

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

City Manager

J. J. Murphy

December 19, 2016



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

Monday, December 19, 2016 - 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

Don R. Gerth
Commissioner - District 6

A G E N D A

*City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio
and Available via Livestream at www.hobbsnm.org*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the December 5, 2016, Regular Commission Meeting
2. Minutes of the December 5, 2016, Commission Work Session

PROCLAMATIONS AND AWARDS OF MERIT

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.)*

None

DISCUSSION

None

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

3. Consideration of Approval of Bid No. 1552-17 for Trunk Line F Sanitary Sewer Replacement Project Phase 8 and Recommendation to Accept the Bid from J & H Services, Inc., in the Amount of \$3,547,218.15 Not Including GRT *(Todd Randall)*
4. Consideration of Approval of Bid No. 1553-17 to Furnish Municipal Vehicles and Recommendation to Purchase Vehicles from Tate Branch and Rich Ford *(Ronny Choate)*
5. Consideration of Approval of RFP No. 484-17 for Body-Worn and In-Car Cameras for the Hobbs Police Department and Recommendation to Accept the Proposal from Utility, Inc., in the Amount of \$325,120.00 *(Police Chief Chris McCall)*
6. Resolution No. 6503 - Authorizing a Professional Services Agreement with Luke Otero for Lobbying Services in the Amount of \$24,500.00 *(J. J. Murphy)*
7. Resolution No. 6504 - Approving the Marin Summary Subdivision and Approving an Infrastructure Development Agreement as Submitted by Adan Marin for Property Located Northeast of the Intersection of Midwest and Edwards Streets *(Kevin Robinson)*
8. **PUBLICATION:** Proposed Ordinance Amending Chapter 8.32 of the Hobbs Municipal Code Pertaining to Adoption of the 2015 International Fire Code *(Fire Marshal Shawn Williams)*
9. **PUBLICATION:** Proposed Ordinance Amending Section 2.28.040 of the Hobbs Municipal Code to Allow Meetings of the Community Affairs Board to be Held Every Other Month *(Mike Stone)*

10. Consideration of Approval of a Task Order with Molzen-Corbin & Associates to Perform Professional Engineering Services to Develop a Technical Memorandum of Tertiary Filtration Options to Achieve Class 1A Effluent Water in the Amount Not to Exceed \$59,536.98 plus GRT (*Tim Woomer*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

11. Next Meeting Date:

- ▶ Regular Meeting - ***Tuesday, January 3, 2017***, at 6:00 p.m.
(Moved due to the New Year's Day Holiday)

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: December 19, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: November 29, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of December 5, 2016
- ▶ Commission Work Session of December 5, 2016

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

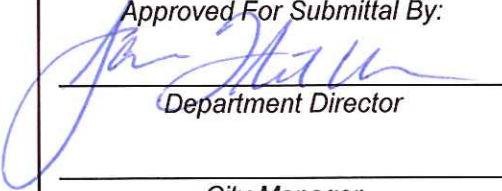
Legal Review:

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 December 5, 2016, 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 City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner Don Gerth

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Brian Dunlap, Deputy Police Chief
Charles Cunningham, Police Captain
Manny Gomez, Fire Chief
Barry Young, Deputy Fire Chief
Paul Thompson, Fire Captain
Andrew Gonzales, Fire Inspector
Todd Randall, City Engineer
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Ronny Choate, General Services Director
Raymond Bonilla, Community Services Director
Nicholas Goulet, Human Resources Director
Ron Roberts, Information Technology Director
Doug McDaniel, Parks and Recreation Director
Linda Howell, Rockwind General Manager
Matt Hughes, Golf Course Superintendent
Britt Lusk, Teen Center Supervisor
Sandy Farrell, Library Director
Meghan Mooney, Director of Communications
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
22 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on November 21, 2016, be approved as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Proclamation Proclaiming December 5, 2016, as "Hobbs Eagles Day" in Recognition of the Outstanding Accomplishments of the 2016 Hobbs Eagles Boys Cross Country Team.

Mayor Cobb proclaimed December 5, 2016, as "Hobbs Eagles Day" and presented the proclamation to Coach Bob Jackson in recognition of the outstanding accomplishments of the 2016 Hobbs Eagles Boy's Cross Country Team with congratulations for a job well done! Coach Jackson stated it is a big honor to be recognized by the City. He introduced each member of the team with their respective accomplishments.

Commissioner Gerth congratulated the team members and stated they, along with others, will remember these accomplishments forever.

Proclamation Proclaiming December 16, 2016, as "Hobbs Hispano Chamber of Commerce Foundation Day" in Recognition of their 10th Anniversary.

Mayor Cobb proclaimed December 16, 2016, as "Hobbs Hispano Chamber of Commerce Foundation Day" and presented the proclamation to Mr. Oscar Gonzales and Ms. Rose Scott in recognition of the 10th Anniversary of the Hispano Chamber of Commerce and its contribution to the City of Hobbs. Mr. Gonzales thanked the City of Hobbs for its support for the past 10 years.

Commissioner Calderón was not feeling well and left the meeting at 6:10 p.m.

Public Comments

Mr. Tim Bartlett, a neighbor in the Jefferson and Yeso area, addressed concerns regarding the Playa Escondida Apartments. He questioned when the buffered fence is going to be built. Mr. Bartlett also questioned what can be done with the profanity being heard from the current residents of those apartments.

In reply to Mayor Cobb's question, Mr. J. J. Murphy, City Manager, stated the fence will be built parallel to the property line between the apartments and the alleyway of Jefferson Place.

Mr. Todd Randall, City Engineer, stated there was a delay on the materials for the fence. He stated he will contact the project manager of the Playa Escondida Apartments regarding the time frame for the fence to be built. Mr. Randall stated the fence will be 8 feet tall from the apartment elevation. He stated it will be 10 feet in height from the alleyway of Jefferson Place. Mr. Randall stated the delay could have been related to the recent wet weather.

Mr. Mike Stone, City Attorney, recommended that Mr. Bartlett contact the Hobbs Police Department when he hears loud profanity from the apartment occupants under disorderly conduct.

Mr. Bartlett stated a local realtor has informed the residents the equity of their homes will decrease by 25% due to the low income housing apartments. He stated he already pays taxes to assist low income residents. Mr. Bartlett questioned if the City will assist with the cost of the decreased value of his home due to the City's approval of the apartments.

Ms. Judy Martin, also a neighbor in the Jefferson and Yeso area, addressed concerns regarding the Playa Escondida Apartments. She stated the developers of the apartments had originally stated the apartments would be affordable housing which would house police officers and teachers. Ms. Martin stated the apartments are now low income housing. She stated her vehicle has already been vandalized since the apartments now have occupants. Ms. Martin stated there is rust on the exterior of the building which is a safety concern for children. She also complained about the lack of construction of the fence between the apartments and the alleyway.

Mayor Cobb requested City staff to contact the developer regarding the fence and not to issue a Certificate of Occupancy until the fence is built.

Ms. Gena Miller, United Way President, introduced Mr. Rohnnie Shaw as the new Executive Director of United Way. She stated she is very confident in Mr. Shaw's abilities for this position.

Consent Agenda

There were no items on the consent agenda.

Discussion

There were no items presented for discussion.

Action Items

Resolution No. 6498 - Authorizing Budgetary Adjustment #3 for FY 16-17.

Mr. Toby Spears, Finance Director, stated the budget is prepared prior to the beginning of the fiscal year and it becomes necessary to adjust the budget for items not contemplated at the time of its preparation, or for issues that arise during the fiscal year. He stated the budgetary adjustment includes an increase in both revenues and expenditures for an increase from \$214,568,716.14 to \$215,885,947.14. He stated total revenues increase by \$812,124.80, changing the total revenues from \$132,292,179.47 to \$133,104,304.27. Mr. Spears stated the purpose of the budgetary adjustment is the additional revenues from an insurance adjustment for damaged roofs and the approval of the COPS grant. He stated the overall budget adjustment brings the General Fund reserve balance from 13% to 12%. Mr. Spears added that once approved by the Commission, the resolution must be forwarded to the Department of Finance and Administration for its approval.

There being no discussion, Commissioner Sena moved that Resolution No. 6498 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Consideration of Approval of a CES Contract with Accent Landscaping for Turner Beautification and Pocket Park Expansion in the Total Amount of \$29,100.88 Including GRT.

Mr. Doug McDaniel, Parks and Recreation Department Director, stated the City purchased a residential structure on Turner and Permian Street, which has been removed, in order to expand the Turner Street Improvements in this area. He stated a portion of the CES contract with Accent Landscaping is for new trees for the Turner Pocket Park Expansion. Mr. McDaniel stated an additional 14 red bud trees are replacement trees along the existing Turner Street Improvements. He stated the original request from the last Commission meeting that included tree replacements on the Lovington Highway Trail corridor have been postponed for one year with the approval of the J. F Maddox Foundation.

In reply to Commissioner Buie's inquiry, Mr. McDaniel stated Accent Landscaping did the original tree placement on the Lovington Highway Trail corridor. Commissioner Buie

stated one-third of the trees planted along the corridor were already dead when they were planted. Mr. McDaniel stated City staff will inspect all the replacement trees before they are planted.

There being no further questions, Commissioner Buie moved to approve a CES Contract with Accent Landscaping for Turner Beautification and Pocket Park Expansion in the total amount of \$29,100.88 Including GRT. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the contract and supporting documents are attached and made a part of these minutes.

Consideration of Approval of a CES Contract with GWC Construction, Inc., for Asbestos Removal and Demolition of All Structures Located at the Taylor Ranch Site in the Total Amount of \$100,940.00 Plus GRT.

Mr. Ronny Choate, General Services Director, stated the City wishes to remove the asbestos and begin the demolition of all structures located at the Taylor Ranch site. He stated this will remove all structures, slabs, tanks and trees from the site.

In response to Mayor Cobb's inquiry, Mr. Choate stated there is no memorabilia that is worth retrieving on the property as it has all been trashed and not salvageable.

Commissioner Sena stated the removal and demolition of all structures at the Taylor Ranch Site is the logical next step for safety purposes.

There being no further questions or comments, Commissioner Buie moved to approve a CES Contract with GWC Construction, Inc., for asbestos removal and demolition of all structures located at the Taylor Ranch Site in the total amount of \$100,940.00 plus GRT. Commissioner Newsman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the contract and supporting documents are attached and made a part of these minutes.

Consideration of Approval of RFP No. 486-17 to Furnish Annual Agreement for Design Services for Roofing Upgrades and Recommendation to Accept the Proposal from Jim D. Koontz & Associates, Inc.

Mr. Choate stated that it is required by the State of New Mexico for the City to contract with a professional design company for roofing upgrades. He stated the City collected approximately \$700,000 in roof damages from its insurance company for damages from hail storms and the design services contract will cost 8% of the project cost which is estimated at \$56,000.00 plus GRT. Mr. Choate stated there are 30 roofs to be upgraded.

Mayor Cobb stated he is very familiar with Jim D. Koontz & Associates, Inc., and they are a very qualified company.

There being no further comments, Commissioner Newman moved that the RFP for design services for roofing upgrades be approved with Jim D. Koontz & Associates, Inc., in the total amount of \$56,000.00 plus GRT. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated the next scheduled City of Hobbs Commission meeting is Monday, December 19, 2016.

Mr. Murphy stated Ms. Linda Howell, Rockwind General Manager, received the 2016 Youth Player Development Award from the Professional Golf Association (PGA). He stated Ms. Howell is an asset to the City of Hobbs, and she has exceeded all of his expectations.

Commissioner Gerth congratulated Ms. Howell for her award, and he stated it is great for her to be recognized by the City.

Commissioner Sena thanked Ms. Howell for always being so gracious.

Commissioner Sena expressed condolences to Mayor Cobb for the recent loss of his father, Mr. S. G. Cobb.

Commissioner Taylor thanked everyone for their attendance at tonight's meeting. She wished everyone a Merry Christmas and a Happy New Year.

Commissioner Buie thanked all of the City's Supervisors for their attendance at the Commission meetings.

Commissioner Newman thanked Ms. Howell for her award and expressed appreciation to her for a job well done.

Mayor Cobb expressed appreciation to the community for its support during the loss of his father. He stated a memorial service will be held on Friday, December 9, 2016, at First Baptist Church at 10:00 a.m.

Adjournment

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, December 5, 2016, at 5:30 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico.

Mayor Cobb called the work session to order and welcomed everyone in attendance. The following were present:

Mayor Sam D. Cobb
Commissioner Marshall Newman
Commissioner Pat Taylor
Commissioner Garry A. Buie
Commissioner Jonathan Sena
Commissioner Joseph D. Calderón
Commissioner Don Gerth

Also present were Mr. J. J. Murphy, City Manager, Mr. Mike Stone, City Attorney, Jan Fletcher, City Clerk and Ms. Mollie Maldonado, Deputy Clerk. Other staff members and public were also present.

Procurement Guidance

Mr. Murphy began the discussion by presenting the history of the City Procurement Policy and the Governmental Conduct Act. He stated Ordinance No. 972 Establishing a City Procurement Policy was adopted on December 3, 2007. Resolution No. 5329 was adopted on June 1, 2009, establishing a Code of Ethics/Related Party Policy for the City of Hobbs. In 2011, the State of New Mexico Governmental Conduct Act was revised to include local government officials. Mr. Murphy stated there is no consistency in the procedures and, at times, City staff has erred regarding the Procurement Policy. He explained that the City recently self-reported its own purchasing errors to our external auditors during the annual audit process.

Mr. Murphy stated the purpose of today's discussion is to hear from the Commission and determine what changes need to be made regarding the City's policy and whether to allow elected officials to provide the purchase of goods or services to the City with proper disclosure and bids. Mr. Murphy stated the City and the Commission need to follow the letter of the law once it determines who may sell goods or services to the City. He also stated the policy should include a competitive bid process.

Mayor Cobb recommended the City adopt the language contained in the State of New Mexico Governmental Conduct Act. He stated it would be a cleaner process to adopt the Conduct Act and when the Legislature amends the Conduct Act, the City would amend its policy to mirror those changes.

Mr. Mike Stone, City Attorney, stated the Governmental Conduct Act has criminal implications and there are currently two Court cases of record regarding violations of the Act. He recommended the Commission give City staff direction on how it

wishes to proceed with any changes to the Procurement Policy before a new version is created.

Mr. Murphy stated the City Manager currently may approve any purchases between \$20,000.00 to \$60,000.00 but anything exceeding \$60,000.00 requires City Commission approval. At the time of adoption of the Procurement Policy, the City's budget was \$32 million and it has now grown to \$200 million. He stated purchasing is a complexity with 6,000 vendors and approximately 20,000 invoices processed each year. He requested direction from the Commission on how to proceed.

Commissioner Buie also recommended following the State mandate.

A brief discussion was held regarding the City's ability as a "Home Rule Charter Municipality" to adopt its own Procurement Policy provided it meets or exceeds State law.

Mayor Cobb stated the conflict of interest could hurt the City and keep them from selecting a vendor that can provide better and cheaper services. He gave an example as in a cousin being a relative of an elected official or City employee and being denied business with the City because they are related. Mayor Cobb stated Hobbs is a small community where people know one another.

In reply to Commissioner Sena's inquiry, Mr. Murphy stated the City's current Procurement Policy does not allow the City to conduct business with elected officials or employees. Mayor Cobb stated this policy also includes City of Hobbs Board members.

Mr. Murphy stated the City desires to improve the purchasing process. He stated a document will be created and brought to the Commission for guidance. This document can be reviewed and revisions can be made, if desired, before it is adopted.

Mr. Murphy stated he and staff members held a conference call today with the Foundation for Open Government (FOG) who stated the City is transparent on its website with the financial data which contains the City's budget, copies of checks, amounts paid to vendors, etc. He stated FOG is appreciative of the City's efforts to make this information easily accessible to the public.

In response to Commissioner Newman's question, Mr. Murphy stated the Governmental Conduct Act can be used thus not requiring the creation of a new policy which can often lead to new problems. He stated the City needs to have a disclosure form for elected officials and City employees to sign annually. Mayor Cobb stated the State has disclosure forms.

Commissioner Buie stated potential candidates for the Commission or City Advisory Board Members need to be informed and made aware of the Procurement Policy as they may not be eligible to be a City vendor.

Mr. Toby Spears, Finance Director, stated each Department has internal control over which employees have purchasing privileges and within what designated amounts. He stated the purchasing thresholds are as follows:

1. \$0.00 - \$20,000.00 requires a small purchase order;
2. \$20,000.00 - \$60,000.00 requires three written quotes; and,
3. \$60,000.00 or more requires a GSA, CES or competitive bid/RFP process and approval from the Commission.

In reply to Commissioner Buie's question, Mr. Spears stated the City has blanket purchase orders with vendors so items can be purchased on an indefinite quantity basis. Mr. Spears stated a list is needed with related party disclosure information.

Mr. Murphy stated there is not a perfect procurement policy document that can be created but there will be a spirited debate on the issue. He stated everyone needs to do a better job when it comes to strictly following the procurement policy.

Mayor Cobb thanked everyone for attending the work session and for the presentations. There being no further discussion by the Commission, the meeting adjourned at 5:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: Award Bid No. 1552-17 Trunk Line F Sanitary Sewer Replacement - Phase 8
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: December 13, 2016
SUBMITTED BY: Todd Randall, City Engineer

Summary:

Bids were opened at 10:00 AM on Tuesday, December 13, 2016 for the Trunk Line F Sanitary Sewer Replacement Project – Phase 8, Bid No. 1552-17. The base bid includes the removal and replacement of a 21" segment of Trunk Line F, manholes, street light bases, conduit and wiring, signs, sidewalk, concrete, asphalt, and driveways from the Central Dr. and Lovington Hwy Intersection northwest along the highway ending at the Millen Dr. and Lovington Hwy Intersection. The base bid also includes the removal and replacement of a 24" segment of Trunk Line F from the Central Dr. and Northwest Dr. Intersection east along Central Dr. to just past the Central Dr. and Copper Ave. Intersection. In conjunction with the replacement of the Trunk Line F Sanitary Sewer Line the project also includes roadway reconstruction and drainage improvements, of Caprock Dr. from Lovington Hwy to Northwest Dr. and Central Dr. from Lovington Hwy to just east of Copper Ave. Along with the roadway improvements the alleyway that connects the Caprock and Central roadway segments will also be paved which will allow for better drainage in the area.

An advertisement was placed in the local newspaper on November 6, 2016. Twenty two (22) bid packages were released to plan rooms, material vendors and potential contractor. Six bids (6) were submitted and associated prices are as follows.

<u>Company</u>	<u>Base Bid</u>
J&H Services Inc.	\$3,547,218.15
Entrench Inc.	\$3,667,811.00
Desert Utility & Paving, LLC	\$3,866,866.33
Ramirez & Sons Inc.	\$4,450,971.26
AUI Inc.	\$5,296,366.60
Smithco Construction Inc.	\$5,316,200.00

J&H Services Inc. is the lowest bidder, they are properly licensed and their registration with the NMDWS is current.

The Engineering Department recommends the award of the base bid for the construction of the Trunk Line F Sanitary Sewer Replacement Project – Phase 8 to J&H Services as the low bidder in the amount of \$3,547,218.15 not including NMGRT.

Fiscal Impact:

Reviewed By: 
Finance Department

Funds for the Trunk Line F Sanitary Sewer Replacement Project – Phase 8 are budgeted in FY 17 in account 62-4062-44901-00097

Budget Available:	\$15M (A budget adjustment was made to fully fund Phase 8 and 9)
Project Cost:	\$3,547,218.15
Admin/Testing:	\$50,000.00
NMGRT:	\$245,060.49

Estimated Construction Cost: **\$3,842,278.64** (Including GRT)

Attachments: Bid Tabulation

Legal Review:

Approved As To Form: Michael H. Stee
City Attorney

Recommendation:

Staff recommends the award of the base bid for the Trunk Line F Sanitary Sewer Replacement Project – Phase 8, Bid No. 1552-17 to J&H Services Inc.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager ACM

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

BASE BID - SANITARY SEWER LINE F REPLACEMENT-PHASE 8				Desert Utility & Paving, LLC		AUI Inc.		Entrench Inc.		Smithco Construction Inc.		Ramirez & Sons Inc.		J&H Services Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)
1	UNCLASSIFIED EXCAVATION	CY	1,707	\$7.00	\$11,949.00	\$16.00	\$27,312.00	\$7.00	\$11,949.00	\$11.00	\$18,777.00	\$10.01	\$17,087.07	\$8.00	\$13,656.00
2	REMOVE AND DISPOSE OF EXISTING PLANT MIX BITUMINOUS PAVEMENT AND BASE COURSE	SY	8,710	\$5.50	\$47,905.00	\$6.10	\$53,131.00	\$1.50	\$13,065.00	\$9.00	\$78,390.00	\$8.09	\$70,463.90	\$3.00	\$26,130.00
3	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	1,451	\$7.00	\$10,157.00	\$5.10	\$7,400.10	\$4.00	\$5,804.00	\$3.00	\$4,353.00	\$4.03	\$5,847.53	\$7.45	\$10,809.95
4	REMOVE AND DISPOSE OF EXISTING 6" THICK CONCRETE DRIVEPAD/ALLEYPAD/FILLET	SY	262	\$28.00	\$7,336.00	\$40.00	\$10,480.00	\$7.00	\$1,834.00	\$15.00	\$3,930.00	\$12.94	\$3,390.28	\$8.95	\$2,344.90
5	REMOVE AND DISPOSE OF EXISTING 5' SIDEWALK	SY	143	\$17.00	\$2,431.00	\$40.00	\$5,720.00	\$6.00	\$858.00	\$12.00	\$1,716.00	\$4.59	\$656.37	\$8.95	\$1,279.55
6	REMOVE AND DISPOSE OF EXISTING LANDSCAPING SHRUB (BUSHES, PLANTS, CACTUS, ETC)	EA	4	\$100.00	\$400.00	\$443.00	\$1,772.00	\$1,100.00	\$4,400.00	\$100.00	\$400.00	\$50.00	\$200.00	\$185.00	\$740.00
7	REMOVE AND RESET EXISTING MAILBOX	EA	4	\$100.00	\$400.00	\$874.00	\$3,496.00	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$275.00	\$1,100.00	\$755.00	\$3,020.00
8	REMOVE AND DISPOSE OF EXISTING CONCRETE VALLEY GUTTER	LF	45	\$25.00	\$1,125.00	\$21.00	\$945.00	\$30.00	\$1,350.00	\$10.00	\$450.00	\$8.84	\$307.80	\$11.15	\$501.75
9	REMOVE AND DISPOSE OF EXISTING SANITARY SEWER MANHOLE, SALVAGE FRAME AND COVER	EA	28	\$2,500.00	\$70,000.00	\$2,288.00	\$64,064.00	\$800.00	\$22,400.00	\$1,000.00	\$26,000.00	\$575.00	\$16,100.00	\$1,025.00	\$28,700.00
10	REMOVE AND DISPOSE OF EXISTING 21" DIAMETER CONCRETE SANITARY SEWER PIPE	LF	9,467	\$30.00	\$284,010.00	\$6.80	\$64,309.60	\$9.00	\$85,203.00	\$12.00	\$113,604.00	\$2.08	\$19,691.36	\$18.25	\$172,772.75
11	REMOVE AND DISPOSE OF EXISTING 24" DIAMETER CONCRETE SANITARY SEWER PIPE	LF	433	\$33.00	\$14,289.00	\$12.50	\$5,412.50	\$15.00	\$6,495.00	\$15.00	\$6,495.00	\$3.23	\$1,398.59	\$18.25	\$7,902.25
12	REMOVE AND DISPOSE OF EXISTING 6" DIAMETER WATER PIPE	LF	75	\$53.00	\$3,975.00	\$12.00	\$900.00	\$5.00	\$375.00	\$7.00	\$525.00	\$5.75	\$431.25	\$13.70	\$1,027.50
13	REMOVE AND SALVAGE SINGLE POLE STREET SIGN AND POST; RETURN TO CITY OF HOBBS	EA	30	\$210.00	\$6,300.00	\$207.00	\$6,210.00	\$250.00	\$7,500.00	\$60.00	\$1,800.00	\$187.00	\$5,610.00	\$200.00	\$6,000.00
14	REMOVE, PROTECT, AND RESET SIGN	EA	17	\$250.00	\$4,250.00	\$237.00	\$4,029.00	\$350.00	\$5,950.00	\$150.00	\$2,250.00	\$250.00	\$4,250.00	\$250.00	\$4,250.00
15	DEMO EXISTING LIGHT POLE BASE	EA	30	\$500.00	\$15,000.00	\$359.00	\$10,770.00	\$350.00	\$10,500.00	\$300.00	\$9,000.00	\$300.00	\$9,000.00	\$445.00	\$13,350.00
16	BORROWED MATERIAL	CY	1,707	\$25.00	\$42,675.00	\$31.00	\$52,917.00	\$20.00	\$34,140.00	\$20.00	\$34,140.00	\$17.96	\$30,657.72	\$17.50	\$29,872.50
17	6" THICK SUBGRADE PREPARATION	SY	18,354	\$1.75	\$32,119.50	\$3.70	\$67,909.80	\$4.00	\$73,416.00	\$4.00	\$73,416.00	\$3.25	\$59,850.50	\$4.20	\$77,089.80
18	6" THICK AGGREGATE BASE COURSE	SY	12,980	\$12.00	\$155,520.00	\$11.00	\$142,560.00	\$16.00	\$207,360.00	\$9.00	\$116,840.00	\$8.10	\$104,976.00	\$10.00	\$129,800.00
19	2" HOT-MIX ASPHALT SP IV	SY	1,804	\$12.00	\$19,248.00	\$18.00	\$28,872.00	\$18.00	\$28,872.00	\$15.50	\$24,862.00	\$14.17	\$22,728.68	\$16.50	\$26,466.00
20	3" HOT-MIX ASPHALT SP IV	SY	7,675	\$16.00	\$122,800.00	\$36.00	\$276,300.00	\$22.00	\$168,850.00	\$24.00	\$184,200.00	\$21.79	\$167,238.25	\$24.50	\$188,037.50
21	PRIME COAT MATERIAL, COMPLETE IN PLACE	SY	5,968	\$1.50	\$8,952.00	\$1.20	\$7,161.60	\$1.75	\$10,444.00	\$2.00	\$11,936.00	\$1.50	\$8,952.00	\$1.95	\$11,637.60
22	TEMPORARY DRIVE ACCESS	EA	31	\$1,100.00	\$34,100.00	\$2,731.00	\$84,961.00	\$1,900.00	\$58,900.00	\$1,000.00	\$31,000.00	\$835.00	\$25,885.00	\$1,075.00	\$33,325.00
23	LANDSCAPING GRAVEL 4"-6" DEPTH, COMPLETE IN PLACE	SY	280	\$14.00	\$4,080.00	\$22.00	\$6,380.00	\$25.00	\$7,250.00	\$15.00	\$4,350.00	\$53.00	\$15,370.00	\$43.70	\$12,673.00
24	4"-THICK CONCRETE SIDEWALK (4 OR 5'-WIDTH)	SY	590	\$48.00	\$28,320.00	\$56.00	\$33,040.00	\$45.00	\$26,550.00	\$65.00	\$38,350.00	\$49.00	\$28,910.00	\$58.00	\$33,040.00
25	6"x24" STANDARD CURB & GUTTER	LF	1,383	\$20.00	\$27,660.00	\$19.00	\$26,277.00	\$17.00	\$23,511.00	\$25.00	\$34,575.00	\$16.00	\$22,126.00	\$20.60	\$28,489.80

BASE BID - SANITARY SEWER LINE F REPLACEMENT-PHASE 8				Desert Utility & Paving, LLC		AUI Inc.		Entrench Inc.		Smithco Construction Inc.		Ramirez & Sons Inc.		J&H Services Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)
26	CONCRETE FILLET & CURB RETURN INCLUDING: CURB AND GUTTER, LAYDOWN CURB, RAMP OPENING & TRANSITION, AND REBAR, COMPLETE IN PLACE PER DETAILS AND AS SPECIFIED	EA	9	\$1,750.00	\$15,750.00	\$5,203.00	\$46,827.00	\$4,200.00	\$37,800.00	\$3,250.00	\$29,250.00	\$1,800.00	\$16,200.00	\$2,320.00	\$20,880.00
27	8"x60" CONCRETE VALLEY GUTTER	LF	150	\$80.00	\$9,000.00	\$85.00	\$9,750.00	\$50.00	\$7,500.00	\$85.00	\$12,750.00	\$49.90	\$7,485.00	\$56.00	\$8,400.00
28	6"x36" CONCRETE VALLEY GUTTER	LF	37	\$85.00	\$3,145.00	\$96.00	\$2,072.00	\$30.00	\$1,110.00	\$55.00	\$2,035.00	\$29.94	\$1,107.78	\$34.00	\$1,258.00
29	6"x24" CONCRETE VALLEY GUTTER	LF	2,607	\$22.00	\$57,354.00	\$24.00	\$62,568.00	\$20.00	\$52,140.00	\$38.00	\$99,066.00	\$16.20	\$42,233.40	\$20.85	\$54,355.95
30	6" CONCRETE DRIVEPAD	SY	136	\$85.00	\$8,840.00	\$131.00	\$17,816.00	\$65.00	\$8,840.00	\$80.00	\$10,880.00	\$68.00	\$9,248.00	\$75.00	\$10,200.00
31	FURNISH AND INSTALL CAST IRON DETECTABLE WARNING SURFACE	SF	10	\$40.00	\$400.00	\$189.00	\$1,890.00	\$350.00	\$3,500.00	\$100.00	\$1,000.00	\$106.73	\$1,067.30	\$137.45	\$1,374.50
32	TRAFFIC CONTROL MANAGEMENT AND CONSTRUCTION TRAFFIC CONTROL DEVICES, AS SPECIFIED, COMPLETE IN PLACE	LS	1	\$130,000.00	\$130,000.00	\$135,813.00	\$135,813.00	\$35,000.00	\$35,000.00	\$150,000.00	\$150,000.00	\$188,023.00	\$188,023.00	\$93,000.00	\$93,000.00
33	RAILWAY FLAGGER	DAY	15	\$225.00	\$3,375.00	\$1,103.00	\$16,545.00	\$1,200.00	\$18,000.00	\$1,500.00	\$22,500.00	\$1,067.30	\$16,009.50	\$900.00	\$13,500.00
34	FURNISH AND INSTALL ALUMINUM PANEL SIGNS, COMPLETE IN PLACE PER CITY DETAIL (HIGH REFLECTIVITY PER MUTCD STANDARDS)	SF	219.0	\$17.00	\$3,723.00	\$21.00	\$4,599.00	\$30.00	\$6,570.00	\$20.00	\$4,380.00	\$22.10	\$4,839.90	\$15.15	\$3,317.85
35	FURNISH AND INSTALL SCHEDULE 80 (10 BWG) STEEL POSTS FOR ALUMINUM PANEL SIGNS, COMPLETE IN PLACE PER DETAIL	LF	230	\$13.00	\$2,990.00	\$16.00	\$3,680.00	\$25.00	\$5,750.00	\$15.00	\$3,450.00	\$29.00	\$6,670.00	\$6.80	\$1,564.00
36	FURNISH AND INSTALL TRIANGULAR SLIP BASE SYSTEM FOR STEEL POSTS, COMPLETE IN PLACE PER DETAIL	EA	23	\$400.00	\$9,200.00	\$480.00	\$11,040.00	\$350.00	\$8,050.00	\$650.00	\$14,950.00	\$16.90	\$388.70	\$320.00	\$7,360.00
37	EROSION CONTROL AND DEVICES	LS	2	\$20,000.00	\$40,000.00	\$39,168.00	\$78,336.00	\$8,200.00	\$16,400.00	\$25,000.00	\$50,000.00	\$35,389.40	\$70,738.80	\$7,890.00	\$15,380.00
38	REMOVE AND RELOCATE FIRE HYDRANT	EA	2	\$900.00	\$1,800.00	\$9,213.00	\$6,426.00	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00	\$1,725.00	\$3,450.00	\$995.00	\$1,990.00
39	6" DIAMETER WATER PIPE	LF	80	\$50.00	\$4,000.00	\$99.00	\$7,920.00	\$38.00	\$2,880.00	\$50.00	\$4,000.00	\$57.50	\$4,600.00	\$13.85	\$1,108.00
40	6"-GATE VALVE w/ VALVE BOX AND FIELD ADJUSTMENT, COMPLETE IN PLACE	EA	15	\$2,200.00	\$33,000.00	\$1,590.00	\$23,850.00	\$1,100.00	\$16,500.00	\$3,500.00	\$52,500.00	\$1,725.00	\$25,875.00	\$1,245.00	\$18,675.00
41	ADJUST VALVE BOX TO GRADE	EA	4	\$600.00	\$2,400.00	\$767.00	\$3,068.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$890.00	\$2,760.00	\$995.00	\$2,780.00
42	NM 18 BYPASS PUMPING PHASE 1	LS	1	\$114,000.00	\$114,000.00	\$178,723.00	\$178,723.00	\$45,000.00	\$45,000.00	\$150,000.00	\$150,000.00	\$77,625.00	\$77,625.00	\$89,000.00	\$89,000.00
43	NM 18 BYPASS PUMPING PHASE 2	LS	1	\$35,000.50	\$35,000.50	\$59,919.00	\$59,919.00	\$25,000.00	\$25,000.00	\$85,000.00	\$85,000.00	\$42,550.00	\$42,550.00	\$34,440.00	\$34,440.00
44	NM 18 BYPASS PUMPING PHASE 3	LS	1	\$50,800.00	\$50,800.00	\$45,299.00	\$45,299.00	\$23,000.00	\$23,000.00	\$90,000.00	\$90,000.00	\$42,550.00	\$42,550.00	\$32,700.00	\$32,700.00
45	NM 18 BYPASS PUMPING PHASE 4	LS	1	\$35,040.00	\$35,040.00	\$97,027.00	\$97,027.00	\$34,000.00	\$34,000.00	\$125,000.00	\$125,000.00	\$44,850.00	\$44,850.00	\$49,000.00	\$49,000.00
46	NM 18 BYPASS PUMPING PHASE 5	LS	1	\$16,008.00	\$16,008.00	\$85,940.00	\$85,940.00	\$27,000.00	\$27,000.00	\$90,000.00	\$90,000.00	\$47,725.00	\$47,725.00	\$49,000.00	\$49,000.00
47	NM 18 BYPASS PUMPING PHASE 6	LS	1	\$14,000.33	\$14,000.33	\$42,890.00	\$42,890.00	\$22,000.00	\$22,000.00	\$110,000.00	\$110,000.00	\$42,550.00	\$42,550.00	\$32,700.00	\$32,700.00
48	CENTRAL BYPASS PUMPING PHASE 1	LS	1	\$24,000.00	\$24,000.00	\$43,005.00	\$43,005.00	\$25,000.00	\$25,000.00	\$55,000.00	\$55,000.00	\$42,550.00	\$42,550.00	\$35,300.00	\$35,300.00
49	PRESSURIZED GROUT, COMPLETE IN PLACE	CY	6	\$1,000.00	\$6,000.00	\$183.00	\$1,098.00	\$160.00	\$960.00	\$1,800.00	\$10,800.00	\$959.00	\$5,754.00	\$2,850.00	\$15,900.00
50	BORING AND JACKING 30"-DIAMETER BY 0.489-INCH THICK STEEL CASING w/ 21"-DIAMETER SANITARY SEWER LINE	LF	80	\$650.00	\$52,000.00	\$900.00	\$72,000.00	\$325.00	\$42,000.00	\$1,200.00	\$96,000.00	\$431.25	\$34,500.00	\$377.00	\$30,160.00

BASE BID - SANITARY SEWER LINE F REPLACEMENT-PHASE 8				Desert Utility & Paving, LLC		AUI Inc.		Entrench Inc.		Smithco Construction Inc.		Ramirez & Sons Inc.		J&H Services Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)
51	INSTALL CITY FURNISHED 21" DIA. SANITARY SEWER LINE; INCLUDING TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	LF	322	\$40.00	\$12,880.00	\$123.00	\$39,808.00	\$95.00	\$30,590.00	\$160.00	\$51,520.00	\$172.50	\$55,545.00	\$82.40	\$20,928.80
52	21" DIA. SANITARY SEWER LINE (10'-14" DEPTH); INCLUDING TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	LF	4,460	\$80.00	\$356,800.00	\$146.00	\$651,160.00	\$120.00	\$535,200.00	\$190.00	\$847,400.00	\$207.00	\$923,220.00	\$87.15	\$388,889.00
53	21" DIA. SANITARY SEWER LINE (14'-18" DEPTH); INCLUDING TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	LF	4,900	\$85.00	\$418,500.00	\$154.00	\$754,800.00	\$145.00	\$710,500.00	\$220.00	\$1,078,000.00	\$218.50	\$1,070,850.00	\$95.00	\$465,500.00
54	24" DIA. SANITARY SEWER LINE (10'-14" DEPTH); INCLUDING TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	LF	400	\$90.00	\$36,000.00	\$156.00	\$62,400.00	\$125.00	\$50,000.00	\$200.00	\$80,000.00	\$230.00	\$92,000.00	\$96.50	\$38,600.00
55	8' DIA. OPEN-BOTTOM FIBERGLASS MANHOLE (10'-14') INCLUDING CONCRETE BASE, TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	EA	7	\$9,500.00	\$68,500.00	\$10,267.00	\$71,869.00	\$11,000.00	\$77,000.00	\$10,000.00	\$70,000.00	\$10,350.00	\$72,450.00	\$10,750.00	\$75,250.00
56	8' DIA. OPEN-BOTTOM FIBERGLASS MANHOLE (14'-18') INCLUDING CONCRETE BASE, TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	EA	17	\$8,900.00	\$149,800.00	\$11,418.00	\$194,106.00	\$14,500.00	\$248,500.00	\$12,000.00	\$204,000.00	\$11,500.00	\$195,500.00	\$11,320.00	\$192,440.00
57	8' DIA. OPEN-BOTTOM FIBERGLASS MANHOLE (18'-22') INCLUDING CONCRETE BASE, TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	EA	1	\$17,500.00	\$17,500.00	\$15,487.00	\$15,487.00	\$19,200.00	\$19,200.00	\$12,500.00	\$12,500.00	\$14,950.00	\$14,950.00	\$12,000.00	\$12,000.00
58	8' DIA. OPEN-BOTTOM FIBERGLASS DROP MANHOLE w/ EXTERIOR DROP CONNECTION (10'-14') INCLUDING CONCRETE BASE, TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	EA	4	\$20,000.00	\$80,000.00	\$22,982.00	\$91,968.00	\$18,200.00	\$72,800.00	\$20,000.00	\$80,000.00	\$20,700.00	\$82,800.00	\$14,175.00	\$56,700.00
59	8' DIA. OPEN-BOTTOM FIBERGLASS DROP MANHOLE w/ EXTERIOR DROP CONNECTION (14'-18') INCLUDING CONCRETE BASE, TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	EA	6	\$30,000.00	\$180,000.00	\$25,169.00	\$151,014.00	\$16,500.00	\$99,000.00	\$22,500.00	\$135,000.00	\$23,000.00	\$138,000.00	\$16,880.00	\$101,280.00
60	INSTALL CITY FURNISHED 10' DIA. OPEN-BOTTOM FIBERGLASS DROP MANHOLE w/ EXTERIOR DROP CONNECTION (14'-18'); INCLUDING TRENCH, EMBEDMENT, BACKFILL, COMPACTION, COMPLETE IN PLACE	EA	1	\$16,000.00	\$16,000.00	\$10,596.00	\$10,596.00	\$27,000.00	\$27,000.00	\$9,000.00	\$9,000.00	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00
61	WATER EXFILTRATION (LEAKAGE) TESTING FOR INSTALLED MANHOLES	EA	38	\$250.00	\$9,500.00	\$251.00	\$9,538.00	\$950.00	\$34,200.00	\$250.00	\$9,500.00	\$575.00	\$20,700.00	\$645.00	\$19,620.00
62	CONNECTION TO EXISTING SEWERLINE	EA	8	\$500.00	\$4,000.00	\$1,803.00	\$14,424.00	\$2,100.00	\$16,800.00	\$5,500.00	\$44,000.00	\$1,725.00	\$13,800.00	\$4,840.00	\$37,120.00
63	SANITARY SEWER SERVICE RECONNECTIONS	EA	5	\$1,100.00	\$5,500.00	\$1,809.00	\$8,045.00	\$1,700.00	\$8,500.00	\$2,000.00	\$10,000.00	\$1,380.00	\$6,900.00	\$4,825.00	\$23,125.00
64	VIDEO CAMERA INSPECTION OF SANITARY SEWER PIPE IN PLACE	LF	10,182	\$6.50	\$66,053.00	\$7.30	\$74,182.60	\$2.50	\$25,405.00	\$2.00	\$20,320.00	\$5.75	\$58,431.50	\$2.20	\$22,356.40
65	ADJUST MANHOLE TO GRADE	EA	8	\$1,200.00	\$9,600.00	\$767.00	\$6,136.00	\$1,100.00	\$8,800.00	\$1,200.00	\$9,600.00	\$1,725.00	\$13,800.00	\$1,500.00	\$12,000.00
66	LIGHT POLE BASE, COMPLETE IN PLACE	EA	30	\$1,300.00	\$39,000.00	\$1,297.00	\$38,910.00	\$1,260.00	\$37,800.00	\$1,500.00	\$45,000.00	\$1,080.00	\$32,400.00	\$1,600.00	\$48,000.00
67	2" CONDUIT	LF	18,380	\$11.00	\$201,980.00	\$13.50	\$247,860.00	\$7.80	\$143,208.00	\$5.00	\$91,800.00	\$3.48	\$63,892.80	\$13.50	\$247,860.00
68	STANDARD PULL BOX	EA	30	\$650.00	\$19,500.00	\$784.00	\$23,520.00	\$910.00	\$27,300.00	\$600.00	\$18,000.00	\$270.00	\$8,100.00	\$820.00	\$24,600.00
69	#4 COPPER WIRE (STANDARD WIRE PAIR AND A GROUND WIRE AS PER ADDENDUM NO. 3)	LF	11,200	\$2.50	\$28,000.00	\$5.30	\$59,360.00	\$5.10	\$57,120.00	\$3.00	\$33,600.00	\$2.70	\$30,240.00	\$3.20	\$35,840.00

BASE BID - SANITARY SEWER LINE F REPLACEMENT-PHASE 8				Desert Utility & Paving, LLC		AUI Inc.		Entrench Inc.		Smithco Construction Inc.		Ramirez & Sons Inc.		J&H Services Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)	UNIT COST (\$/UNIT)	ITEM COST (\$)
70	NPDES PERMITTING AND SWPPP PREPARATION AND IMPLEMENTATION	LS	1	\$15,000.00	\$15,000.00	\$5,469.00	\$5,469.00	\$9,500.00	\$9,500.00	\$25,000.00	\$25,000.00	\$4,608.50	\$4,608.50	\$31,000.00	\$31,000.00
71	MOBILIZATION/DEMobilIZATION	LS	1	\$385,000.00	\$385,000.00	\$520,000.00	\$520,000.00	\$18,500.00	\$18,500.00	\$250,000.00	\$250,000.00	\$49,800.00	\$49,800.00	\$135,000.00	\$135,000.00
72	LOW-PRESSURE AIR TESTING FOR INSTALLED SANITARY SEWER PIPE	LF	10,162	\$2.50	\$25,405.00	\$1.40	\$14,226.80	\$3.00	\$30,486.00	\$0.46	\$4,720.00	\$0.57	\$5,792.34	\$3.00	\$30,486.00
73	PIPE DEFLECTION TESTING (GO-NO GO MANDREL) FOR INSTALLED SANITARY SEWER PIPE	LF	10,162	\$1.50	\$15,243.00	\$1.80	\$18,291.60	\$3.00	\$30,486.00	\$0.46	\$4,720.00	\$0.57	\$5,792.34	\$1.25	\$12,702.50
74	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	\$70,018.00	\$70,018.00	\$73,607.00	\$73,607.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$46,718.10	\$46,718.10	\$30,000.00	\$30,000.00
75	CROSSING UN-MARKED LINES WHICH ARE NOT SHOWN ON PLANS OR IDENTIFIED THROUGH NM-ONE CALL BID LOCATE, CRITICAL PATH ONLY, AS SPECIFIED IN THE SPECIAL CONDITIONS	EA	10	\$1,500.00	\$15,000.00	\$7,156.00	\$71,560.00	\$3,800.00	\$38,000.00	\$4,000.00	\$40,000.00	\$1,200.00	\$12,000.00	\$890.00	\$8,900.00
TOTAL					\$3,866,866.33		\$5,296,366.60		\$3,667,811.00		\$5,316,200.00		\$4,450,971.26		\$3,547,218.15

ENGINEER'S CERTIFICATE:

I hereby certify that this TABULATION is True and Correct.
December 13, 2016



Thomas (Todd) Randall
Number 16458
State of New Mexico



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM
MEETING DATE: December 19, 2016

SUBJECT: Bid No. 1553-17 Furnish Municipal Vehicles
DEPT. OF ORIGIN: General Services
DATE SUBMITTED: December 13, 2016
SUBMITTED BY: Ronny Choate, Director of General Services

Summary: Bids were opened on December 6, 2016 to furnish vehicles. Bid packets were mailed to eight potential bidders and bids were received from two vendors. The results are as follows.

TOTAL PRICE	UNIT PRICE
<u>Item 1 – ½ Ton Crew Cab, Short Bed 4X2 (1)</u> Rich Ford TTL \$ 29,622.00	\$29,622.00
<u>Item 2 – ¾ Ton Single Cab, Long Bed 4X2 (3)</u> Rich Ford TTL \$ 71,079.00	\$23,693.00
<u>Item 3 – ¾ Ton Crew Cab, Short Bed 4X2 (1)</u> Tate Branch TTL \$ 26,512.09	\$26,512.09
<u>Item 4- ½ Ton Crew Cab, Short Bed 4X4 (1)</u> Tate Branch TTL \$ 29,964.72	\$29,964.72
<u>Item 5- 4 Door Full Size Sedan (1)</u> Rich Ford TTL \$ 20,967.00	\$20,967.00
<u>Item 6- ¾ Ton Extended Cab, Short Bed 4X4 (1)</u> Tate Branch TTL \$29,302.72	\$29,302.72
<u>Item 7- ¾ Ton Extended Cab, Long Toolbox Bed 4X4 (2)</u> Rich Ford TTL \$70,040.00	\$35,020.00
<u>Item 8- ¾ Ton Crew Cab, Short Bed 4X4 (1)</u> Tate Branch TTL \$30,064.72	\$30,064.72

Fiscal Impact: Reviewed By: 

Finance Department

Total cost of the vehicle purchase is \$ 307,552.25. Total budget amount is \$399,893.00.

Attachments:

Bid Tabulation and Cost Sheet.

Legal Review: Approved As To Form: M. H. Stone

City Attorney

Recommendation:

City staff recommends to award items as follows.

Award items 3,4,6,8, to Tate Branch

Award items 1,2,5,7 to Rich Ford

Approved For Submittal By:


Department Director


City Manager *ACM*

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: Acceptance of Response from Utility, Inc. Reference to RFP #484-17: Body-Worn / In-Car Cameras with Management System

DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: December 13, 2016
SUBMITTED BY: Chief Chris McCall

Summary:

Public Safety- The Hobbs Police Department published a request for proposal (RFP) on September 18, 2016 for body-worn and in-car cameras. The proposal requested proposals from vendors who could provide all hardware associated with both camera systems to include a cloud based storage solutions. This includes upgrading hardware inside patrol units and at the department to allow for wireless download capabilities and WiFi connections to various devices. The RFP received two responses before the due date of October 11, 2016. The vendors who responded were Utility, Inc. and Taser International. An evaluation committee was established per the RFP and Utility, Inc. was selected as the vendor of choice.

Fiscal Impact:

Reviewed By: 
Finance Department

The fiscal impact to the City for the first year that includes hardware, cameras, software, training, retrofit of uniforms, installation, and unlimited data storage is \$325,120. The City's projected cost for unlimited storage and maintenance per year after year one is \$213,120. This cost includes upgraded equipment every three years. Budgeted funds for 2017 is budgeted at \$750,000.00

Attachments:
Sales Quote
RFP Tabulation

Legal Review:

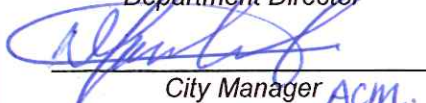
Approved As To Form: 
City Attorney

Recommendation:

Staff recommends awarding Utility, Inc. the contract to provide the Hobbs Police Department with body-worn/in-car cameras.

Approved For Submittal By:


Department Director


City Manager ACM.

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Category	Taser International	Utility Associates, Inc.
Vendor Experience	31	31.2
Cost of Services	16.2	20
Quality of Proposed Solution	30.2	37.8
References	4.5	4.5
<i>Final Score</i>	81.9	93.5



Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 600
 Decatur GA 30030
 (404) 816-0300
 www.utility.com

SALES QUOTE

Created Date 12/13/2016
 Quote Number 00001280
 Account Name Hobbs NM Police
 Prepared By Amanda Havice

Bill To Name Hobbs NM Police Ship To Name Hobbs NM Police
 Bill To Hobbs NM Police Department
 300 N. Turner
 Hobbs, NM 88240
 USA

Product	Line Item Description	Quantity	Sales Price	Total Price
RIOT-HB-101	Hardware - Rocket IoT for Prisoner Transport Van (HD In-Van Router and DVR for Video) with 3 Rear Cameras and Range Boosting Antenna	1.00	\$1,000.00	\$1,000.00
RIOT-UP-2001	Software - AVaiL Web and SmartRedaction SaaS for Rocket IoT Prisoner Transport Van - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 1 Year	1.00	\$1,920.00	\$1,920.00
RIOT-HB-3003	Hardware - Rocket IoT for Interview Room (HD Router and DVR for Video) with 2 Cameras and microphone	6.00	\$1,000.00	\$6,000.00
RIOT-UP-3001	Software - AVaiL Web and SmartRedaction SaaS for Rocket IoT Interview Room - Including Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download for 1 Year	6.00	\$1,920.00	\$11,520.00

Subtotal \$20,440.00
 Total Price \$20,440.00
 Grand Total \$20,440.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: A Resolution Authorizing the Mayor to Execute a Professional Services Agreement with Luke Otero for Lobbying Services.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 9, 2016
SUBMITTED BY: Michael H. Stone, City Attorney

Summary: It has been determined that the City would benefit from having the services of a Lobbyist during the 2017 New Mexico Legislative Sessions. Available sources have been reviewed and it has been determined the Luke Otero should provide professional state lobbying services to the City. The proposed Professional Services Agreement is attached. The contract is for the 2017 Legislative Sessions and any follow up meetings/services following the 2017 session. This contract is for \$24,500.00 plus expenses, not to exceed \$1,250.00.

Fiscal Impact: The contract is for \$24,500 for fiscal year 2017 plus reasonable expenses not to exceed \$1,250.00 for the contract period.

Reviewed By: 
Finance Department

Attachments: Resolution
Professional Services Agreement

Legal Review: Approved As To Form: 
City Attorney

Recommendation: The Commission to approve the Resolution.

Approved For Submittal By:

Department Director

City Manager *ACM*

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. 6503

A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH LUKE OTERO FOR LOBBYING SERVICES

WHEREAS, Section 3-17-1, NMSA 1978, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by a certain segment of the population of the City and are necessary to provide for the safety of its citizenry, and to preserve the health of that portion of its citizenry and to otherwise contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to Section 13-1-126, NMSA 1978, as amended, has conducted a good faith review of available sources and resources within Lea County and has determined that there is only one source within Lea County for the services needed;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is authorized to execute a Professional Services Agreement with Luke Otero for state lobbying on behalf of the City of Hobbs as attached hereto and incorporated herein as Exhibit "A".

PASSED, ADOPTED AND APPROVED this 19th day of December, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made the ____ day of _____ 20____, by and between the City of Hobbs, New Mexico, a New Mexico municipal corporation, hereinafter referred to as "City", and Luke Otero, 1458 Miracerros Loop North, Santa Fe, New Mexico, 87505, hereinafter referred to as "Contractor".

1. SCOPE OF SERVICES:

Contractor shall provide professional state lobbying services as fully set forth herein.

2. COMPENSATION:

City will pay Contractor \$24,500 for the 2017 Legislative Session and any follow up meetings/services resulting from the 2017 session. City will also reimburse Contractor for reasonable actual out-of-pocket expenses, not to exceed \$1,250.00. Contractor shall provide periodic bills of services performed and expenses incurred to City for approval and payment.

3. TERM:

The term of this Agreement shall be for the 2017 New Mexico Legislative Session, including any follow up meetings/services resulting from the 2016 session or as terminated pursuant to paragraph 6 herein.

4. ASSIGNMENT:

Neither City nor the Contractor may assign this Agreement, or any interest herein, without prior written approval of the other.

5. INDEMINIFICATION:

Contractor agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys fees arising or alleged to have arisen out of Contractor's negligent rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

6. TERMINATION:

This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If termination

occurs, contractor shall provide documentation of actual services rendered and shall be compensated at contractor's standard hourly rate.

7. CONFIDENTIALITY AGREEMENT:

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

8. STATUS OF CONTRACTOR:

Contractor, and his agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding use of City vehicles, or any other benefits afforded to the employees of the City as a result of this Agreement.

9. RECORDS AND AUDIT:

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. GOVERNING LAW:

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and the Contractor, their respective successors and assigns. Venue for any and all legal proceedings shall be in the District Court in Lea County, New Mexico.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

THE CITY OF HOBBS, NEW MEXICO

By: SAM D. COBB, Mayor

LUKE OTERO, Contractor

Approved as to form:



MICHAEL H. STONE, City Attorney

Attest:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: RESOLUTION TO APPROVE THE MARIN SUMMARY SUBDIVISION AND APPROVE AN INFRASTRUCTURE DEVELOPMENT AGREEMENT. Located northeast of the intersection of Midwest and Edwards as submitted by Adan Marin, property owner.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: December 13, 2016
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Marin Summary Subdivision as well as an infrastructure Development Agreement is submitted by Adan Marin, property owner. The proposed subdivision is located northeast of the intersection of Midwest and Edwards. The proposed subdivision encompasses +/- 1.88 acres and will create a total of 2 lots plus roadway dedication.

MC Title 16 requires all public infrastructures serving the development to be in place or adequate surety given by the developer regarding said infrastructures prior to acceptance/approval of the subdivision. As per the City of Hobbs Utility Service Policy as adopted by Resolution #6215 on November 3, 2014, the developer of each individual lot utilizing infrastructures not installed by the developer or previously served would be required to pay a fair share assessment at time of connection to services. Additionally, the Utility Service Policy allows for development agreements whereby the infrastructures are extending by the municipality and developer is responsible for only the fair share assessment.

The developer would still be responsible for the fair share assessments, as reflected in the Development Agreement, at time of connection. Also, as additional connections west and south of the proposed development are made to the newly installed infrastructure fair share assessments will be collected.

Fiscal Impact: Reviewed By: [Signature] Finance Department

Resolution #6487 adopted on October 3, 2016 encumbered \$100,000.00 for installation of the required infrastructure in account #44-4440-44901 Project 73.

Attachments: Resolution, Final Plan, Development Agreement, Planning Board Minutes.

Legal Review: Approved As To Form: [Signature] City Attorney

Recommendation: Consideration to Approve the Resolution to approve the Final Plan for Marin Summary Subdivision as well as an infrastructure Development Agreement as recommended by the Planning Board.

Approved For Submittal By: [Signature] Department Director
[Signature] City Manager ACM
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. 6504

A RESOLUTION APPROVING AN INFRASTRUCTURE DEVELOPMENT AGREEMENT, AS SUBMITTED BY ADAN MARIN, PROPERTY OWNER.

WHEREAS, Adan Marin has submitted a Summary Subdivision as well as an infrastructure Development Agreement; and

WHEREAS, the Summary Subdivision in conjunction with the infrastructure Development Agreement was reviewed by staff and found to be consistent with previously approved Development Agreements.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF HOBBS, NEW MEXICO, that

1. The City of Hobbs hereby approves the Marin Summary Subdivision as well as the infrastructure Development Agreement; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 19th day of December, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

INFRASTRUCTURE DEVELOPMENT AGREEMENT
North West Corner of Midwest and Edwards

THIS AGREEMENT, made and entered into this 19th day of December 2016, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Adan Marin, 920 S Edwards St., Hobbs, New Mexico 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has decided to further develop an undivided parent parcel located northwest of the intersection of Midwest and Edwards, including the subdivision of the parent parcel for the purpose of adding additional habitable structures. The subdivision of property requires all infrastructure to be in place at the time of municipal approval of the subdivision as per Title 16 of the Municipal Code; and

WHEREAS, the addition of infrastructure, and more specifically a municipal water main, would be required at the time of subdivision approval prior to the development of the property allowing for increased density in this area. Therefore, it has been determined by City and agreed by Developer that in lieu of Developer installing the required infrastructure at the time of subdivision, Developer shall pay a one-time fair share assessment for infrastructure improvements prior to subdivision approval.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall cause to be created a summary subdivision plat creating no more than two tracts and the right of way dedication required for Midwest and Edwards. Included in the right of way dedication shall be the entirety of the south west corner of the parent parcel adjacent to the intersections of Midwest and Edwards. The Developer shall pay to the City, prior to municipal approval of the subdivision, the fair share pro rata amount of Eight Thousand Three Hundred Dollars (\$8,300.00), for the future installation of municipal infrastructure, more specifically a municipal water main required along the Developers south and west property lines.
2. The Developer shall utilize the sewer located adjacent to the southern and western boundaries of the parent parcel. Fair share assessment for the utilization of said infrastructure has been previously received by the municipality.
4. The City shall construct or cause to be constructed, municipal infrastructure, specifically a municipal water main, with that portion dedicated as right of way for Midwest and Edwards. Said utility shall run adjacent to the southern and western boundaries of developer's property.
5. Responsibilities of the parties hereto are as follows:
 - A. The Developer shall:
 - 1) Pay for all costs for development pursuant to City policies, including the payment of the fair share pro rata infrastructure improvements as per this agreement.
 - 2) Comply with all City policies for building, landscaping, fire code, etc. for the remainder of the construction.
 - B. The City shall:
 - 1) The City shall construct or cause to be constructed, municipal infrastructure, specifically a municipal water main, with that portion dedicated as right of way for Midwest and Edwards. Said utility shall run adjacent to the southern and western boundaries of developer's property.

6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Adan Marin, 920 S. Edwards St., Hobbs, New Mexico 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

7. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

8. This Agreement shall be subject to the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

9. Representations of City.

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming permit application(s) in a forthright manner and with due diligence.

10. Representations of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

11. BREACH

A. The following events constitute a breach of this Agreement by Developer:

Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

B. The following events constitute a breach of this Agreement by City:

City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

12. REMEDIES UPON BREACH.

A. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

B. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

13. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District

Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

14. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER – Adan Marin

Sam D. Cobb - Mayor

Adan Marin P

BY: Adan Marin

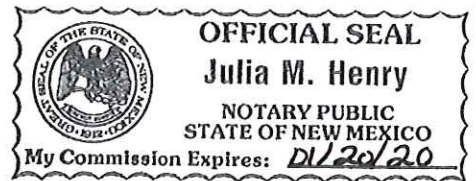
Its: Owner

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Michael Stone, City Attorney



for an acknowledgement in an individual capacity:
State of New Mexico
County of Lea
This instrument was acknowledged before me on
Dec 13th, 2016 by Adan Marin P.
Julia M. Henry
Notary



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: International Fire Code 2015 Adoption

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: December 12, 2016
SUBMITTED BY: Shawn Williams , Fire Marshal

Summary:

The City of Hobbs Fire Department is seeking to adopt the International Fire Code 2015 edition. Attachment included contains changes and additions in bold print and mark throughs . The adoption of the Fire Code will provide consistency with the International Building Code 2015 edition recently adopted by the City of Hobbs and State of New Mexico.

Fiscal Impact:

Reviewed By: 
Finance Department

There is no fiscal impact to the City of Hobbs with the adoption of this ordinance.

Attachments:

1. Ordinance

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Mayor and Commission to approve Publication of proposed Ordinances.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8.32
OF THE HOBBS CITY FIRE CODE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that Section 2.28.040 of the City Fire Code be amended to read as
follows:

Chapter 8.32 - FIRE CODE

8.32.010 - International Fire Code—Adopted.

- A. There is adopted by the City Commission, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code and those certain standards known as the International Fire Code, 2009 **2015** Edition, published by the International Fire Code Institute, along with the following appendix chapters:
 - 1. Appendix B, Fire-flow requirements for buildings;
 - 2. Appendix C, Fire hydrant locations and distribution;
 - 3. Appendix D, Fire apparatus access roads or as determined by authority having jurisdiction.
- B. The International Fire Code mentioned in subsection A of this section, including the enumerated appendices, is adopted, saved and except such portions as are deleted, modified or amended by this chapter. One (1) copy is filed in both the office of the City Clerk and the City Fire Prevention Bureau, and the same is adopted and incorporated as fully as set out at length herein, and the provisions thereof shall be controlling within the City.
- C. All references to Electrical, Mechanical and Plumbing in the International Fire Code are deleted and the blended codes as adopted by the New Mexico Building Code are referenced in this Fire Code.

8.32.020 - Establishment and duties of fire prevention services.

- A. The Fire Code, as adopted in Section 8.32.010 and as amended in this chapter, shall be enforced by the Bureau of Fire Prevention in the Fire Department of the City, which is established and which shall be operated under the supervision of the Chief of the Fire Department.

- B. The Chief of the Fire Department may detail such members of the Fire Department and Code Enforcement officers as shall from time to time be necessary to administer this code.
- C. The Fire Marshal is directed and empowered to enforce such rules and regulations necessary to carry out the duties of his or her office and more specifically to issue orders in conjunction with the Building Official in accordance with and as substantially embodied in the applicable provisions of the International Building Code, 2009 **2015** Edition, as adopted in Chapter 15.04 of this code, and all additions, amendments and changes as may occur therein.

8.32.030 - Definitions.

As used in this chapter:

"Building Official" means the designated authority charged with the administration and enforcement of the International Building Code.

"Fire Marshal" means the officer or the designated authority charged with the administration of the fire prevention bureau; "Fire Marshal" is interchangeable with "fire code official" in this chapter.

"Jurisdiction" means all property within the corporate limits of the City of Hobbs, New Mexico and that property within the extraterritorial zone.

8.32.040 - Establishment of limits—~~Districts~~ **Areas** in which storage of flammable or combustible liquids in outside aboveground tanks prohibited.

The limits referred to in Sections ~~3404.2.9.6.1 and 3406.2.4.4~~ **5704.3.4 and 5704.34.3** of the International Fire Code, in which the storage of flammable or combustible liquids is restricted, is established as City limits, subject to any exceptions as may be established by those rules and regulations promulgated by the Chief of the Fire Department.

8.32.050 - Establishment of limits—~~Districts~~ **Areas** in which storage of liquefied petroleum gases prohibited.

The limits referred to in Section ~~3804.2~~ **6109.1** of the International Fire Code, in which storage and use of liquefied petroleum gas is restricted, are established as City limits. The aggregate capacity of any one (1) installation shall not exceed a two thousand (2,000) gallon water capacity in residential areas. Exceptions are where approved by the Fire Marshal in a multi-container location such as a dispensing station and bulk facilities.

8.32.060 - Reserved.

Editor's note— Ord. No. 1054, adopted Apr. 16, 2012, deleted § 8.32.060 which pertained to establishment of limits—Districts **Area** in which storage of flammable cryogenic fluids in stationary containers prohibited and derived from Ord. 923 §§ 1, 2 (part), 2004.

8.32.070 - Amendments.

The International Fire Code is amended as set forth in this section. When an existing section number of the International Fire Code is referred to in the following section, the text in this section shall control. When a new section or subsection is referred to in the following section it shall be added to the International Fire Code, as adopted. The International Fire Code is amended and changed as follows:

Chapter 1 Administration.

Section 101.1 Title shall be amended to read as follows:

These regulations shall be known as the Fire Code of the City of Hobbs, hereinafter also referred to as "this code."

Section 104.6 Official records shall be amended to read as follows:

The fire code official shall keep official records as required by Sections 104.6 through 104.6.4. Such records shall be retained in accordance with the record retention requirements established by the City of Hobbs and State of New Mexico.

104.10.2 Section added with following language: Fire prevention personnel and police authority.

- A. Members of the fire prevention service shall have the powers of police officer in performing their duties under this code when:
 - 1. Such members of the fire prevention services have been certified by a law enforcement academy authorized by the State of New Mexico and;
 - 2. Such members have been commissioned as peace officers in the State of New Mexico;
- B. Members of the fire prevention service who meet the requirement stated in paragraphs (1) and (2) of subpart A of the section shall have the following powers:
 - 1. Powers of arrest for criminal matters;
 - 2. Authority to carry such weapons and utilizes such equipment necessary in the discharging of their duties pursuant to this code;

3. Authority to investigate arson and related crimes if so appointed and authorized;
- C. All other members of the fire preventions services who do not meet the requirements of subpart A of this section shall have the power to issue citations only for violations of the International Fire Code, and have the authority to investigate arson and related crimes.

Section 105.7 Required construction permits shall be amended to read as follows:

The fire code official is authorized to issue construction permits for work as set forth in Sections 105.7 through 105.7.14. Such permits shall be processed through the City of Hobbs Fire Prevention Bureau and shall be in conformance with the requirements established by this code and the Building Inspection Division.

105.7.1.1 Section added with following language: Automatic fire-extinguishing systems. Hydraulic calculations shall be provided for modification to an existing automatic fire-extinguishing system requiring the installation of additional heads when either of the following occurs:

1. Number of heads being added exceeds 10.
2. Number of heads being added is greater than 10 percent of total heads for the system

The fire code official may require hydraulic calculations be submitted for and modification to an existing system with deemed necessary to adequately evaluate the impact on the system.

105.7.1.2 Section added with following language: Automatic fire-extinguishing systems. Hydraulic calculations shall be provided with a 10 psi safety margin on all commercial buildings requiring an automatic fire-extinguishing system.

The fire code official shall have the authority to reduce the safety margin where deemed adequate.

Section 108.1 Board of appeals established shall be amended to read as follows:

Whenever the chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, applicant may appeal from the decision to City Manager by writing to the Chief of the Fire Department requesting an appeal within 30 days of the aggrieved action.

Section 108.2 Limitations on authority shall be deleted in its entirety.

Section 108.3 Qualifications shall be deleted in its entirety.

Section 109.3 Violation penalties shall be deleted in its entirety; refer to section 8.32.080 of the Hobbs Municipal Code.

Section 111.4 Failure to comply shall be amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be considered to be in violation of this code and shall be subject to the penalties as set forth in Section 109.3.

Chapter 4 Emergency Planning and Preparedness

Table 405.2 Fire and evacuation drill frequency and participation shall be amended as follows:

Group H occupancies shall be included with Group A occupancies in the table.

Chapter 9 Fire Protection Features

Section 902.1 Definitions shall have the definition of Standpipe System, Classes as amended to read as follows:

Standpipe classes are as follows:

Class I system. A system providing 2.5-inch (64 mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams.

Class II system. A system providing 1.5-inch (38 mm) hose stations to supply water for use primarily by the building occupants or by the fire department during initial response. 1.5-inch hoses & hose cabinets shall not be provided, unless required by the Fire Code Official.

Class III system. A system providing 1.5-inch (38 mm) hose stations to supply water for use by building occupants and 2.5-inch (64 mm) hose connections to supply a larger volume of water for use by fire departments and those trained in handling heavy fire streams. 1.5-inch hoses and hose cabinets shall not be provided, unless required by the Fire Code Official.

Chapter 34- 57 Flammable and Combustible Liquids

Section 3406-3 5706.3 Well drilling operations shall be in accordance with Chapter 8.44 of the Hobbs Municipal Code.

8.32.080 - Violations—Penalties.

- A. Any person who violates any of the provisions of the Fire Code, as adopted and amended in this chapter [8.32], who fails to comply with the Fire Code, who violates or fails to comply with any order made under the Fire Code, who builds in violation

of any order made under the Fire Code, who builds in violation of any detailed statement of specifications or plans submitted and approved under the Fire Code or any certificate or permit issued under the Fire Code and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by this chapter or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment. The imposition of one (1) penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

- B. The application of the penalty in subsection A of this section shall not be held to prevent the enforced removal of prohibited conditions.

8.32.090 - Permits and fee schedule.

A fee of twenty-five dollars (\$25.00) shall be paid to the City of Hobbs for any permit required by this chapter or as required by the City of Hobbs Fire Department pursuant to its administrative regulations, unless a special permit fee is applicable. The fees for a special permit shall be as required by subsection D of this section.

- A. Definitions. As used in this section:

"Automatic fire sprinkler system" means a system that has a water supply, piping, valves, and sprinklers, and is designed to automatically detect and control an unwelcome fire in a building.

"Chemical automatic fire extinguishing system" means a system that uses a gaseous, liquid, or powder form of extinguishing agent, other than water or a water-foam mixture, to control an unwelcome fire. Such systems include at least a supply of the chemical agent, means to distribute the agent, and a fire detection system.

"Device" means a component of a fire alarm system that initiates a signal or that provides notification of a signal. Device also includes a component that transmits a signal or a fire alarm control panel.

"Fire alarm control panel" means a component of a fire alarm system that receives initiating signals and sends notification signals.

"Fire alarm system" means a system of components and circuits arranged to receive notification of a fire by automatic or manual means and arranged to initiate an appropriate warning signal.

"Sprinkler" means a device that is a part of an automatic fire sprinkler system, and is intended to spray suppression water into a fire environment.

B. Special Permit Requirement.

1. A special permit from the City of Hobbs Fire Department is required for the installation or modification of any automatic fire sprinkler system, chemical automatic fire extinguishing system, and fire alarm systems as defined in subsection A of this section.
2. Exception: A special permit shall not be required for the installation or modification of a fire alarm system in a single-family dwelling or in a two-family dwelling.

C. Application. Application for special permits shall be made on forms provided by the City of Hobbs Fire Department and shall include such plans and attached information as required. No work on the system requiring the special permit shall be done until the permit is issued by the Fire Department.

D. Special Permit Fees. Fees shall be paid to the City of Hobbs for any special permit required. Fees shall be paid at the time of application for a special permit.

1. The fee for special permit for an automatic fire sprinkler system shall be as follows:
 - a. For installation of systems or modifications to existing systems involving twenty (20) or fewer sprinklers, the fee shall be thirty dollars (\$30.00).
 - b. For installation of systems or modifications to existing systems involving twenty-one (21) to fifty (50) sprinklers the fee shall be fifty dollars (\$50.00).
 - c. For installation of systems or modifications to existing systems involving fifty-one (51) to one hundred (100) sprinklers the fee shall be one hundred dollars (\$100.00).
 - d. For installation of systems or modifications to existing systems involving more than one hundred (100) sprinklers the fee shall be one hundred-fifty dollars (\$150.00).
2. The fee for a special permit for a fire alarm system shall be as follows:
 - a. For installation of systems or modifications to existing systems involving no more than ten (10) devices, the fee shall be thirty dollars (\$30.00).
 - b. For installation of systems or modifications to existing systems involving eleven (11) to thirty (30) devices, the fee shall be fifty dollars (\$50.00).
 - c. For installation of systems or modifications to existing systems involving more than thirty (30) devices, the fee shall be one hundred dollars (\$100.00).

3. The fee for a special permit for a chemical automatic fire extinguishing system shall be as follows: for installation of systems or modifications to existing systems the fee shall be thirty dollars (\$30.00).
- E. Issuance. Applications for special permits shall be reviewed by the City of Hobbs Fire Department, and if in compliance with the applicable codes and regulations, the special permit shall be issued.
 - F. Validity of Permit. The issuance of a permit or approval of plans shall not be construed to be a permit for, or an approval of, any violations of the provisions of the International Fire Code or any other ordinance of the City. The issuance of a permit shall not prevent the Fire Department from thereafter requiring the correction of errors in plans.
 - G. Suspension or Revocation. The Fire Chief or the Fire Marshal may, in writing, suspend or revoke a special permit that has been issued in error, or issued on the basis of incorrect information supplied, or is otherwise in violation of any ordinance.
 - H. Stop Orders. When any work is being done or a condition is being established contrary to the provisions of a special permit, the Fire Chief or the Fire Marshal may order the work stopped by notice in writing served on any persons engaged in doing or causing the work to be done. Such work shall stop until continuation is authorized in writing by the Fire Chief or the Fire Marshal.
 - I. Expiration. Any special permit issued by the City of Hobbs Fire Department shall expire by limitation, and become null and void if the work authorized is not commenced within one hundred eighty (180) days from the issuance of the special permit, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days any time after the work is commenced. For review of a permit after expiration, the applicant must submit a new application and pay a new fee.
 - J. Re-inspection Fee for Permits. A fee of twenty-five dollars (\$25.00) shall be paid to the City of Hobbs for any re-inspection on permitted work.
 - K. Posting of Permits. Any required special permit shall be conspicuously posted on the premises, and shall not be removed, except by the City of Hobbs Fire Department.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: CONSIDER CHANGING CITY ORDINANCE TO ALLOW COMMUNITY AFFAIRS BOARD TO MEET EVERY OTHER MONTH

DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: December 13, 2016
SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

By Ordinance, the Community Affairs Board is directed to meet on a monthly basis. The Community Affairs Board is one of two Parks & Recreation Department advisory boards with the Cemetery Board being the other. The Cemetery Board's meeting dates are not set by Ordinance and the Cemetery Board recently voted to meet every other month with the ability to call Special Meetings as needed between their bi-monthly meetings. The Community Affairs Board has expressed a desire to have the City Commission approve a change in the ordinance that would allow for bi-monthly meetings. The Community Affairs Board believes that it can accomplish all of its duties with bi-monthly meetings coupled with the ability to call Special Meetings, as necessary, which is also noted in the ordinance.

Fiscal Impact:

None.

Reviewed by: 

Finance Department

Attachments: Copy of Ordinance

Legal Review:

Approved As To Form:



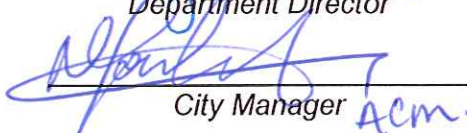
City Attorney

Recommendation:

Staff recommends consideration of changing the City Ordinance that requires the Community Affairs Board to meet on a monthly basis to allow for bi-monthly meetings with special meetings called as necessary.

Approved For Submittal By:


Department Director


City Manager *acm*

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.28.040
OF THE HOBBS CITY CODE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that Section 2.28.040 of the City Code be amended to read as follows:

Section 2.28.040

The Community Affairs Board shall meet ~~regularly at least once a~~ **every other** month, on a regular date to be designated by the Community Affairs Board; provided, that a special meeting may be called at any time by the written request to the Chairperson of the Community Affairs Board with the written consent of all members of the Community Affairs Board. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the whole membership shall constitute quorum, and no action can be had in the absence of quorum

PASSED, ADOPTED AND APPROVED this _____ day of -----,
2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 19, 2016

SUBJECT: Engineering Services; Tertiary Filtration Technical Memo
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: December 12, 2016
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

Design criteria for upgrades to the Wastewater Reclamation Facility in 2006 was based upon effluent water meeting NMED's criteria as a Class 1B effluent for the irrigation of public parks and construction purposes. While protective of public health, set-back limits and site restrictions apply when Class 1B effluent is utilized.

Class 1A effluent is the highest quality effluent under current NMED guidelines and can be broadly utilized except for direct consumption. Future opportunities to utilize Class 1A reclaimed water at the Taylor Ranch Subdivision and for aquifer recharge have been identified to further conserve our current potable water source.

Under the current effluent reuse professional services agreement, a task order with the firm of Molzen Corbin Engineering has been prepared to develop a technical memorandum of four (4) tertiary filtration options for the City's treatment facility to produce Class 1A effluent. Molzen Corbin is qualified to perform these services and is the engineer of record for the 21 MGD tertiary filtration system constructed for the Albuquerque Bernalillo County Water Utility Authority (ABCWUA). Included within the task order is the option for staff to tour the respective process and discuss its performance and O&M requirements with operating personnel.

The development of the technical memorandum is a qualified expenditure under a 2016 legislative grant in the amount of \$100,000.

Fiscal Impact

Reviewed By: [Signature]
Finance Department

The Not-to -Exceed Amount totals \$59,536.98. This project is budgeted for FY16-17 within Fund 624062-44901-00037 and is a qualified expenditure under SAP 16-A2268-STB. 2016 (Hobbs WWRF Improvements) Billing rates are per RFP 480-16.

Attachments:

Molzen-Corbin Scope Document – Technical Memorandum-Effluent Tertiary Filtration Task Order #2 between the City of Hobbs and Molzen Corbin Engineering

Legal Review

Approved As To For: [Signature]
City Attorney

Recommendation:

Staff recommends that Task Order #2 under RFP 480-16 be executed with Molzen-Corbin Engineering to provide Professional Engineering Services as identified within Scope Document – Technical Memorandum- Effluent Tertiary Filtration date December 2, 2016.

Approved For Submittal By:
[Signature]
Department Director
[Signature]
City Manager
ACM

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



UTILITIES DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

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

**TASK ORDER #2: PROFESSIONAL ENGINEERING SERVICES
MOLZEN CORBIN ENGINEERING**

PROJECT NAME: Effluent Tertiary Treatment; Technical Memorandum

ENGINEER OF RECORD: Clayton TenEyck, P.E.- Molzen Corbin Engineering

Scope of Work: Molzen Corbin Engineering (ENGINEER), to provide professional engineering services to develop a Technical Memorandum of tertiary filtration options to achieve Class 1A effluent, including a recommendation for implementation. Liquidated damages of \$50/calendar day shall apply per SAP funding requirements.

ENGINEER's detailed Scope Document and Schedule for Services dated December 2, 2016 is attached and is fully incorporated into Task Order #2.

Services and rates are per RFP 480-16 (Professional Engineering Services, Effluent Reuse Project, Phase II) agreement executed February 1, 2016. Work to commence upon ENGINEER's receipt of formal Notice to Proceed.

Task Order #2 Not-to-Exceed Cost: \$ 59,536.98 @ 7.3125% GRT

City of Hobbs

Molzen Corbin Engineering

Sam Cobb, Mayor


Adelmo Archuleta, MS/PE President

J.J. Murphy City Manager

Approved As To Form

Jan Fletcher, City Clerk

Mike H. Stone, City Attorney


Tim Woomey, Utilities Director

BUDGET LINE ITEM: 624062-44901-00037

MOLZENCORBIN

SCOPE DOCUMENT

City of Hobbs, NM
Technical Memorandum – Effluent Tertiary Filtration
December 2, 2016

1. INTRODUCTION

At the request of the City of Hobbs (City), Molzen Corbin is submitting the following scoping document to prepare a technical memorandum addressing effluent tertiary filtration options for the wastewater reclamation facility (WWRF). The purpose of the memorandum is to evaluate filtration technologies which will be capable of achieving a Class 1A effluent in accordance with the NMED groundwater quality standards. If the NMED Groundwater Quality Bureau identifies other constituents of concern for the City's proposed underground storage and recovery (USR) project, the treatment for those will be added to the scope of this Technical Memorandum by means of a contract amendment.

A: TECHNICAL MEMORANDUM

Molzen Corbin will begin the project with a telephonic kickoff meeting with the City to define the details of the technical memorandum, solidify technologies for evaluation, and discuss an outline for the report. Prior to this conference call, Molzen Corbin will provide the City with a request for information pertinent to the study. Generally, this will include record drawings for the WWRF, up to date flow and effluent quality data, mapping to identify available land for filtration facility construction, past geotechnical reports, etc. Four (4) filtration technologies will be evaluated and may include pressurized filters, pile cloth disc filters, woven polyester screen disc filters, and woven stainless steel screen disc filters. Each technology will include a description of the unit, operational considerations, capital and annual O&M costs, hydraulic requirements, a schematic drawing, and list of installations in the southwest with client contact information. The current and future operations of the WWRF pertaining to effluent management will be discussed with the City to determine the potential need to provide covered storage of the treated effluent following filtration and disinfection to preserve the quality and minimize algae growth. Costs for covering the existing effluent holding pond will be provided in the report.

A draft technical memorandum will be submitted to the City for review and comment. Prior to finalization of the memo, Molzen Corbin will arrange tours of select facilities so the City can see the installations and ask questions of the owners. Upon receipt of comments from the City, the

MOLZENCORBIN

technical memorandum will be finalized with a list of recommended next steps for implementation.

2. PROFESSIONAL SERVICES FEE PROPOSAL (Time & Materials)

A summary of the professional services fee proposal is provided below. A detailed breakdown of tasks and estimated effort is attached to this scoping document.

PROFESSIONAL ITEM	AMOUNT
Technical Memorandum	\$38,475.00
Coordinate and Attend Facility Tours	\$13,100.00
SUBTOTAL	\$51,575.00
Reimbursable Expenses*	\$3,905.00
TOTAL	\$55,480.00
Gross Receipts Taxes**	\$4,056.98
GRAND TOTAL	\$59,536.98

*Reimbursable expenses have been estimated based on trips to four different installation locations.

**Gross receipts taxes are assessed at the time of billing, currently 7.3125%.

3. SCHEDULE FOR SERVICES (assuming a notice to proceed date of January 9, 2017)

- Kick-off Meeting: Week of January 23, 2017
- Draft Technical Memorandum*: March 24, 2017
- Coordinate and Attend Facility Tours: March and April, 2017
- City Review Comments: May 5, 2017
- Finalize Technical Memorandum: May 31, 2017

*Additional time may be needed depending on responsiveness of manufacturers and equipment vendors.

4. SAP Liquidated Damages Clause

The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$ 50.00) for each calendar day that expires after the Contract Time specified in the above scoping document until

MOLZENCORBIN

the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

5. SAP Termination of Contract Clause:

The terms of this Agreement are contingent upon sufficient appropriations and authorization by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, OWNER may immediately terminate this Agreement by giving ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the New Mexico Environment Department (NMED), or the State of New Mexico in the event of immediate or early termination of this Agreement by the OWNER or NMED.

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, OWNER may early terminate this contract by providing ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, OWNER's only liability shall be to pay ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

ACCOUNTING INFORMATION
 Technical Memorandum – Effluent Tertiary Filtration
 City of Hobbs
 Clayton Ten Eyck

Enter Budget using Phases

Yes/No
 Yes

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	Administration Hours	Total Hours
Technical Memorandum	15.50	0.00	22.50	9.00	233.00	21.00	301.00
Facility Tours	0.00	0.00	0.00	0.00	76.00	0.00	76.00
Total	15.50	0.00	22.50	9.00	309.00	21.00	377.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	Administration Fees	Total Fees
Technical Memorandum	\$1,985.00	\$0.00	\$2,835.00	\$1,485.00	\$30,615.00	\$1,575.00	\$38,475.00
Facility Tours	\$0.00	\$0.00	\$0.00	\$0.00	\$13,100.00	\$0.00	\$13,100.00
Total	\$1,985.00	\$0.00	\$2,835.00	\$1,485.00	\$43,715.00	\$1,575.00	\$51,575.00

TOTAL SUBS-BASIC FEE	\$0.00
TOTAL OTHER DIRECT EXPENSES	\$0.00
TOTAL BASIC FEE	\$51,575.00

CONTRACT AMOUNT
 Technical Memorandum -- Effluent Tertiary Filtration
 City of Hobbs

Clayton Ten Eyck

COST CALCULATED
 CONTRACT AMOUNT

		COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)			
SUBTOTAL LABOR			\$51,575.00
REIMBURSABLES			
	<u>Quantity</u>		
In-House Copies	\$0.11 500.00	\$55.00	
In-House Color Copies (8 1/2 x 11)	\$1.00 50.00	\$50.00	
Mileage	\$0.540 2,000.00	\$1,080.00	
Commercial Travel (Airfare if required or additional mileage)		\$1,600.00	
Lodging-Per Diem (per person/per day)	\$89.00 8.00	\$712.00	
Meals - Per Diem (per person /per day)	\$51.00 8.00	\$408.00	
SUBTOTAL REIMBURSABLES			\$3,905.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			\$55,480.00
NMGRT	7.3125%		\$4,056.98
TOTAL			\$59,536.98

MANHOUR ESTIMATE - ARCHITECTURE

Technical Memorandum – Effluent Tertiary Filtration

City of Hobbs

Clayton Ten Eyck

No.	Project Task	ARCH			ADMIN		Grand Totals	Percentage of Hours - This Task	Percentage of Total
		Principal Architect	Senior Architectural Designer	Departmental Totals	ADMIN - Support	Administration Totals			
I. Technical Memorandum									
1	Preliminary building requirements for filtration options	2.50	7.00	9.50		0.00	9.50	54.29%	
2	Input on text and cost estimates for memo	1.50	4.50	6.00	2.00	2.00	8.00	45.71%	
Subtotal Hours Technical Memorandum		4.00	11.50	15.50	2.00	2.00	17.50	100.00%	100.00%
Subtotal Fees Technical Memorandum		\$700.00	\$1,265.00	\$1,965.00	\$150.00	\$150.00	\$2,115.00		100.00%
Total Labor Hours		4.00	11.50	15.50	2.00	2.00	17.50		
Standard Billing Rate or Fee		\$175.00	\$110.00		\$75.00				
Fee Dollars		\$700.00	\$1,265.00	\$1,965.00	\$150.00	\$150.00	\$2,115.00		

MANHOUR ESTIMATE - ELECTRICAL
 Technical Memorandum – Effluent Tertiary Filtration
 City of Hobbs
 Clayton Ten Eyck

No.	Project Task	ELECTRICAL			ADMIN		Grand Totals	Percentage of Hours- This Task	Percentage of Total
		Senior Engineer	Engineering Intern II	Departmental Totals	ADMIN - Support	Administration Totals			
I.	Technical Memorandum								
1	Electrical requirements for filtration options	3.00	4.50	7.50		0.00	7.50	0.94	
2	Controls requirements for filtration options	3.00	4.50	7.50		0.00	7.50	0.94	
3	Input on text and cost estimates for memo	3.00	4.50	7.50	2.00	2.00	9.50	1.19	
	Subtotal Hours Technical Memorandum	9.00	13.50	22.50	2.00	2.00	24.50	3.06	100.00%
	Subtotal Fees Technical Memorandum	\$1,485.00	\$1,350.00	\$2,835.00	\$150.00	\$150.00	\$2,985.00		100.00%
	Total Labor Hours	9.00	13.50	22.50	2.00	2.00	24.50		
	Standard Billing Rate or Fee	\$165.00	\$100.00		\$75.00				
	Fee Dollars	\$1,485.00	\$1,350.00	\$2,835.00	\$150.00	\$150.00	\$2,985.00		

MANHOUR ESTIMATE - MECHANICAL
Technical Memorandum – Effluent Tertiary Filtration
City of Hobbs
Clayton Ten Eyck

No.	Project Task	MECH		ADMIN		Grand Totals	Percentage of Hours- This Task	Percentage of Total
		Senior Engineer	Departmental Totals	ADMIN - Support	Administration Totals			
I. Technical Memorandum								
1	Preliminary HVAC requirements for buildings	6.50	6.50		0.00	6.50	65.00%	
2	Input on text and cost estimates for memo	2.50	2.50	1.00	1.00	3.50	35.00%	
Subtotal Hours Technical Memorandum		9.00	9.00	1.00	1.00	10.00	100.00%	100.00%
Subtotal Fees Technical Memorandum		\$1,485.00	\$1,485.00	\$75.00	\$75.00	\$1,560.00		100.00%
Total Labor Hours		9.00	9.00	1.00	1.00	10.00		
Standard Billing Rate or Fee		\$165.00		\$75.00				
Fee Dollars		\$1,485.00	\$1,485.00	\$75.00	\$75.00	\$1,560.00		

MANHOUR ESTIMATE - WATER RESOURCES
Technical Memorandum – Effluent Tertiary Filtration
City of Hobbs
Clayton Ten Eyck

No.	Project Task	WATER RESOURCES					ADMIN		Grand Totals	Percentage of Hours-This Task	Percentage of Total
		Principal Engineer	Senior Engineer	Professional Engineer	Associate Design Technician	Departmental Totals	ADMIN - Support	Administration Totals			
I. Technical Memorandum											
1	Project setup and development of RFI	2.00	2.00	4.00		8.00		0.00	8.00	3.21%	0.40%
2	Conference call kickoff meeting	2.00	2.00	2.00		6.00		0.00	6.00	2.41%	0.30%
3	Evaluation of existing facility information from RFI		4.00	8.00		10.00		0.00	10.00	4.02%	0.50%
4	Establish design parameters		4.00	6.00		10.00		0.00	10.00	4.02%	0.50%
5	Solicit RFPs from manufacturers	3.00	8.00	32.00		43.00		0.00	43.00	17.27%	2.16%
6	Effluent management discussion and covered storage	2.00	3.00	4.00		9.00		0.00	9.00	3.61%	0.45%
7	Prepare Draft Technical Memorandum	5.00	12.00	44.00	32.00	93.00	10.00	10.00	103.00	41.37%	5.17%
8	Prepare Final Technical Memorandum	3.00	5.00	14.00	8.00	30.00	6.00	6.00	36.00	14.48%	1.81%
9						0.00		0.00	0.00	0.00%	0.00%
10	Project Management	16.00				16.00		0.00	16.00	6.43%	0.80%
11	Quality Assurance	8.00				8.00		0.00	8.00	3.21%	0.40%
Subtotal Hours Technical Memorandum		41.00	40.00	112.00	40.00	233.00	16.00	16.00	249.00	100.00%	78.62%
Subtotal Fees Technical Memorandum		\$7,175.00	\$6,800.00	\$13,440.00	\$3,200.00	\$30,615.00	\$1,200.00	\$1,200.00	\$31,815.00		70.83%
II. Facility Tours											
1	Trip #1	9.00	10.00			19.00		0.00	19.00	25.00%	3.13%
2	Trip #2	9.00	10.00			19.00		0.00	19.00	25.00%	3.13%
3	Trip #3	9.00	10.00			19.00		0.00	19.00	25.00%	3.13%
4	Trip #4	9.00	10.00			19.00		0.00	19.00	25.00%	3.13%
5	Project Management					0.00		0.00	0.00	0.00%	0.00%
6	Quality Assurance					0.00		0.00	0.00	0.00%	0.00%
Subtotal Hours Facility Tours		36.00	40.00	0.00	0.00	76.00	0.00	0.00	76.00	100.00%	23.38%
Subtotal Fees Facility Tours		\$8,200.00	\$9,800.00	\$0.00	\$0.00	\$13,100.00	\$0.00	\$0.00	\$13,100.00		29.17%
Total Labor Hours		77.00	80.00	112.00	40.00	309.00	16.00	16.00	325.00		
Standard Billing Rate or Fee		\$175.00	\$170.00	\$120.00	\$80.00		\$75.00				
Fee Dollars		\$13,475.00	\$13,600.00	\$13,440.00	\$3,200.00	\$43,715.00	\$1,200.00	\$1,200.00	\$44,915.00		

City of Hobbs
Heavy Equipment Foreman
200 E. Broadway
Hobbs NM 88240
O: 575-397-9318
F: 575-397-9357