

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

February 1, 2016



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

Monday, February 1, 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

John W. Boyd
Commissioner - District 6

A G E N D A

*City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 19, 2016, Regular Commission Meeting
2. Minutes of the January 13, 2016, Joint Work Session of the Hobbs City Commission and the Planning Board

PROCLAMATIONS AND AWARDS OF MERIT

3. Hobbs Fire Department Citizen's Lifesaving Award - Awarded to Romeo Gonzales in Recognition of the Heroic Acts Displayed on December 21, 2015, when the Family Home Caught on Fire (*Fire Chief Eric Enriquez*)
4. Hobbs Fire Department Promotion - Captain Maxey Brown Promoted to Battalion Chief (*Fire Chief Eric Enriquez*)

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.)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

5. Resolution No. 6404 - Approving the 2016 Second Quarter Financial Report for the New Mexico Department of Finance and Administration
(Toby Spears)
6. Consideration of Approval of RFP No. 480-16 for Professional Engineering Services for the Effluent Reuse Project, Phase II, and Recommendation to Enter Into As-Needed Professional Services Agreements with the Following Six Engineering Firms: Molzen-Corbin, Wilson & Company, Parkhill, Smith & Cooper, Inc., Pettigrew & Associates, Souder, Miller & Associates and West Texas Consultants
(Tim Woomer)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

7. Next Meeting Date:
 - ▶ Regular Meeting - **Tuesday, February 16, 2016**, at 6:00 p.m.

ADJOURNMENT

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



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 1, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 27, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of January 19, 2016
- ▶ Joint Work Session of January 13, 2016 - Hobbs City Commission and Planning Board

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

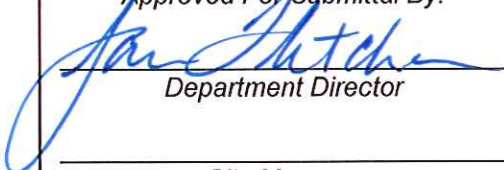
Legal Review:

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 Tuesday, January 19, 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 Deputy City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena (*via telephone*)
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager (*via telephone*)
Mike Stone, City Attorney
Chris McCall, Police Chief
Eric Enriquez, Fire Chief
Barry Young, Deputy Fire Chief
Paul Thompson, Fire Captain
Raymond Bonilla, Community Services Director
Art De La Cruz, Code Enforcement Superintendent
Ron Roberts, Information Technology Director
Nicholas Goulet, Human Resources Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Tim Woomer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Linda Howell, Golf Course General Manager
Camren Bergman, Assistant Golf Professional
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Meghan Mooney, Director of Communications
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Sandra Boltshauser, Records Specialist
Mollie Maldonado, Deputy City Clerk
28 citizens

Mayor Cobb requested that trash pickup be discussed during "Discussion Items" on the agenda. He also requested Item #11 Resolution No. 6402 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for Calendar Year 2016 be removed from the agenda.

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on January 4, 2016, be approved as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Letter of Appreciation from U. S. Congressman Steve Pearce. Ms. Bernadette Granger, Field Representative for U. S. Congressman Steve Pearce, read a letter of appreciation from Congressman Pearce regarding the outstanding job and response by the City of Hobbs during Winter Storm Goliath.

Public Comments

Mr. Joe Cotton, President of the National Association for the Advancement of Colored People (NAACP), thanked the Commission and the City for its support during the Martin Luther King Celebration. He gave special thanks to Mayor Cobb, Commissioner Taylor, Commissioner Sena and Police Chief Chris McCall for marching in the parade and also expressed thanks to Hobbs Express Public Transportation for transporting participants between the MLK Soccer Plex and Booker T. Washington School.

Mayor Cobb stated the Martin Luther King Celebration was a great event. He also stated Mr. Cotton did a great job involving youth in the celebration.

CONSENT AGENDA

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

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

Resolution No. 6398 - Amending the City of Hobbs 401(A) Plan with Nationwide Retirement Solutions to Comply with New IRS Guidelines.

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

Discussion

Trash Pickup Returns to Regular Method. Mayor Cobb announced that trash pickup returning by Waste Management will be returning to regular methods on Monday, January 25, 2016. He stated if trash pickup was done by alleyway prior to Storm Goliath, then service will resume in the alley, and if the trash pickup was curbside service prior to Storm Goliath, then service will continue at the front curb.

Quarterly Report - Community Drug Coalition of Lea County. Ms. Kathi Bearden with the Community Drug Coalition of Lea County (CDC) thanked the Commission for its trust in the CDC of Lea County and its efforts to put forth initiatives to address the problem of drugs and alcohol in the community. Ms. Bearden reviewed Drug Court, Mentoring Program Public Education, Substance Abuse Awareness, Business Prevention and Sustainability. She stated the CDC is sending letters of support to the Legislature regarding House Bill 29 which will allow local government to enforce curfew ordinances.

Mayor Cobb requested that Ms. Bearden read a letter from the Honorable Judge Lee Kirksey with Drug Court in support of CDC.

Report on Veterans Memorial Complex. Mr. Doug McDaniel, Parks and Recreation Director, presented a report to the Commission and stated the City of Hobbs was awarded \$17,400.00 by the Lodgers' Tax Board to fund the preparation, printing and purchase of marketing and promotional materials to attend the National Fastpitch Softball Coaches Association and promote the City of Hobbs and the artificial turf fields as Spring Break destinations for NJCAA, JAIA and NCAA Division II & III Softball teams. He stated Ms. Megan Mooney, Director of Communications, joined him on the trips, and he gave her credit for designing the promotional materials and the booth setup. Mr. McDaniel stated the conferences were very successful with approximately 1,000 coaches in attendance. He stated coaches from around the country expressed interest in bringing college teams to play in Hobbs.

Continuing with his report, Mr. McDaniel stated there are parking issues at the Veterans Memorial Complex. He explained that teams bring their own recreational vehicles, campers or trailers and take up a lot of the parking area. Mr. McDaniel stated this forces other spectators/participants to park across from the complex which makes it unsafe for them to cross the street. He stated under Chapter 10.08.020 of the Hobbs Municipal Code, the City Manager is empowered to impose parking limitations relating to restrictions on traffic. Mr. McDaniel further stated signs would be posted to state: "Parking Prohibitions, Pursuant to Hobbs Municipal Code 10-08-02 - 10-08-020, recreational vehicles, campers or trailers shall not be allowed to park in any Veterans Memorial Complex parking lots, except for temporary purpose of loading or unloading. J.J. Murphy, City Manager". He added the Hobbs Municipal Schools will allow recreational vehicles, campers or trailers to park at the Hobbs Football Stadium as long as it is kept clean.

After a brief discussion regarding safety of spectators/participants crossing the Seminole Highway, Mayor Cobb requested that a discussion be scheduled with City staff to review other options regarding parking at the Veterans Memorial Complex. He requested that Mr. McDaniel inquire if the property North of the Veterans Memorial Complex can be leased to the City for the purpose of parking.

Commissioner Calderón left the meeting at 6:32 p.m. to attend the Hobbs Municipal School Board Meeting.

Report and Update on Condemned Structures - Community Services Department.

Mr. Raymond Bonilla, Community Services Director, explained the department's plan of action which consists of three phases for condemned structures. He stated that continued action is planned for outstanding condemned structures consisting of reviewing expired objection letters, permitting for remodel work that requires follow-up inspection and structures requiring demolition. He stated priority action will deal with occupied dwellings unfit for human occupancy such as those not providing heating and cooling, hot and cold running water, no working sewage system and unsafe or dilapidated structures. He stated that immediate action will be taken on additional structures posing a life safety concern such as burned buildings and those with compromised structural integrity.

Action Items

Resolution No. 6399 - Authorizing an Additional Allocation and Reclassification of Lodgers' Tax Funds to Fund Permian Basin USSSA, Reclassify an Event for the Lea County Commission for the Arts Black History Month Celebration and Reclassify Funds for the City of Hobbs. Mr. Spears stated the Lodgers' Tax Board approved the following requests for the Hobbs City Commission for consideration of funding:

(1) Permian Basin USSSA to host three USSSA Youth Baseball Tournaments for 2016 in the amount of \$30,000.00 of which \$10,000.00 will be designated for each tournament; (2) Lea County Commission for the Arts to reclassify \$5,000.00 from the Glassblowing/Silk Painting Workshop to Black History Month to be held February 20, 2016; and (3) City of Hobbs to reclassify \$407,559.10 from the Taylor Ranch Marketing project, of which \$175,000.00 will be designated to the New Mexico Municipal League Annual Conference (NMML), \$132,559.10 designated to the marketing of Rockwind Community Links and \$100,000.00 will be reverted to the cash balance available for allocations.

Mr. Spears explained the approved lodgers' tax allocation percentages based on the City ordinance as follows: 15% for public safety and City incurred sanitation cost; 20% for advertising and promotion of events for non-profit and for-profit organizations and public entities with no single event exceeding \$25,000.00; 25% support of Airport Commercial Air Service at the Lea County Airport; and 40% for advertising, promoting and marketing of events for the City of Hobbs and Lea County.

Commissioner Boyd clarified that the Lodgers' Tax fund does not allow for funds to be utilized to build facilities; therefore, moving the funds from Taylor Ranch Marketing Fund is not taking away from building the Taylor Ranch project. He stated the City will request funds from Lodgers' Tax to advertise the Taylor Ranch project once it is built.

Commissioner Sena thanked Commissioner Boyd for the clarification regarding funds for the Taylor Ranch Project but stated he will vote no for the reclassification of funds based on requests of his constituents. Commissioner Boyd stated if funds are not utilized within a time frame, the funds will be reverted to the State.

Commissioner Taylor stated constituents from District 3 are not silent and have requested that she be the voice of the Taylor Ranch Project.

Regarding the reclassification of funds to Rockwind Community Links, Ms. Linda Howell, Golf Course General Manager, stated it is very important to continue to market the golf course.

Mr. Camren Bergman, Assistant Golf Professional, stated Rockwind Community Links management is securing tournaments to be held at the golf course. He stated University of the Southwest will be hosting its Regional Championship at Rockwind in 2017 and more colleges will be following.

There being no further discussion or comments, Commissioner Boyd moved that Resolution No. 6399 be adopted as presented. Commissioner Buie seconded the

motion and the vote was recorded as follows: Newman yes, Sena no, Taylor yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6400 - Appointing Election Officials for the Regular Municipal Election on March 1, 2016, and Reducing the Quantity of Voting Convenience Centers for the Election. Ms. Mollie Maldonado, Deputy City Clerk, stated the Clerk's Office is recommending that the total quantity of Voting Convenience Centers (VCC) be reduced from four to two due to all positions being unopposed with the exception of District 3, which will result in a savings of \$8,000.00 to the City.

Ms. Maldonado stated the Clerk's Office will host a Voter Photo ID Workshop at the Senior Center, 200 East Park, on Wednesday, January 20, 2016, from 11:00 a.m. to 1:00 p.m.

In response to Mayor Cobb's question, Ms. Maldonado stated a third Voter Photo ID Workshop will be held in mid-February at City Hall but a firm date has not yet been set.

In reply to Commissioner Taylor's inquiry, Ms. Maldonado stated the important dates for the Regular Municipal Election are as follows:

1. January 26, 2016 - First Day for Absentee Voting
2. February 2, 2016 - Voter Registration Closes with the Lea County Clerk
3. February 10, 2016 - First Day for Early Voting Using Electronic Vote Tabulators
4. February 26, 2016 - Last Day for Issuance of Absentee Ballots and Early Voting
5. March 1, 2016 - Election Day

There being no further discussion or comments, Commissioner Newman moved that Resolution No. 6400 be adopted as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6401 - Approving a Right-of-Way Improvement Agreement Between Suerte Land Group, LLC, and the City of Hobbs Concerning the Access Agreement and Construction Responsibilities of New Roadway Crossing. Mr. Todd Randall, City Engineer, stated the right-of-way agreement with Suerte Land Group, LLC, clarifies access rights and construction obligation for Scenic Drive across the railroad corridor. He stated the City entered into a Development Agreement with Suerte for the Health Wellness and Learning Center property and community drainage property, which defines the responsibilities for the costs associated with the new roadway and railroad crossing from the highway edge of pavement to the property

line of Suerte. Mr. Randall stated in addition, Suerte shall pay the City a onetime fee of \$300,000.00 for the Railroad License once the roadway is constructed.

There being no discussion or comments, Commissioner Newman moved that Resolution No. 6401 be adopted as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Boyd 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 Work Order with Ramirez & Sons, Inc., in the Amount of \$109,812.33 for Improvements and Development of Scenic Drive from SR 18 to the Suerte Property Line for Secondary Access to the Health Wellness and Learning Center (HWLC). Mr. Randall stated the City entered into a Development Agreement with Suerte Land Group, LLC, concerning the installation of public infrastructure upon the developer's property in exchange of 13+ acres for the HWLC site and 12+ acres for the community drainage property.

In reply to Mayor Cobb's inquiry, Mr. Randall stated the drainage property will be on a time release which flood water will end up at the Hobbs High School Football Field.

In response to Commissioner Newman's question, Mr. Randall stated the City is making efforts with New Mexico/Texas Railroads to fix and maintain railroad crossings.

There being no further discussion, Commissioner Newman moved to approve the work order with Ramirez & Sons, in the amount of \$109,812.33 for improvements and development of Scenic Drive from SR 18 to the Suerte Property Line from Secondary Access to the HWLC as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documents are attached and made a part of these minutes.

Resolution No. 6403 - Approving a Development Agreement Between Western States Development Group, LLC, YES Housing, Inc., and the City of Hobbs Concerning the Development of Minor Collector Streets Adjacent to Proposed Development. Mr. Mike Stone, City Attorney, stated one of the developers has concerns regarding the proposed development agreement. Mayor Cobb stated the New Mexico State Mortgage Finance Authority has a time frame within which developers must submit their proposals.

There being no discussion, Commissioner Boyd moved that Resolution No. 6403 be tabled. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Boyd 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 Agreements with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball Regarding Tournament Fees and Reimbursement for Portable Pitching Mounds. Mr. Doug McDaniel explained the agreements and stated representatives from each league have agreed to the tournament fees as follows: \$50 per team for baseball teams at Permian Basin USSSA Baseball tournaments; \$35 per team for fastpitch softball teams at Hobbs USSSA Girls Fastpitch Softball tournaments; and \$25 per team for slowpitch softball teams at Hobbs USSSA Adult Slowpitch Softball Tournaments. He stated these fees only apply to out-of-town teams and fees will not be assessed to teams from Hobbs. Mr. McDaniel stated in addition, Permian Basin USSSA will reimburse the City for 50% of the cost for ten portable pitching mounds which were purchased prior to the 2015 season. He stated the funds generated by these tournaments will be designated for making additional improvements at the Veterans Memorial Complex.

In response to Commissioner Sena's inquiry, Mr. McDaniel confirmed that representatives from each league have agreed to the tournament fees.

There being no further discussion, Commissioner Boyd moved to approve the agreements with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball for tournament fees and reimbursement for portable pitching mounds as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Boyd 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

Mr. Murphy thanked the Commission for its support. He stated he is currently representing the City at a golf symposium where he will be a presenter on Wednesday, January 20, 2016.

Commissioner Taylor stated Ms. Eloise Bridges, who was a big impact in the community, recently passed away.

Commissioner Taylor also stated the Martin Luther King Celebration was a big success and had a lot of youth participation.

Commissioner Newman stated normal trash collection will resume on Monday, January 25, 2016/

Commissioner Newman requested prayers for Jeremiah Duncan, a child who was recently hit by a car. He stated the child is stable but is still in critical condition. He also requested prayers for the driver of the vehicle.

Commissioner Sena thanked everyone who participated in the Martin Luther King Event. He stated the walk brings back memories of late Commissioner Carl Mackey and how hard he worked for the things he believed in.

There being no further discussion or business, Commissioner Boyd moved that the meeting adjourn. Commissioner Buie seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:40 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the joint work session of the Hobbs City Commission and the Planning Board held on Wednesday, January 13, 2016, in Meeting Room A301 on the 3rd Floor of the Annex, 200 East Broadway, Hobbs, New Mexico.

The following members were present at the meeting:

Hobbs City Commission

Sam D. Cobb, Mayor
Marshall Newman
Joseph D. Calderón
Patricia A. Taylor
Garry A. Buie
Absent: John Boyd
Absent: Jonathan Sena

Planning Board

W. M. "Tres" Hicks, Chairman
Guy Kesner, Vice Chairman
Bobby Shaw
Larry Sanderson
Dwayne Penick
Brett Drennan
Absent: Bill Ramirez

Mayor Cobb called the work session to order at 4:30 p.m. and welcomed everyone to the meeting. Approximately 40 citizens were in attendance at the meeting. He stated the purpose of the joint work session is to have open discussion regarding the important issues which have been discussed by the Planning Board over the past year. Mayor Cobb outlined the rules of the meeting for informal discussion between the members of the City Commission and the Planning Board. He stated Lea County Officials are also present at the work session and will be asked to provide comments. Mayor Cobb stated members of the public will have ample opportunity to address their comments to the City Commission at a later date during a public meeting.

Jurisdiction Within the Extra-Territorial Zone (Planning and Platting) Mr. Kevin Robinson, Planning Development Coordinator, reviewed the municipality and county jurisdictional requirements as outlined in the State Statute with regard to the extra-territorial zone. He also outlined the requirements of Title 16 in the Hobbs Municipal Code as compared to the Lea County Subdivision Regulations. As both regulations are quite similar, most issues are not problematic. However, due to concurrent jurisdiction, the approval of a plat of a subdivision within the platting jurisdiction of both a county and municipality require approval from both the Board of County Commissioners and the Planning Authority of the municipality before the plat is filed in the Office of the County Clerk.

Mr. J. J. Murphy, City Manager, stated that City staff and County staff met together yesterday to discuss roadway plans. A proposal which was discussed is the formation of an Extra-Territorial Zoning Authority and an Extra-Territorial Zoning Commission which is similarly used in Las Cruces, Doña Ana County, New Mexico. It would basically consist of a merger of both the City's planning requirements and the County's planning requirements into one policy for the extra-territorial area.

Following some brief discussion, Mayor Cobb stated the purpose would be to create a policy that would encourage development, especially in the County Census District (CCD) areas.

Mr. Robinson stated some exploration and research would need to be done on the best way to create such an authority.

Commissioner Garry Buie stated that developers and engineers all deserve a place to go one time for an approval.

Mr. Mike Gallagher, Lea County Manager, stated the meeting between the City and County staff was definitely a step in the right direction and some good beginning dialogue. He stated the application process can definitely be streamlined and the problems which are currently being experienced can be attributed to growing pains. Mr. Gallagher briefly reviewed the current process of going through the Hobbs Planning Board, Hobbs City Commission, Lea County Planning and Zoning Board, and the Lea County Commission. He referenced using a model like Doña Ana County to create an ETZ Zoning Authority and Commission. He stated it is considered a Geographical Transition Area which can be used in converting from urban to rural areas and from rural to urban areas.

In response to Mr. Guy Kesner's inquiry, Mr. Gallagher stated it would be in the best interest of both authorities to adopt the Major Thoroughfare Plan.

In reply to Mr. Dwayne Penick's question, Mr. Murphy stated the purpose of the work session is to develop a plan and it has been important to hear the County concerns and for the County to hear the City's concerns.

Mr. Gallagher stated the ETZ Commission is typically comprised of three City members and three County members with those six members then agreeing on the selection of a seventh member. He briefly explained the ETZ Authority which will consist of three City members and two County members and is basically a one-stop-shop concept for developers.

Mr. Murphy stated the current two policy documents would "marry" into one document.

Chairman Tres Hicks commented that it might be wise to create the Board and let it develop the policy.

Mr. Mike Stone, City Attorney, stated this discussion is only a beginning point and that using another comparable model as a set of standards would help. He recommended that the rules should be established first before an authority is appointed.

It was agreed that the momentum should continue moving forward for development of this concept.

Jurisdiction Within the Extra-Territorial Zone (Addressing) Mr. Robinson continued the presentation and stated the City adopted an Address Assignment Manual in December of 2014. He stated it addresses habitable structures only and provides that the City may issue a "letter of temporary address" in order for a property owner to secure services for activities on the property other than public or private habitation.

Mr. Kesner stated that Xcel will not put up an electric utility pole at a location with a temporary address. A lengthy discussion was held on addressing within subdivisions and electrical power poles which are needed at locations which are not structures.

Mayor Cobb apologized for opening a can of worms and stated some of these smaller issues can be resolved upon the creation of an ETZ Authority.

Proposed Mobile Vendor Ordinance Mr. Robinson reviewed the history of the creation of the mobile vendor ordinance and stated it has been reviewed in lengthy detail and revised numerous times by the Planning Board with public comments from the community. It has been recommended that the existing Business Registration Ordinance (Title 5 of the Hobbs Municipal Code) be revised to include the definition of a "mobile business activity unit" and to add Section 5.04.050 which would restrict the locations of mobile business activity units from primarily residential areas. He stated mobile units would also be restricted from connecting to municipal or franchisee utilities. In doing so, the unit would lose its mobile status and would be subject the site and any structure attached thereto to be in full compliance with all commercial developmental rules, regulations and permitting requirements.

After some brief discussion and comments, Mayor Cobb stated it is clear that the unit would have to remain self contained to be a mobile unit and obtain appropriate permission from the property owner.

Commissioner Newman and Commissioner Buie thanked the Planning Board and staff for the countless hours spent in researching and developing an appropriate document and listening to the concerns of the vendors.

Proposed Amendment to Hobbs Municipal Code Chapter 15.32 (Sign Code) Mr. Robinson reviewed the history of the sign code and stated the Planning Board has approved and submitted the sign code to the City Commission for consideration. He stated the City Commission approved publication of the ordinance in June of 2015 and adoption of the sign code was later tabled in August of 2015 with direction

to the Planning Board to obtain comments from local sign contractors. A sub-committee was formed and a meeting was held with local sign contractors. The revised ordinance has again been approved by the Planning Board and awaits submission to the City Commission.

Mr. Robinson stated no billboards may be placed on any private property containing a free-standing sign. He stated that placement of billboards is limited to major arterial roads only as specified in the Major Thoroughfare Plan. Mr. Robinson reviewed the proposed size and distance requirements for billboards.

Mayor Cobb commented that under the current definition, if a parcel of land is subdivided, more than one sign would be allowable. He added that the ownership of the parcels could be in different ownership names. A lengthy discussion was held on this topic related to billboards and free-standing signs, site density and build-to-suit tenant situations. Mayor Cobb stated the last thing he desires is for the City to be considered anti-development.

Mr. Bobby Shaw stated he believes that forcing the subdivision of land parcels crosses over the boundary lines for land owners.

Mr. Kesner stated his concern relates to distracted driving and obtaining a satisfactory balance between planning and the overall community at large. Mr. Stone agreed.

In answer to Mr. Hicks' inquiry, Mr. Robinson explained the definition of "development site".

Commissioner Pat Taylor agreed that creating less distractions to the public is important but signage and investment in the community is important to companies for development in Hobbs.

Mr. Robinson read the definition of portable signs and stated they are intended to be displayed for a short period of time only. Portable signs must be permitted by the building official and shall not be installed for more than a 60-day period at any one location.

In response to Mr. Shaw's question, Mr. Robinson stated the permit issued by the City is for the property location.

Commissioner Newman stated if the sign does not contain wheels, it is no longer considered a portable sign and must meet the requirements of permanent signage.

Mr. Hicks commented that portable signs are frequently a traffic issue. Mr. Robinson agreed and stated that portable signs must be a minimum of five feet from the property line or 15 feet from the street curb or pavement edge as directed by the Engineering Department to minimize visibility hindrances. Under the proposed ordinance, portable signs become exempt on the 31st day and must be removed or made permanent which is difficult to monitor.

Mayor Cobb stated it is good for portable signs to be permitted so that the City is assured they are in a safe location. Frequently, an accident occurs and the portable sign is often blamed.

In answer to Commissioner Taylor's question, Mr. Robinson stated the property location will be the recipient of the sign permit.

Mr. Robinson explained the provisions of a new paragraph related to sign illumination. He stated electronic signs shall display a static message for no less than eight seconds for all signs except message boards which shall display for no less than two seconds. Electronic signs shall not utilize animation; neither shall the transition from one message to another be animated.

Mayor Cobb expressed thanks to everyone, especially the Planning Board members, for all of their diligent work. He encouraged members of the audience to speak with any member of the City Commission or Planning Board about any of the discussion items.

Mr. Hicks expressed appreciation to the City Commission for the great working relationship over the years. He also announced that the regularly scheduled Planning Board meeting for January 19, 2016, is cancelled as there are no agenda items for consideration.

Mr. Robinson stated that City staff will move forward as directed by the City. He added it is an honor and privilege to work with such a dedicated group as the Planning Board.

There being no further discussion, the meeting adjourned at 6:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 1, 2016

SUBJECT: Resolution approving the 2016 DFA 2nd Quarter (December 2015) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 25, 2016
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting FY 2016 2nd Quarter (December 2015) DFA Financial Report for approval by the governing body. While the Department of Finance and Administration requires that the 4th quarter DFA report is approved by resolution, it is recommended that they are approved quarterly.

Fiscal Impact:

Reviewed By: _____

Finance Department

Cash Balance at the end of December 2015 is \$121,420,857.67 for all funds (restricted and unrestricted). The City of Hobbs actual revenues and expenditures for the period ending December 31, 2015 are \$55,499,608.49 and \$54,793,029.64 respectively. This does not include current and/or budgeted encumbered expenses.

Attachments:

2nd Quarter DFA Report
Resolution approving 2nd Quarter DFA Report

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve the resolution.

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: _____
File No. _____
Denied

CITY OF HOBBS
RESOLUTION NO. 6404

A RESOLUTION APPROVING THE FY2016
DFA 2ND QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 4th quarter DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved periodically.

WHEREAS, the 2nd quarter reporting shows an ending cash balance of \$121,420,857.67 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2016 crosswalk the amounts to the DFA 2nd quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 2nd quarter financial report be approved.

PASSED, ADOPTED AND APPROVED this 1st day of February, 2016

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS REPORT DEPICTS ALL FUNDS:

Deborah Corral
Signature

1/26/16
Date

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	YEAR-TO-DATE TRANSACTIONS					QTR ENDING CASH BALANCE (1)-(2)+(3)-(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)
			REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)						
101	GENERAL FUND (GF)	\$61,388,234	35,047,922	(31,876,378)	29,678,594	0	\$34,781,184	24,800,621	\$59,581,805	2,473,216	\$57,108,589	
201	CORRECTION	(\$199,589)	118,437	0	52,431	0	(\$133,582)	276,358	\$142,776		\$142,776	
202	ENVIRONMENTAL GRT	\$0	0	0	0	0	\$0	0	\$0		\$0	
206	EMS	(\$2,398)	20,000	0	5,174	0	\$12,428	2,899	\$15,328		\$15,328	
207	ENHANCED 911	\$0	0	0	0	0	\$0	0	\$0		\$0	
209	FIRE PROTECTION FUND	\$673,257	487,386	(365,000)	181,492	0	\$614,150	0	\$614,150		\$614,150	
211	LDPF	\$53,816	87,600	0	42,466	0	\$98,950	0	\$98,950		\$98,950	
214	LODGERS' TAX	\$165,137	684,211	(185,381)	840,481	0	(\$176,515)	548,407	\$371,892		\$371,892	
216	MUNICIPAL STREET RECREATION	(\$1,493,689)	1,915,533	821,000	2,223,715	0	(\$980,871)	2,511,425	\$1,530,555		\$1,530,555	
217	RECREATION	\$0	0	25,000,000	1,404,267	0	\$23,595,733		\$23,595,733		\$23,595,733	
218	INTERGOVERNMENTAL GRANTS	\$0	0	0	0	0	\$0	0	\$0		\$0	
219	SENIOR CITIZEN	\$0	96,629	457,300	398,925	0	\$155,004	0	\$155,004		\$155,004	
223	DWI PROGRAM	\$0	0	0	0	0	\$0	0	\$0		\$0	
229	OTHER	\$33,863	663,668	498,000	546,963	0	\$648,568	0	\$648,568		\$648,568	
300	CAPITAL PROJECT FUNDS	(\$8,392,533)	2,004,342	4,139,929	1,137,739	0	(\$3,386,001)	10,481,068	\$7,095,067		\$7,095,067	
401	G. O. BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0	
402	REVENUE BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0	
403	DEBT SERVICE OTHER	\$1,989,843	0	0	1,960,892	0	\$28,951	0	\$28,951		\$28,951	
500	ENTERPRISE FUNDS											
	Water Fund	\$2,878,587	3,080,364	0	2,557,821	0	\$3,401,131	1,751,199	\$5,152,330		\$5,152,330	
	Solid Waste	\$1,015,426	2,984,030	0	3,056,161	0	\$943,294		\$943,294		\$943,294	
	Waste Water	\$6,014,836	3,255,024	0	3,912,467	0	\$5,357,394	4,811,660	\$10,169,054		\$10,169,054	
	Airport	\$190,822	16,871	0	16,535	0	\$191,159	100,001	\$291,160		\$291,160	
	Ambulance	\$0	0	0	0	0	\$0	0	\$0		\$0	
	Cemetery	\$1,000	78,651	341,000	230,770	0	\$189,881	0	\$189,881		\$189,881	
	Housing	\$0	0	0	0	0	\$0	0	\$0		\$0	
	Parking	\$0	0	0	0	0	\$0	0	\$0		\$0	
	Golf	\$0	471,154	1,169,530	1,552,059	0	\$88,625	0	\$88,625		\$88,625	
	Harry McAdams	\$0	0	0	0	0	\$0	0	\$0		\$0	
	Other Enterprise (enter fund)	\$0	0	0	0	0	\$0	0	\$0		\$0	
	Other Enterprise (enter fund)	\$0	0	0	0	0	\$0	0	\$0		\$0	
600	INTERNAL SERVICE FUNDS	\$1,187,245	3,250,945	0	3,074,517	0	\$1,363,673	538,167	\$1,901,841		\$1,901,841	
700	TRUST AND AGENCY FUNDS	\$7,523,622	1,236,841	0	1,919,560	0	\$6,840,904	1,964,992	\$8,805,896		\$8,805,896	
GRAND TOTAL		\$72,927,480	\$55,499,608	(\$0)	\$54,793,030	\$0	\$73,634,059	\$47,786,799	\$121,420,858	\$2,473,216	\$118,947,642	

City of Hobbs
Cash Balance by Fund
12/31/2015

	ENDING CASH June 30, 2015	JULY - JUNE FY2016 REVENUES	ACTUAL TRANSFERS	JULY - JUNE FY2016 EXPENDITURES	ENDING CASH December 31, 2015
GOVERNMENTAL FUNDS					
1 GENERAL	86,088,855.09	35,047,921.65	(31,876,377.55)	29,678,594.32	59,581,804.87
2 LAND ACQUISITION	-	364,586.40	250,000.00		614,586.40
	86,088,855.09	35,412,508.05	(31,626,377.55)	29,678,594.32	60,196,391.27
SPECIAL REVENUES					
11 LOCAL GOV CORR	76,769.45	118,437.26		52,430.91	142,775.80
12 POLICE PROTECTION	53,815.87	87,600.00		42,465.79	98,950.08
13 P D N (parif, drug, narcotics)	31,862.83	-		29,944.08	1,918.75
15 COPS GRANT	1,000.00			-	1,000.00
16 HWLC	-		25,000,000.00	1,404,267.45	23,595,732.55
17 OLDER AMERICAN	-	96,629.46	457,300.00	398,925.41	155,004.05
18 GOLF	-	471,154.21	1,169,529.87	1,552,058.62	88,625.46
19 CEMETERY	1,000.00	78,651.11	341,000.00	230,770.45	189,880.66
20 AIRPORT	290,823.69	16,870.89		16,534.75	291,159.83
23 LODGERS' TAX	713,543.86	684,211.07	(185,381.12)	840,481.48	371,892.33
27 PUBLIC TRANSPORTATION	1,000.00	299,081.48	248,000.00	517,018.82	31,062.66
28 FIRE PROTECTION	673,256.72	487,385.57	(365,000.00)	181,491.88	614,150.41
29 EMER MEDICAL SERV	501.40	20,000.00		5,173.87	15,327.53
37 COMM DEVE CONST	1,000.00	500,000.00	480,000.00	856,000.55	124,999.45
	1,844,573.82	2,860,021.05	27,145,448.75	6,127,564.06	25,722,479.56
CAPITAL PROJECTS FUNDS					
46 BEAUTIFICATION IMPROVEMEI	1,880,531.23			15,231.46	1,865,299.77
48 STREET IMPROVEMENTS	1,017,736.28	1,915,533.39	821,000.00	2,223,714.98	1,530,554.69
49 CITY COMM. IMPROVEMENTS	207,003.68	1,504,341.50			1,711,345.18
	3,105,271.19	3,419,874.89	821,000.00	2,238,946.44	5,107,199.64
DEBT SERVICE FUNDS					
51 UTILITY BOND	-			39,403.09	(39,403.09)
53 2005 WASTEWATER BOND ISSU	1,989,842.96			1,921,489.12	68,353.84
	1,989,842.96	-	-	1,960,892.21	28,950.75
TOTAL GOVERNMENTAL FUNDS	93,028,543.06	41,692,403.99	(3,659,928.80)	40,005,997.03	91,055,021.22
ENTERPRISE FUNDS					
10 SOLID WASTE	1,015,425.47	2,984,029.52		3,056,161.26	943,293.73
44 JOINT UTILITY EXTENSIONS CAI	-		3,659,928.80	266,506.67	3,393,422.13
60 JOINT UTILITY	3,974,698.92			1,795,439.20	2,179,259.72
61 JOINT UTILITY CONST	-			726,473.70	(726,473.70)
62 WASTE WATER PLANT CONST	5,196,383.00			2,697,941.56	2,498,441.44
63 JOINT UTILTIY - WASTEWATER	5,630,113.41			1,214,844.39	4,415,269.02
65 JOINT UTILTIY INCOME - WAST.	0.00	3,255,024.12		(319.26)	3,255,343.38
66 JOINT UTILITY INCOME	-	2,823,536.16		(154.55)	2,823,690.71
68 METER DEPOSIT RES	655,087.64	256,828.02		36,062.18	875,853.48
TOTAL ENTERPRISE FUNDS	16,471,708.44	9,319,417.82	3,659,928.80	9,792,955.15	19,658,099.91
INTERNAL SERVICE FUNDS					
64 MEDICAL INSURANCE	792,665.17	2,842,849.46		2,606,093.91	1,029,420.72
67 WORKERS COMP TRUST	932,747.57	226,480.51		220,908.36	938,319.72
69 INTERNAL SUPPLY	-	181,615.32		247,515.17	(65,899.85)
TOTAL INTERNAL SERVICE FUNDS	1,725,412.74	3,250,945.29	-	3,074,517.44	1,901,840.59
TRUST AND AGENCY FUNDS					
70 MOTOR VEHICLE	1,000.00	692,166.26		691,817.54	1,348.72
71 MUNI JUDGE BOND FUND	201,671.84			24,549.00	177,122.84
72 RETIREE HEALTH INSURANCE T.	8,963,501.31	465,002.07		1,139,484.32	8,289,019.06
73 CRIME LAB FUND	61,612.63	72,877.92		63,334.00	71,156.55
75 FORECLOSURE TRUST FUND	71.88				71.88
76 RECREATION TRUST	92,612.51	4,500.00			97,112.51
77 LIBRARY TRUST	4,734.68	271.25		14.99	4,990.94
78 SENIOR CITIZEN TRUST	7,264.44	1,457.00		189.10	8,532.34
79 PRAIRIE HAVEN MEM	5,327.76	4.15			5,331.91
80 COMMUNITY PARK TRUST	1,425.09	1.11			1,426.20
82 EVIDENCE TRUST FUND	121,878.29	(327.09)			121,551.20
83 HOBBS BEAUTIFUL	22,574.18	17.63			22,591.81
86 CITY AGENCY TRUST	4,939.97	871.09		171.07	5,639.99
TOTAL TRUST AND AGENCY FUNDS	9,488,614.58	1,236,841.39	-	1,919,560.02	8,805,895.95
GRAND TOTAL ALL FUNDS	120,714,278.82	55,499,608.49	(0.00)	54,793,029.64	121,420,857.67



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 1, 2016

SUBJECT: RFP 480-16; Professional Engineering Services; Effluent Reuse Project, Phase II

DEPT. OF ORIGIN: Utilities

DATE SUBMITTED: January 25, 2016

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

RFP 480-16 is a request for proposals to provide as-needed professional engineering services in the development of City's Effluent Reuse Project, Phase II. Engineering services to be provided include:

1) Feasibility and environmental studies, 2) Design of project infrastructure, 3) Construction inspection services, 4) Material testing services, and 5) Submission of grant/loan funding documents.

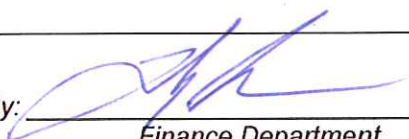
RFP 480-16 advertised November 8, 2015 with six (6) qualified proposals having been received on the closing date of December 10, 2015. An evaluation committee consisting of City staff reviewed and ranked the proposals based on the RFP criteria. The submitting engineering firms and order of ranking are:

1) Molzen-Corbin of Albuquerque, NM; 2) Wilson & Company of Rio Rancho, NM; 3) Parkhill, Smith & Cooper of Lubbock, TX; 4) Pettigrew & Associates of Hobbs, NM; 5) Souder, Miller & Associates of Hobbs, NM and; 6) West Texas Consultants of Andrews, TX.

As all respondents to the RFP offer individual specialized services and experience in the development of reclaimed water programs. Staff recommends that agreements be executed with all six (6) respondents to RFP 480-16 and agreements have been prepared with all the respective firms (attached).

Fiscal Impact:

Reviewed By: _____


Finance Department

There is no immediate fiscal impact in awarding RFP 480-16 and entering into as-needed professional engineering services agreements with these engineering firms.

Individual task orders that clearly define the scope of work and services to be furnished, the not-to-exceed cost of these services and, the budgeted funding account will be generated and submitted for final approval prior to any work being performed or deliverables produced.

Attachments:

RFP 442-12; Proposal Ranking Summary; Agreement for Professional Engineering Services between the City of Hobbs and Molzen-Corbin; Agreement for Professional Engineering Services between the City of Hobbs and Wilson & Company; Agreement for Professional Engineering Services between the City of Hobbs and Parkhill, Smith & Cooper, Inc.; Agreement for Professional Engineering Services between the City of Hobbs and Pettigrew & Associates; Agreement for Professional Engineering Services between the City of Hobbs and Souder, Miller & Associates, and; Agreement for Professional Engineering Services between the City of Hobbs and West Texas Consultants.

TW

Legal Review:

Approved As To Form: M. H. Stone
City Attorney

Recommendation:

Staff recommends that RFP 480-16 be awarded and agreements be executed with the engineering firms of Molzen-Corbin, Wilson & Company, Parkhill, Smith & Cooper, Inc., Pettigrew & Associates, Souder, Miller & Associates, and West Texas Consultants.

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

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

120

THE CITY OF HOBBS



REQUEST FOR PROPOSALS

for

**EFFLUENT REUSE PROJECT, PHASE II
PROFESSIONAL ENGINEERING SERVICES**

RFP No: 480-16

DUE DATE/TIME: 2:00 P.M. December 10, 2015

Advertisement

NOVEMBER 8, 2015

Time and Date of Pre-Submittal Conference

N/A – WILL NOT BE HELD

Deadline for Inquiries

DECEMBER 4, 2015

Time and Date Set for Submittal

2:00 P.M. DECEMBER 10, 2015

TABLE OF CONTENTS

PART I – GENERAL REQUIREMENTS	3
DIVISION I - ADVERTISEMENT	3
DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES	4
DIVISION III – PRE-SUBMITTAL CONFERENCE	6
DIVISION IV – RESPONSE FORMAT AND ORGANIZATION	6
DIVISION V – EVALUATION CRITERIA	8
DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE	10
DIVISION VII – GENERAL INFORMATION	10
PART II: ATTACHMENTS	13
ATTACHMENT A: SITE PLAN	14
ATTACHMENT B: PROPOSAL FORM SIGNATURE SHEET	14
ATTACHMENT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM	16
ATTACHMENT D: VETERANS' PREFERENCE FORM	18
ATTACHMENT E: PROJECT LISTING FORM	19
ATTACHMENT F: SUBMITTAL INQUIRY FORM	20
ATTACHMENT G: DRAFT PROFESIONAL ENGINEERING SERVICES AGREEMENT	21

This Request for Proposals is separated in two parts: Part I - General Requirements, and Part II - Attachments. The Attachments of Part II are part of the Request for Proposals and the terms, conditions, and criteria therein must be met by any proposer.

PART I – GENERAL REQUIREMENTS

DIVISION I - ADVERTISEMENT

PROPOSAL NO. 480-16

**PROFESSIONAL ENGINEERING SERVICES
EFFLUENT REUSE PROJECT, PHASE II**

City of Hobbs, New Mexico

Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **December 10, 2015 at 2:00 PM**, to provide **Professional Engineering Services, Effluent Reuse Project, Phase II**. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.

This project consists of providing professional engineering services for continued development of the City of Hobbs reclaimed water program and infrastructure to increase the use of reclaimed water to replace potable water demand currently met by groundwater from the Ogallala Aquifer. The services to be provided under RFP 480-16 include planning, feasibility, technical reports and environmental studies; hydrogeological investigations/modeling; reclaimed water conveyance/storage/pumping system design; reclaimed water treatment process design; value engineering; construction inspection; surveying; materials testing; and additional professional services for implementation of the City of Hobbs Effluent Reuse Project, Phase II (Project).

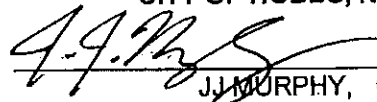
DEADLINE - 2:00 p.m. on December 10, 2015

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Request for Proposal packages may be obtained from the Finance Department, 200 E. Broadway, Hobbs, NM. Phone Number: 575-397-9244

In case of ambiguity or lack of clarity, the City of Hobbs, New Mexico reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

CITY OF HOBBS, NEW MEXICO



J.J. MURPHY, City Manager

Publication Date: Nov 8, 2015

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS **REQUEST FOR PROPOSALS (RFP 480-16)**

The City of Hobbs ("COH" or "Owner") extends an invitation to interested and qualified firms to submit a Statement of Qualifications ("Proposal") to provide professional engineering services, including related services, for **RFP 480-16; PROFESSIONAL ENGINEERING SERVICES, EFFLUENT REUSE PROJECT, PHASE II.**

Owner requests that proposal be made in conformance with the guidelines contained herein on the proposal form. Owner desires to award multiple Professional Services Agreements, hereinafter referred as the "Agreement", to those professional engineering firms submitting a proposal deemed to be most qualified to provide the professional engineering services as required by Owner.

Owner desires to enter into multiple two (2) year fixed labor rate agreements with the highest rated Proposers, and at Owners' sole option to extend an additional two (2) years. Owner reserves the right to utilize awarded Proposers services in what City determines to be the best interest the community of Hobbs. Funding for professional engineering services is anticipated to be a combination of both State of New Mexico and City of Hobbs funds. Work in future Project phase(s) may be conditional upon obtaining the funding for the respective work to be performed.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Project is a water conservation project which consists of efficiently utilizing treated effluent water from the Owner's wastewater reclamation facility for irrigation, construction, and other approved purposes within the community. A Professional Engineering Report, Environmental Information Document (Parkhill, Smith & Cooper, Inc. 2010), and an updated Professional Engineering Report (Molzen-Corbin 2015), have been completed which is the basis of Project and identifies potential users of reclaimed effluent water, current and future water balances, and identifies the Projects' essential infrastructure requirements. In addition to typical reclaimed effluent conveyance, storage, and pumping systems, Project also includes an assessment of aquifer storage and recovery (ASR) operations for storing the excess effluent water produced during the winter months. Pilot testing to determine infiltration rates and hydrological effect on area groundwater is projected to get underway in early 2016. Dependent on the results of pilot testing, Project scope of work may be expanded upon to include tertiary treatment of reclaimed water at the wastewater reclamation facility, or the development of a satellite wastewater scalping plant.

Owner's goal in development of Project infrastructure is "pay as you go" and successful Proposer(s) may occasionally provide assistance to Owner in identifying and submittal of applications for State of New Mexico and Federal grants, appropriations, and low-interest funding.

Owner is issuing this Request for Proposals in order to execute agreements with NM licensed engineering firms to provide planning services, technical reports, environmental assessments, hydrogeological investigations/modeling, reclaimed water conveyance/storage design, reclaimed water tertiary treatment process design, construction inspection, surveying, materials testing, and other engineering services applicable to Project and the scope of work includes the follow assumptions.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The project area is described as Alternative 2A-2 within the updated City of Hobbs Effluent Reuse PER (Molzen-Corbin, 2015) and as depicted by Attachment "A". The project infrastructure improvements shaded green in Attachment "A", include reclaimed water conveyance pipelines, including surface and elevated storage reservoirs.
2. Currently all reclaimed water, classified Class 1B reuse water under NMED criteria, is produced from a central wastewater facility rated at 4.8 MGD. For calendar year 2014, the average daily volume of reclaimed water from the wastewater reclamation facility was 3.1 MGD. In the future, Class 1B reclaimed water may not be of sufficient quality to serve additional users due to setback limits and/or potential for human contact and additional or tertiary treatment may be necessary.
3. Two synthetically lined ponds at the treatment facility are used for storage of reclaimed water prior to pumping. During the peak irrigation season a deficit of reclaimed water exists with there being an excess amount during the cooler months. To achieve a water balance and allow for additional irrigation opportunities, aquifer recharge via infiltration galleries and a ground water augmentation facility may be a feasible alternative to surface impoundment.
4. Additional water conservation opportunities, regulatory compliance requirements, including operational cost savings, may arise in the future that were not evaluated during the preparation of existing engineering reports, environmental assessments, and other planning documents. Project scope of work may be modified based upon both known and unknown future conditions.
5. Owner will provide Consultant/Engineer with available data requested for the completion of each task outlined in this scope.

PROJECT CONTACTS:

Questions regarding the selection process:

Contact: Toby Spears,
Finance Director
Address: 200 E. Broadway
City / State / Zip: Hobbs, NM 88240
Phone Number: 575-397-9235

Technical Questions regarding scope of work:

Tim Woomer,
Utilities Director
200 E. Broadway
Hobbs, NM 88240
575-397-9315

SITE DESCRIPTION

Services to be provided by Consultant will be within the extra-territorial boundaries of the City of Hobbs which is located in Southeast New Mexico. The community's potable water source is the Ogallala Aquifer which is 60 - 90 feet to the top of the water table and 200 to 250 feet to the aquifer bottom.

DIVISION III – PRE-SUBMITTAL CONFERENCE

NOT APPLICABLE - A pre-submittal conference will not be held.

DIVISION IV – RESPONSE FORMAT AND ORGANIZATION

Delivered or hand-carried submittals must be delivered to the City of Hobbs Finance Department at the location listed below. On the submittal package, please display: the firm name, project title, and project number.

All submittals should be sent or delivered to:

CITY OF HOBBS – RFP 480-16
Finance Dept. – Room 224
200 E. Broadway
Hobbs, NM 88240

Attention: Toby Spears, Finance Director

NUMBER OF RESPONSES: Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

NUMBER OF COPIES: Offerors shall provide five (5) identical copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals **AND one copy on CD or other portable storage medium.**

PROPOSAL FORMAT

The proposal is to be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Material excluded from the twenty (20) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Certificate(s) of insurance
- Proposal Signature Form (Attachment B)
- Campaign Contribution Declaration Form (Attachment C)
- Veterans' Preference Form (Attachment D)
- Resident Business Certification (Optional)

- Project Listing Form (Attachment E)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION. Reminder - Divider Pages do not count towards the 20 page maximum

- Section 1 Qualifications
- Section 2 Capacity and Capability
- Section 3 Past Record of Performance
- Section 4 Proximity/Familiarity w/ Owner
- Section 5 Volume of Work with Owner not 75% Complete
- Section 6 Work produced in-state (NM Resident Business and Veterans' Preference)
- Section 7 Rate and Fee Schedule
- Section 8 Attachments

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Selection Committee in regard to format will be considered non-responsive. Proposers shall contact the City of Hobbs Representative to clarify any questions concerning format prior to submission.

Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 8, are helpful.

Submittal Letter - Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project) should:

- identify the submitting business;
- identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- be signed by a person authorized to contractually obligate the Proposer;
- A statement that the firm, and its' subcontractors, are appropriately licensed by the State of New Mexico to provide the services proposed.

Proposal Signature Form (Attachment A) - Include with the submittal letter the completed Signature Sheet and acknowledge any addendums

DIVISION V – EVALUATION CRITERIA

A Selection Committee will evaluate the Proposals submitted in response to this RFP. The evaluation criteria will relate to the qualifications of the Proposer to perform the services under this RFP. Proposals submitted should be fully self-contained and include the information requested below in the listed in order and index tabbed the same.

A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with Proposers applying for selection. Proposals will be evaluated on the following basis (all topics are as presented in the text of the proposal) as required by 13-1-120B NMSA 1978. Each proposal must address the required evaluation criteria as follows:

- (1.) **Qualifications:** Qualifications and resources of Proposer, including joint ventures, to provide the professional services requested. **30 points**

- (2.) **Capacity and Capability:** Capacity and capability of Proposer to perform the work, including any specialized or additional services, within the Projects timeframes. Key Project personnel and their experience and role in developing reclaimed water infrastructure systems and the services being requested. **25 points**

- (3.) **Past Record of Performance:** Past record of performance with respect to such factors as responsiveness to client, control of costs, quality of work, and ability to meet schedules. List three (3) most recent public works projects, including contact information of the entity, who can discuss Proposers' performance. **20 points**

- (4.) **Proximity to or Familiarity:** Proximity to or familiarity with the area of Hobbs in which Project is located **10 points**

- (5.) **New Mexico Business:** The amount of work that will be produced by a New Mexico business within the State OR New Mexico Business with Veterans' Preference. **10 points**

- (6.) **Current Volume of Work:** The volume of work previously done for the City of Hobbs which is not seventy-five percent complete with respect to professional engineering services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified Proposers, however that the selection of Proposers be based upon that most qualified. **5 points**

- 1. Qualifications** - Provide information about the firm's qualifications and specific technical experience with similar projects that demonstrate the firm's ability to successfully complete the project. Where applicable, indicate the relevance of previous reclaimed water projects to the anticipated scope of work. The listed projects must demonstrate, through previously completed work, that the firm is qualified to provide the professional services as required for this project.

For each project listed, please provide:

- a) The role of the firm on the project including a description of the project. If project was a joint venture, list the other firm(s) including their specific role.
- b) The original agreement schedule by listing design start date, construction start date, and substantial completion date. Compare the *contractual* dates with *actual* respective dates. Explain any differences between original and actual project schedule milestones. For non-construction projects, list start date, 50% completion date, and final completion date. Explain any differences between original and actual scheduled milestones.

- 2. Capacity and Capability** - Provide information about the firm that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and other requirements. Describe the current workload and availability of designated staff to service the project (include existing projects, pending projects, and this proposed project). Indicate the relationship of the work in this RFP to the firm's other current projects. List key Project personnel and their specific roles, length of time with firm, professional licenses, experience and background.

Identify the key sub-consultant firms and their primary personnel who are proposed to be on the team for this project. Describe each sub-consultants' experience working with the prime firm.

- 3. Past Record of Performance** - Demonstrate that the firm has the ability to meet schedules and budgets. Summarize your firm's schedule control process to be used in order to meet the owner's project schedule. Include information regarding past project budgets, engineers' opinion of probable costs, bidding and completed project cost including change order information. Explain how constructability, recommendations, value engineering, and other design phase cost controls will be utilized. Summarize firms approach to quality control and quality assurance during planning, design, and construction administration.
- 4. Proximity to or Familiarity with Site Location** - List firms' and sub-consultants proximity to Hobbs, New Mexico. Including previous experience regarding the Project location and if applicable, hydrogeological experience within Lea County, N.M.
- 5. New Mexico Produced Work, NM Mexico Business & Veterans' Preference** - Indicate the volume of work to be produced in New Mexico. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that as a percentage of work. In addition, there is a Veterans' Preference for New Mexico based firms. The point distribution will be as follows:

- a. 100% work performed New Mexico Resident Firm 5 Points
- b. 100% of work performed by New Mexico Resident Veteran Firm
 - i. Annual Revenue less than \$1,000,000..... 10 Points
 - ii. Annual Revenue between \$1,000,000 – \$5,000,000..... 8 Points
 - iii. Annual Revenue of \$5,000,000 or more 7 Points

When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

6. **Current Volume of Work** - Firms shall be scored on any project that has been previously awarded by the City of Hobbs and is, on the closing date of RFP 480-16, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form, Attachment E" as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000 to \$ 35,000.	1 point deducted
\$ 35,001 to \$ 50,000.	2 points deducted
\$ 50,001 to \$100,000	3 points deducted
\$100,001 to \$150,000	4 points deducted
\$150,001 and over	5 points deducted

DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE

SELECTION PROCESS. A Selection Committee will evaluate and score each Proposal. Owner reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and additional reference checks or visit completed projects following the interview.

SCHEDULE OF DEADLINES

Advertise RFP 480-16	
Pre-Proposal Meeting	N/A
Proposals Due Date & Time:	_____ at 2:00 MST

DIVISION VII – GENERAL INFORMATION

INFORMAL QUESTIONS. If you have informal questions about technical information regarding this Request for Proposals, or if you have informal questions about the purchasing process, please contact:

Leo Wilson	Tel: 575.397.9315	
WWRF Superintendent	E-mail Address:	lwilson@hobbsnm.org

Note: Owner will answer informal questions orally and makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFP. Proposers shall not rely on any verbal responses from Owner. If you have formal questions about any part of this Request for Proposals, which could result in a material issue or a formal amendment to this RFP, see INTERPRETATIONS AND ADDENDA below.

INTERPRETATIONS AND ADDENDA. Should a Proposer find any ambiguity, inconsistency or error in the Request for Proposals, or should the Proposer be in doubt as to their meaning, he shall at once notify the City Finance Director, in writing, who will send a written addendum either by facsimile or electronic mail to all Proposers who are on record with Finance Department as having requested a

copy of the RFP. Neither Owner, nor its representatives, will be responsible for oral instructions or information. Interpretation or correction of the RFP will be made only by written addendum, which will be electronically mailed or faxed to each Proposer of record. Owner is not responsible for any other explanations or interpretations of the RFP.

Owner is not responsible for assuring delivery of addenda to any Proposer. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the Request for Proposals.

This RFP, the Proposal of successful Proposer and any addenda issued by Owner during the RFP period are to be included in and will become a part of the agreement between Owner and Proposer when awarded. The Proposers shall acknowledge receipt of addenda on the Proposal form in the space provided, on the RFP Submittal Certification Form, see Attachment A.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to Owner of errors or omissions relating to this Request for Proposals must be directed, in writing, email, or by facsimile, to:

THE CITY OF HOBBS- RFP 480-16

Toby Spears, Finance Director

200 E. Broadway, Hobbs, NM

Phone: (575) 397-9235

Fax: (575) 397-9226

Email address: tspears@hobbsnm.org

All formal inquiries must be submitted before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

PROPRIETARY INFORMATION. If you are submitting any information you consider proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If Legal and Finance Department concurs, this information will not be considered public information. The City of Hobbs Legal Department is the final authority as to the extent to which material is considered proprietary or confidential. Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFP may be disclosed pursuant to the applicable New Mexico Public Records Law and applicable New Mexico Statutes.

PROFESSIONAL LICENSE/REGISTRATION IN NEW MEXICO. Any individual or firm that is proposing to perform engineering services must be appropriately licensed / registered in the State of New Mexico at the time of submission of the PROPOSAL.

OBLIGATIONS. This RFP does not obligate Owner to pay any costs incurred in the preparation and submission of Proposals nor to enter into an agreement with any of the applicants.

WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn either personally or by written request any time before the scheduled date and time set for receipt.

AWARD OR REJECTION OF PROPOSALS. Owner has the right to cancel this Request for Proposals, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of Owner and also reserves the right to hold open any or all Proposals for a period of NINETY (90) DAYS after the date of opening thereof and the right to accept a Proposal not withdrawn before the scheduled opening date.

NEGOTIATION OF THE AGREEMENT. The City of Hobbs (Owner) may proceed to negotiate a contract for Consultants' services at a compensation which Owner determines to be fair and reasonable. In making this decision, Owner may take into account the estimated value of the scope of services, the complexity, and the professional nature of the services to be rendered. A rate schedule effective for two (2) years upon execution of agreement is to be included as a part of the fee proposal. If Owner is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that firm will be formally terminated. Owner may then undertake negotiations with the next most qualified firm in sequence until an agreement is reached or a determination is made to reject all proposals.

Markup for Sub-consultant fees will be limited to ten (10%) percent. Owner will negotiate a fee for total services, along with a fee break down per each individual phase, or task, of the work. Consultant's hourly rates for all labor categories, including all Sub-consultant labor, will be valid for a period of two (2) years upon the execution of an agreement without any upward adjustment.

At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

RETURN OF PROPOSALS. Owner will not return any Proposals that are submitted.

PART II: ATTACHMENTS

Attachment A: Site Plan

Attachment B: Proposal Signature Form

Attachment C: Campaign Contribution Disclosure Form

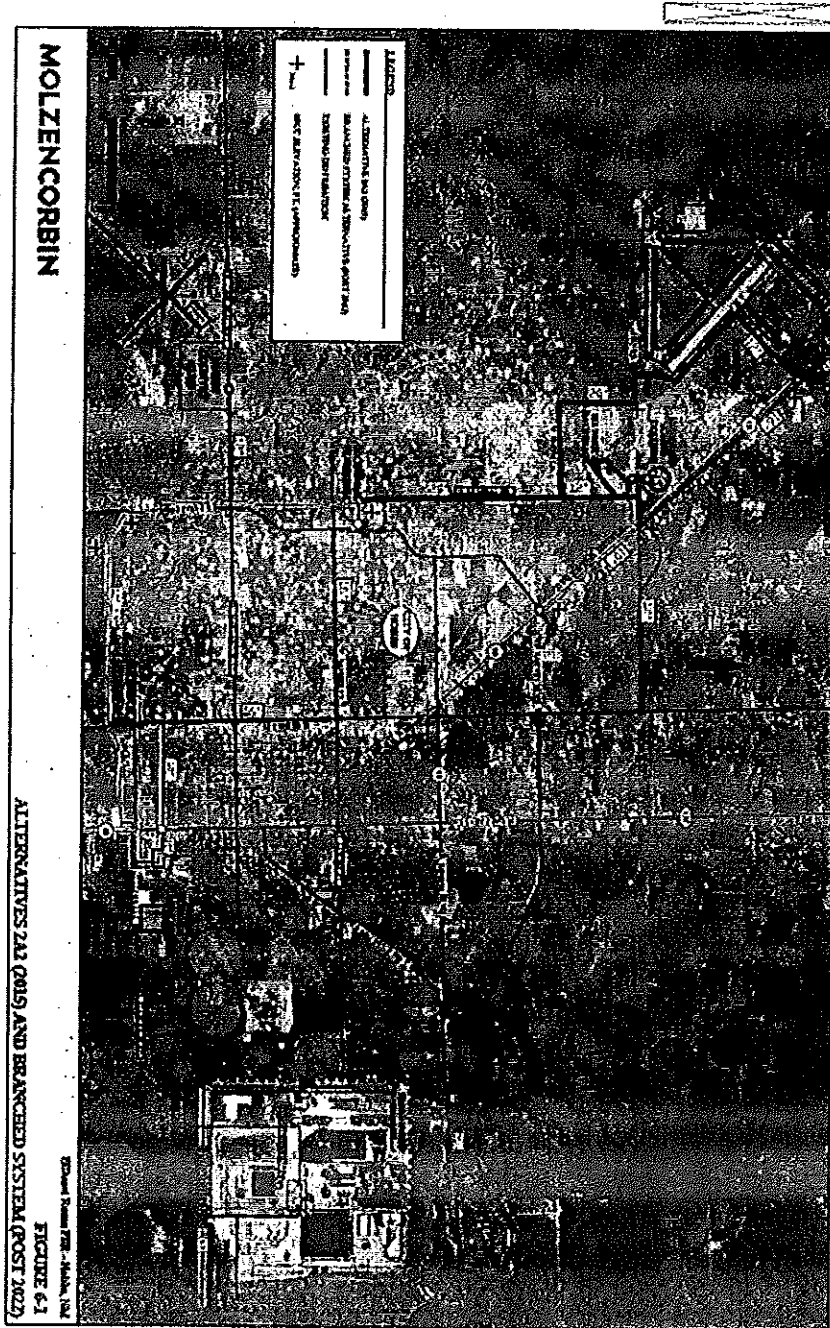
Attachment D: Veterans' Preference Form

Attachment E: Project Listing Form

Attachment F: Submittal Inquiry Form

Attachment G: Draft Agreement

ATTACHMENT A: SITE PLAN



ATTACHMENT B: PROPOSAL FORM SIGNATURE SHEET

PROPOSAL 480-16

FURNISH PROFESSIONAL ENGINEERING SERVICES; EFFLUENT REUSE PROJECT, PHASE III

TO: The City of Hobbs, New Mexico

_____, 20__

Proposal of _____;
(Company Name)

A) A Corporation under the laws of the State of _____; or

B) A partnership consisting of _____; or

C) An individual trading as _____.

The undersigned offerer, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to Offerers, this proposal form and the Specifications.

Company Name

BY: _____

Email address

Type or Print Name

Address

Telephone Number

City State Zip

Resident Preference No.

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED AS FOLLOWS:

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ATTACHMENT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

ATTACHMENT D: VETERANS' PREFERENCE FORM

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

ATTACHMENT E: PROJECT LISTING FORM

PROJECT LISTING FORM

FIRM: _____

DATE: _____

	PROJECT	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.					
2.					
3.					
4.					
5.					
6.					
TOTAL FEES				\$	

Notes:

1. See definitions for calculation of "75% Complete". If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction costs.
3. Federal funds shall be included in project calculations
4. Use additional sheets if necessary.

REMARKS:

ATTACHMENT F: SUBMITTAL INQUIRY FORM
(Pre-submittal Questions, General Clarifications, etc.)

PROJECT NAME: PROFESSIONAL ENGINEERING SERVICES; EFFLUENT REUSE PROJECT, PHASE III

RFP NUMBER: 480-16

INQUIRY DEADLINE: 5:00 PM, DECEMBER 4, 2015

QUESTIONS ON: ORIGINAL RFQ PACKET or ADDENDUM NO.

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ **PHONE NO.** _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

ATTACHMENT G: DRAFT AGREEMENT

DRAFT PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____ by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

PROPOSER
(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City requires to contract with an Engineering Firm to provide Professional Engineering Services to the City of Hobbs, and the City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Director is _____, whose New Mexico Professional Engineer Certification is NMPE # _____, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Engineer shall furnish to the City its Professional Engineering Services using accepted Engineering principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #480-16 dated November 8, 2015, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Engineer's response proposal to that RFP dated _____ which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Engineer shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Engineer's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long term project. Such payment shall include reimbursement for all expenses incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Engineer during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Engineer acknowledges that time is of the essence for the performance of all Engineering Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the Engineering Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Engineer. Said reduction in compensation due Engineer shall be \$100 for each calendar day or part thereof by which such Engineering Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the Engineering work order. Any delay by the City to provide information to Engineer shall not be grounds for penalty to the Engineer.

B. Engineer agrees to complete said Engineering Services as hereinabove stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as being in compliance with the terms of the contract. The City shall make progress payments to Engineer as described in each task order.

C. Engineer acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Engineer shall not be grounds for penalty to Engineer. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Engineer. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Engineer.

5. Compliance With Appropriate Laws.

Engineer agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Engineer.

Engineer, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Engineer and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Engineer shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Engineer's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Engineer agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Engineer or any employee or agent of Engineer while engaged in performing the services called for herein. Engineer will provide a current Certificate of Insurance to be attached to this agreement.

B. Engineer shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However,

these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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.

12. Final Payment.

Engineer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Engineer shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Engineer for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

(PROPOSER)

By: _____

Name

Title

ATTEST:

APPROVED AS TO FORM:

**REQUEST FOR PROPOSAL NUMBER 480-16
PROFESSIONAL ENGINEERING SERVICES: EFFLUENT REUSE PROJECT, PHASE II**

EVALUATION WORKSHEET

Criteria	Wt. Factor	Molzen-Corbin	Parkhill, Smith & Cooper	Wilson & Company	Pettigrew & Associates	WTC Inc	Souder Miller & Associates
1. Qualifications Qualifications and resources of Proposer, including joint ventures, to provide the professional services requested.	30	27.50	25.50	24.75	25.00	20.50	25.50
2. Capacity & Capability Capacity and capability of Proposer to perform the work, including any specialized additional services, within the Projects timeframes.	25	23.50	21.75	21.50	21.75	18.75	21.50
3. Past Record of Performance Past record of performance with respect to such factors as responsiveness to client, control of costs, quality of work, and ability to meet schedules. List three (3) most recent public works projects, including contact information of the entity, who can discuss Proposers' performance.	20	19.25	18.00	19.50	18.00	15.00	16.25
4. Proximity to or Familiarity Proximity to, or familiarity with the area of Hobbs in which Project is located.	10	8.75	9.50	9.25	8.25	9.00	9.50
5. New Mexico Business The amount of work that will be produced by a New Mexico business within the State OR New Mexico Business with Veterans' Preference.	0-10 See RFP for breakdown	5.00	5.00	5.00	5.00	0.00	5.00
6. Current Volume of Work The volume of work previously done for the City of Hobbs which is not seventy-five percent complete with respect to professional engineering services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified Proposers, however that the selection of Proposers be based upon that most qualified.	5	3.50	4.00	4.25	4.25	5.00	3.75
TOTAL	100	87.50	83.75	84.25	82.25	68.25	81.50

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN
WILSON & COMPANY, INC**

THIS AGREEMENT is entered into on this ____ day of _____ by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

WILSON & COMPANY, INC

(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City desires to contract with Engineer to provide Professional Engineering Services and City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Manager is Brian Ambrogi, P.E., whose New Mexico Professional Engineer Certification is NMPE #17610, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Engineer shall furnish to the City its Professional Engineering Services using accepted Engineering principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #480-16 dated November 8, 2015, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Engineer's response proposal to that RFP dated December 10, 2015 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Engineer shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Engineer's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long term project. Such payment shall include reimbursement for all expenses

incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Engineer during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Engineer acknowledges that time is of the essence for the performance of all Engineering Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the Engineering Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Engineer. Said reduction in compensation due Engineer shall be \$100 for each calendar day or part thereof by which such Engineering Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the Engineering work order. Any delay by the City to provide information to Engineer shall not be grounds for penalty to the Engineer.

B. Engineer agrees to complete said Engineering Services as hereinabove stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as being in compliance with the terms of the contract. The City shall make progress payments to Engineer as described in each task order.

C. Engineer acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Engineer shall not be grounds for penalty to Engineer. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Engineer. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Engineer.

5. Compliance With Appropriate Laws.

Engineer agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Engineer.

Engineer, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Engineer and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Engineer shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Engineer's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Engineer agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Engineer or any employee or agent of Engineer while engaged in performing the services called for herein. Engineer will provide a current Certificate of Insurance to be attached to this agreement.

B. Engineer shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard,

underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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.

12. Final Payment.

Engineer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Engineer shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Engineer for the specific

purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

15. Entire Agreement.


The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

WILSON & COMPANY, INC

Sam D. Cobb, Mayor



Mario Juarez-Infante, P.E./Vice President

Toby Spears, Finance Director

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

ATTEST:

Jan Fletcher, City Clerk

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN
SOUDER, MILLER & ASSOCIATES**

THIS AGREEMENT is entered into on this ____ day of _____ by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

SOUDER, MILLER & ASSOCIATES

(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City desires to contract with Engineer to provide Professional Engineering Services and City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Manager is Russell Döss, P.E., whose New Mexico Professional Engineer Certification is NMPE #8828, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Engineer shall furnish to the City its Professional Engineering Services using accepted Engineering principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #480-16 dated November 8, 2015, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Engineer's response proposal to that RFP dated December 10, 2015 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Engineer shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Engineer's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long term project. Such payment shall include reimbursement for all expenses

incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Engineer during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Engineer acknowledges that time is of the essence for the performance of all Engineering Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the Engineering Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Engineer. Said reduction in compensation due Engineer shall be \$100 for each calendar day or part thereof by which such Engineering Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the Engineering work order. Any delay by the City to provide information to Engineer shall not be grounds for penalty to the Engineer.

B. Engineer agrees to complete said Engineering Services as hereinabove stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as being in compliance with the terms of the contract. The City shall make progress payments to Engineer as described in each task order.

C. Engineer acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Engineer shall not be grounds for penalty to Engineer. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Engineer. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Engineer.

5. Compliance With Appropriate Laws.

Engineer agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Engineer.

Engineer, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Engineer and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Engineer shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Engineer's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Engineer agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Engineer or any employee or agent of Engineer while engaged in performing the services called for herein. Engineer will provide a current Certificate of Insurance to be attached to this agreement.

B. Engineer shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard,

underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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.

12. Final Payment.

Engineer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Engineer shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Engineer for the specific

purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

SOUDER, MILLER & ASSOCIATES

Sam D. Cobb, Mayor



Peter Fant, P.E./President

1/14/16

Toby Spears, Finance Director

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

ATTEST:

Jan Fletcher, City Clerk

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN
PARKHILL, SMITH & COOPER, INC**

THIS AGREEMENT is entered into on this _____ day of _____ by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

PARKHILL, SMITH & COOPER, INC.

(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City desires to contract with Engineer to provide Professional Engineering Services and City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Director is Brian Stephens, P.E., whose New Mexico Professional Engineer Certification is NMPE #21036, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Engineer shall furnish to the City its Professional Engineering Services using accepted Engineering principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #480-16 dated November 8, 2015, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Engineer's response proposal to that RFP dated December 10, 2015 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Engineer shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Engineer's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long term project. Such payment shall include reimbursement for all expenses

incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Engineer during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Engineer acknowledges that time is of the essence for the performance of all Engineering Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the Engineering Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Engineer. Said reduction in compensation due Engineer shall be \$100 for each calendar day or part thereof by which such Engineering Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the Engineering work order. Any delay by the City to provide information to Engineer shall not be grounds for penalty to the Engineer.

B. Engineer agrees to complete said Engineering Services as hereinabove stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as being in compliance with the terms of the contract. The City shall make progress payments to Engineer as described in each task order.

C. Engineer acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Engineer shall not be grounds for penalty to Engineer. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Engineer. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Engineer.

5. Compliance With Appropriate Laws.

Engineer agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Engineer.

Engineer, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Engineer and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Engineer shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Engineer's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Engineer agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Engineer or any employee or agent of Engineer while engaged in performing the services called for herein. Engineer will provide a current Certificate of Insurance to be attached to this agreement.

B. Engineer shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard,

underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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.

12. Final Payment.

Engineer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Engineer shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Engineer for the specific

purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

15. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

PARKHILL, SMITH & COOPER, INC.

Sam D. Cobb, Mayor



Brian Stephens, P.E./Principal

Toby Spears, Finance Director

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

ATTEST:

Jan Fletcher, City Clerk



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN
PETTIGREW & ASSOCIATES**

THIS AGREEMENT is entered into on this ____ day of _____ by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

PETTIGREW & ASSOCIATES

(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City desires to contract with Engineer to provide Professional Engineering Services and City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Manager is Debra P. Hicks, P.E./L.S.I., whose New Mexico Professional Engineer Certification is NMPE #10871, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Engineer shall furnish to the City its Professional Engineering Services using accepted Engineering principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #480-16 dated November 8, 2015, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Engineer's response proposal to that RFP dated December 10, 2015 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Engineer shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.

A. The City shall pay for said services at the rates specified in the Fee Schedule of Engineer's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long term project. Such payment shall include reimbursement for all expenses

incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Engineer during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Engineer acknowledges that time is of the essence for the performance of all Engineering Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the Engineering Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Engineer. Said reduction in compensation due Engineer shall be \$100 for each calendar day or part thereof by which such Engineering Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the Engineering work order. Any delay by the City to provide information to Engineer shall not be grounds for penalty to the Engineer.

B. Engineer agrees to complete said Engineering Services as hereinabove stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as being in compliance with the terms of the contract. The City shall make progress payments to Engineer as described in each task order.

C. Engineer acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Engineer shall not be grounds for penalty to Engineer. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Engineer. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Engineer.

5. Compliance With Appropriate Laws.

Engineer agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Engineer.

Engineer, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Engineer and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement.

Engineer shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Engineer's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Engineer agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Engineer or any employee or agent of Engineer while engaged in performing the services called for herein. Engineer will provide a current Certificate of Insurance to be attached to this agreement.

B. Engineer shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard,

underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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.

12. Final Payment

Engineer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Engineer shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Engineer for the specific

purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

15. Entire Agreement.


The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

PETTIGREW & ASSOCIATES

Sam D. Cobb, Mayor



Debra P. Hicks, President & CEO

Toby Spears, Finance Director

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

ATTEST:

Jan Fletcher, City Clerk

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN**

THIS AGREEMENT is entered into on this _____ day of _____ by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

MOLZEN-CORBIN

(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City desires to contract with Engineer to provide Professional Engineering Services and City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Manager is Clayton Ten Eyck, MS, PE, whose New Mexico Professional Engineer Certification is NMPE #18866, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. Work To Be Performed. The Engineer shall furnish to the City its Professional Engineering Services using accepted Engineering principles and techniques. All work completed under this agreement shall be pursuant to the City's RFP #480-16 dated November 8, 2015, which is attached hereto and made a part of this Agreement as Exhibit #1; and pursuant to Engineer's response proposal to that RFP dated December 10, 2015 which is attached hereto and made a part of this Agreement as Exhibit #2, to the extent that its provisions are not inconsistent with the RFP and applicable laws. Both of these said documents are attached hereto and made a part of this agreement.

As contracted under this Agreement, Engineer shall perform and/or furnish to the City those items which the City requests for completion of Project, including an estimated time schedule, completion date and estimated cost. The City will furnish instructions and specifications for each project with the Task Order for that project.

2. Payment For Services.
 - A. The City shall pay for said services at the rates specified in the Fee Schedule of Engineer's Proposal except as specified herein. Payment will not be made by the City until the services for that project have been received and accepted by the City as being in compliance with the instructions and specifications, except that for long term projects (60 days or longer) monthly billings based on percent of work completed will be acceptable and negotiated per each specific long term project. Such payment shall include reimbursement for all expenses

incurred in rendering such services unless otherwise specifically provided hereinafter.

B. The total compensation to be paid to Engineer during the term of this Agreement shall be based on specific Task Orders, as agreed, on a case by case basis, unless the Agreement is amended by the City Commission.

C. If additional work is authorized for administrative services, the City will specify payment details and other terms in the work order.

3. Completion Date.

A. Engineer acknowledges that time is of the essence for the performance of all Engineering Services. The completion time for each project shall be negotiated as part of the Work Order for each project. In the event any of the Engineering Services contracted under this Agreement are not completed on or before the completion date or any negotiated extension of the completion date for that project, it is agreed that the City shall have the option to terminate this Agreement or to reduce the compensation due the Engineer. Said reduction in compensation due Engineer shall be \$100 for each calendar day or part thereof by which such Engineering Services are past due, with a maximum reduction of twenty five percent (25%) of the total cost of the Engineering work order. Any delay by the City to provide information to Engineer shall not be grounds for penalty to the Engineer.

B. Engineer agrees to complete said Engineering Services as hereinabove stated and shall not be entitled to final payment by the City until the described services have been received and accepted by the City or its agents, as being in compliance with the terms of the contract. The City shall make progress payments to Engineer as described in each task order.

C. Engineer acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established at the start of the work project, except that any delay by City to provide information to Engineer shall not be grounds for penalty to Engineer. In the event any of the services contracted under this Agreement are not completed on or before an agreed completion date or any negotiated extension of the completion date for a work order, it is agreed that City may terminate this Agreement and reduce the compensation due to Engineer. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities.

City will provide plans to review, information on Project, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Engineer.

5. Compliance With Appropriate Laws.

Engineer agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Initial Term of Agreement, Termination and Extended Term.

A. The Initial Term of this agreement shall be two (2) years from the date of execution above, unless terminated by the parties hereto.

B. This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

C. At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties. Provided all conditions of initial agreement remain in effect, an escalation rate increase of five (5%) percent in Consultant and sub-consultant hourly rates for all labor categories will be applied to the Extended Term agreement.

7. Status of Engineer.

Engineer, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Engineer and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

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Engineer shall not assign or transfer any interest in this Agreement.

9. Subcontracting.

Engineer shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent, except for those approved subcontractors identified in Engineer's Proposal.

10. Insurance Requirements and Hold Harmless Provision.

A. Engineer agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's reasonable Attorney fees resulting from the negligence, errors or omissions of Engineer or any employee or agent of Engineer while engaged in performing the services called for herein. Engineer will provide a current Certificate of Insurance to be attached to this agreement.

B. Engineer shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard,

underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However, these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all the General Liability and Automobile insurance policies.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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.

12. Final Payment.

Engineer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

14. Ownership of Work Products.

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheet, Word Documents, Pictures, etc. Notwithstanding any provision to the contrary contained in this Contract, Engineer shall retain sole ownership to its pre-existing information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of documents or materials without written verification or adaptation by Engineer for the specific

purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

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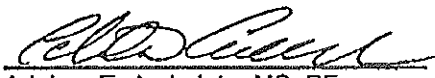
The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

MOLZEN-CORBIN

Sam D. Cobb, Mayor



Adelmo E. Archuleta, MS, PE
President/Owner

Toby Spears, Finance Director

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

ATTEST:

Jan Fletcher, City Clerk

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN
WEST TEXAS CONSULTANTS, INC.**

THIS AGREEMENT is entered into on this _____ day of _____ by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and

WEST TEXAS CONSULTANTS, INC.

(hereinafter "Engineer") for the purpose of completing Professional Engineering Services to be provided to the City.

RECITALS:

1. The City desires to contract with Engineer to provide Professional Engineering Services and City has issued RFP #480-16 dated November 8, 2015 to solicit qualified proposals.
2. Engineer has submitted a written proposal to the City to complete the required Professional Engineering Services work, pursuant to the Request for Proposal.
3. The Consultant represents that its Project Manager is Chad Tompkins, P.E., whose New Mexico Professional Engineer Certification is NMPE #17269, and further represents that Engineer is qualified by training and experience in the type of work required by the City of Hobbs Effluent Reuse Project, Phase II, and as described within RFP 480-16.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

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incurred in rendering such services unless otherwise specifically provided hereinafter.

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purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, and subcontractors. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Engineer and City.

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The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

CITY OF HOBBS

WEST TEXAS CONSULTANTS, INC

Sam D. Cobb, Mayor



Chap Tompkins, P.E.

Toby Spears, Finance Director

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

ATTEST:

Jan Fletcher, City Clerk