,481.00
Pool Trucks - Cannot be purchased by entities in the state of Texas			
	Description	Additional Information	
B044-480	Freightliner 108SD 4x2 37000GVWR ISL270 3000RDS		\$ 80,134.00
B044-481	Freightliner 114SD 4x2 43000GVWR ISL370 3000RDS		\$ 87,962.00
B044-482	Freightliner 114SD 6x4 60000GVWR ISL370 3000RDS		\$ 95,584.00
B044-483	Freightliner 114SD 6x4 66000GVWR ISL370 3000RDS		\$ 98,169.00
B044-484	Freightliner 114SD 6x4 66000GVWR 10 SPD 450HP DD13		\$ 104,236.00
B044-485	Freightliner 114SD 6x4 66000GVWR DD13 450HP 4500RDS		\$ 116,596.00
B044-486	Freightliner 75DGE 114SD 4x2 43000GVWR ISL320 3000RDS		\$ 144,200.00
B044-487	Freightliner 115DGE 114SD 4x2 43000GVWR ISL320 3000RDS		\$ 163,770.00
B044-488	Freightliner 75DGE 114SD 6x4 60000GVWR ISL320 3000RDS		\$ 151,925.00
B044-489	Freightliner 115DGE 114SD 6x4 60000GVWR ISL320 3000RDS		\$ 174,791.00
B044-490	Peterbilt 348 4x2 43000GVWR PX-9 345HP 3000RDS		\$ 93,730.00
B044-491	Peterbilt 348 6x4 66000GVWR PX-9 345HP 3000RDS		\$ 103,515.00
Subtotal:			B2 \$ 98,159.00