



HOBBS CITY COMMISSION

Sam D. Cobb, Mayor
Marshall Newman, Commissioner - District 1
Cynthia Calderon, Commissioner - District 2
Patricia A. Taylor, Commissioner - District 3
Joseph D. Calderón, Commissioner - District 4
Garry A. Buie, Commissioner - District 5
Don Gerth, Commissioner - District 6

NOTICE OF SPECIAL MEETING

Monday, July 31, 2017 - 5:00 p.m.
Murray Elementary School, 510 North Dal Paso, Hobbs, NM

Notice is hereby given that the Hobbs City Commission will hold a special meeting in conjunction with the Hobbs Municipal School Board on **Monday, July 31, 2017**, at 5:00 p.m., at Murray Elementary School, 510 North Dal Paso, Hobbs, New Mexico.

A G E N D A

Invocation, Pledge of Allegiance, Roll Call

1. Opening Remarks
2. Presentation and Review of Proposed City Park Improvements
3. Consideration of Approval of an Amendment to the Memorandum of Understanding Between the Hobbs Municipal Schools and the City of Hobbs Related to Improvements at City Park (*J. J. Murphy, Todd Randall*)
4. Consideration of Approval of RFQ/RFP No. 490-17 for City Park Improvements and Recommendation to Accept Proposal and Execute a Contract with CDR Construction, Inc., in the Amount of \$4,107,244.00 Pending DFA Approval of the City's FY 18 Budget (*J. J. Murphy, Todd Randall*)
5. Public Comments
6. Closing Remarks
7. Adjournment



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 31, 2017

SUBJECT: Approval of an Amendment to the Memorandum of Understanding with Hobbs Schools Regarding Renovations to City Park

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 27, 2017
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

On March 2, 2016, the City Commission approved a Memorandum of Understanding with Hobbs Schools for renovations to City Park. Section III of that MOU provides for cases in which "Additional Contributions" are needed. These additional contributions are additional cash contributions above those funds originally committed by both the City of Hobbs and Hobbs Schools. The City of Hobbs and Hobbs Schools have identified a need for additional contributions to complete the renovations to City Park. This Amendment to the existing MOU outlines how those additional contributions are to be met.

Fiscal Impact:

This Amendment to the MOU will obligate an additional \$450,000.00 (Total COH obligation of \$700,000) towards the renovations at City Park (Project No. 00213). In addition, this MOU will require exhausting all obligated funds noted in the MOU and J. F Maddox Foundation Agreement before the expenditure of the HMS additional \$100,000.

Reviewed By: [Signature]
Finance Department

01-0320-44901-00213 \$4,173,785.94 (FY17 Carry Over)
New Money \$250,000 City Comm. Approved FY18 budget / Carry Over (Comm. 7-17-17)

NOTE: The FY 18 Budget / Carry Over is subject to DFA approval and anticipated not be available until August of 2018.

Attachments:

Amendment to MOU and Original MOU (attached as "Exhibit 1")

Legal Review:

Approved As To Form: [Signature] for Michael H. Stone
City Attorney

Recommendation:

Approve the Amendment to the Memorandum of Understanding

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager
ACM

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOBBS MUNICIPAL SCHOOLS AND THE
CITY OF HOBBS**

This Amendment to the Memorandum of Understanding between the City of Hobbs (hereinafter "CITY") and the Hobbs Municipal Schools (hereinafter "SCHOOLS") is made this _____ day of July, 2017.

PURPOSE

The purpose of this agreement is to amend the formalized agreement regarding the parties' financial contributions for renovations of City Park.

INCORPORATION OF PRIOR MEMORANDUM OF UNDERSTANDING

The CITY and SCHOOLS entered into a Memorandum of Understanding (hereinafter "MOU") on or about March 3, 2016. The MOU was approved by the governing body of the CITY on March 2, 2016. The MOU set out the duties and responsibilities of CITY and SCHOOLS regarding the parties' financial contributions for renovations of City Park. The MOU is attached hereto and incorporated herein as "Exhibit 1." The provisions of the MOU shall remain in full force and effect subject only to the amendments specifically outlined herein.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

III. ADDITIONAL CONTRIBUTIONS (AMENDED)

In the event the project requires additional cash contributions, the parties agree they will discuss the matter along with the Maddox Foundation and will not be liable for additional contributions without agreement from the parties and the Maddox Foundation.

Pursuant to the above, parties agree that the project requires additional cash contributions and shall meet those requirements as follows:

CITY ADDITIONAL CONTRIBUTIONS:

1. CITY will ensure the following obligations are met in addition to those obligations outlined in the MOU under "CITY DUTIES":
 - A. CITY shall provide an additional \$450,000.00 (bringing CITY total contribution to \$700,000.00) towards City Park renovations.

SCHOOLS ADDITIONAL CONTRIBUTIONS:

1. SCHOOLS will ensure the following obligations are met in addition to those obligations outlined in the MOU under "SCHOOLS DUTIES":
 - A. SCHOOLS shall provide an additional \$100,000.00 towards City Park renovations. Parties agree that all contributions contemplated herein shall be exhausted as a condition precedent to utilization of the additional \$100,000.00 outlined herein. Additionally, any expenditure of the additional \$100,000.00 shall require prior approval by both CITY and SCHOOLS.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

CITY OF HOBBS

BY: _____ Date: _____
Sam D. Cobb
Mayor

BY: _____ Date: _____
J.J. Murphy
City Manager

HOBBS MUNICIPAL SCHOOLS

BY: _____ Date: _____
Gary Eidson.
Board President

BY: _____ Date: _____
T.J. Parks
Superintendent

Approved as to Form:

By: _____ Date: _____
Michael H. Stone
City Attorney

ATTEST:

Jan Fletcher, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOBBS MUNICIPAL SCHOOLS AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this 2nd day of March, 2016, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs Municipal Schools (hereinafter "SCHOOLS").

PURPOSE

The purpose of this agreement is to formalize the parties' financial contributions for renovations of City Park.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. City is responsible for procuring approved design and construction renovations at City Park;
- B. Before construction commences, the City, the Schools and the Maddox Foundation shall mutually agree to the final design of the park improvements;
- C. City shall provide \$250,000.00 towards City Park renovations; and
- D. City shall invoice the Schools for the Schools contribution to the project on a cost reimbursement basis.

II. SCHOOLS DUTIES

SCHOOLS will ensure the following obligations are met:

- A. SCHOOLS shall provide its agreement to the final design of the park improvements;
- B. SCHOOLS shall provide \$250,000.00 to City towards City Park renovations on a cost reimbursement basis.

III. ADDITIONAL CONTRIBUTIONS

In the event the project requires additional cash contributions, the parties agree they will discuss the matter along with the Maddox Foundation and will not be liable for additional contributions without agreement from the parties and the Maddox Foundation.

MERGER OF AGREEMENT

This agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

SOVEREIGN IMMUNITY

The City of Hobbs and Schools, their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and Schools and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and the Hobbs Independent School District will maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of two (2) years or until the City park Renovation Project is complete.

SEVERABILITY

If any provision of this Memorandum of Understanding is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

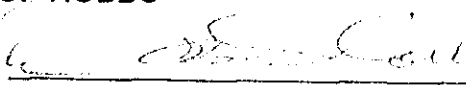
EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

HOBBS MUNICIPAL SCHOOLS

CITY OF HOBBS

BY:



Sam D. Cobb
Mayor

Date: 3/2/16


BY:



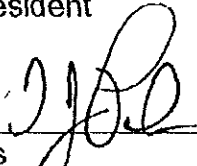
J.J. Murphy
City Manager

Date: 2 MAR 16

HOBBS MUNICIPAL SCHOOLS

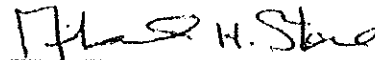
BY: 
Gary Eidson
Board President

Date: 3/2/16



BY: 
T.J. Parks
Superintendent

Date: 3/2/16

Approved as to Form:

By: 
Michael H. Stone
City Attorney

Date: 3/3/16

 ATTEST

Jan Fletcher, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 31st, 2017

SUBJECT: CONSIDER THE APPROVAL FOR RFQ/RFP No. 490-17 to CDR Construction Inc. for CITY PARK IMPROVEMENTS

DEPT. OF ORIGIN: Office of the City Manager / Parks and Recreation / Engineering / General Services
DATE SUBMITTED: July 27th, 2017
SUBMITTED BY: JJ Murphy - City Manager

Summary:

The City received six (6) proposals and five (5) were deemed responsive. Firms were initially ranked based on the Statement of Qualification for the Prime Contractor and their proposed subcontractors prior to opening the cost proposals. After adding allocated points based on costs and New Mexico resident preference to establish the final rankings, the Selection Committee recommended CDR Construction Inc. of Alamagordo to enter into to contract negotiations, which was highest ranked offer.

CDR Construction Inc. and their subcontractor are familiar and experienced with working in Hobbs and similar projects, such as the Library Renovations and Library Landscaping. The Selection Committee recommends awarding the contract to CDR Construction Inc. based on the qualification rankings and cost proposals. Attached is a Summary Ranking Sheet of the Selection Committee.

Construction Description: The City Park Improvements consists of demolition of existing park elements and providing new; site grading, landscaping improvements, lighting, parking areas, playgrounds, covered and lighted basketball court and a splashpad. Completion Date: Spring of 2018

Construction Costs: Under Qualification / Cost Proposal procurement process, the City Manager is authorized to negotiate with the top ranked offeror. The design professionals (Wilson & Company / Sites Southwest), City Staff and CDR have performed a Best Value Analysis of all construction elements and agreed to cost reductions, material substitutions and elimination of construction items for a total construction cost of \$3,845,284 (w/o GRT), which is deemed fair and reasonable.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

01-0320-44901-00213 \$4,173,785.94 (FY17 Carry Over)
New Money \$250,000 City Comm. Approved FY18 budget / Carry Over (Comm. 7-17-17)
CDR Contract: \$4,107,244 (includes GRT)

If approved by Commission, the Contract will not be executed nor an award letter be sent out until DFA approves the FY 18 Budget. The date of the contract will be determined by Finance Dept.

Attachments: Project Sketches / Selection Committee Ranking Sheet / Project Cost Summary Sheet

Legal Review:

Approved As To Form:

[Signature] for Michael H. Stone
City Attorney

Recommendation:

Commission consideration and authorization of the Mayor to execute a contract with CDR Inc. pending DFA approval of the FY 18 Budget

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

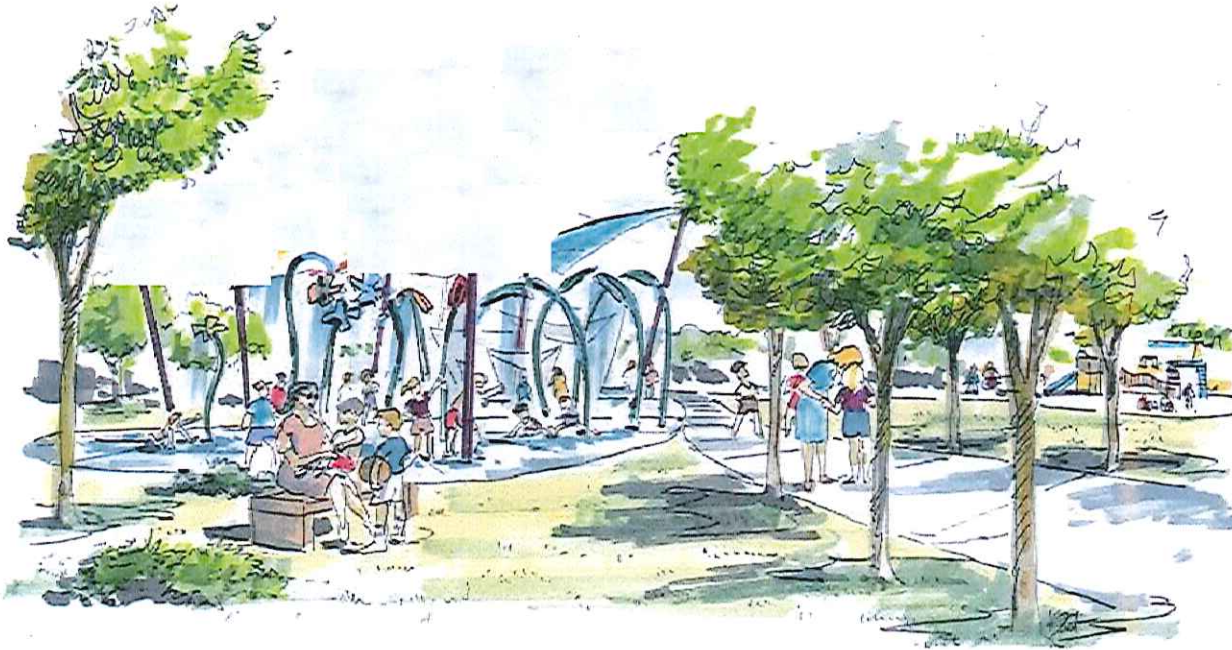
Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____



WILSON
& COMPANY



Splash Pad



Big Splashes



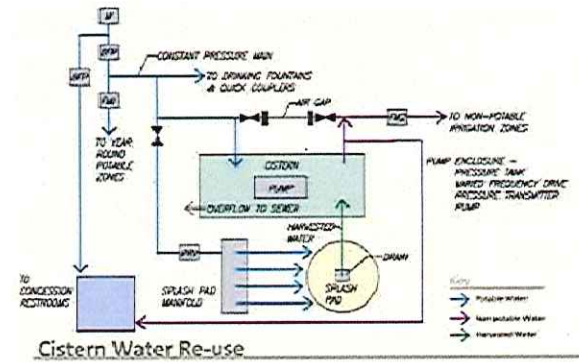
Energy Themed



Shaded



**WILSON
& COMPANY**



Use of Cistern

Southern Plains Xeric Walk



Purple Sage



Coyote Bush

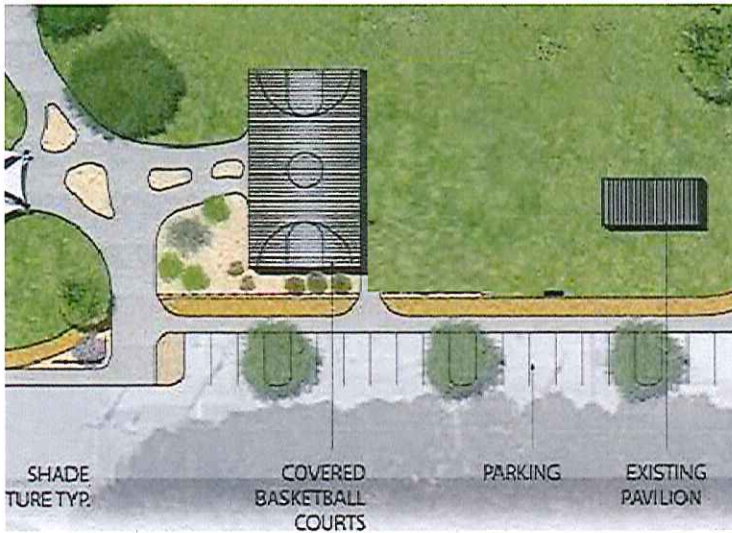
Lantana



Cherry Sage



Shaded Basketball Courts



Multi-Use Court



WILSON
& COMPANY

OWNER City of Hobbs
 PROJECT City Park Improvements

PROJECT # 490-17

Qualification and Cost Proposals

Weighting: Technical - 800 Price - 200
 80% 20%

FINAL RANKINGS					
	Accent	Bradbury	CDR	Hayden	Mick Rich
Total:	19	20	10	21	35
Overall Final Rank:	2	3	1	4	5

COST PROPOSALS					
	Accent	Bradbury	CDR	Hayden	Mick Rich
Lump Sum Price	\$ 4,700,875.47	\$ 4,628,659.63	\$ 4,492,430.00	\$ 5,219,439.00	\$ 4,576,014.00

City Park - HOBBS, NM
Best Value Analysis

CDR - NEGOTIATIONS

Item # (Bid Form #)	cost adjustment	Description	QTY	Unit	Unit Cost	Cost Impact	Incorporated <small>To Select Place "X" here</small>	Notes
Item 1 (V - B)	(\$14,340)	PROMENADE WIDTH REDUCTION						
		REDUCE: 6" Concrete Promenade width reduced by 4'	(2,000)	SF	\$9.25	(\$18,500)	(\$18,500)	x 25% reduction; maintain min. 10' width (Promenade now totals 10,608sqft at \$9.25=\$98,124)
		ADD: Turf / Irrigation @ 4' reduction	2,000	SF	\$2.08	\$4,160	\$4,160	x
Item 3 n/a	(\$24,967)	REMOVE PROMONADE "ART NODE"						
		DELETE: 4" Concrete Sidewalk	(813)	SF	\$6.15	(\$5,000)	(\$5,000)	x would it lessen cost if we removed the salt finish?
		DELETE: 18" CIP Seatwall	(101)	LF	\$102.00	(\$10,302)	(\$10,302)	x
		DELETE: Unit Pavers	(351)	SF	\$15.00	(\$5,265)	(\$5,265)	x
		DELETE: 8" x 8" Header Curb	(46)	LF	\$18.00	(\$828)	(\$828)	x
		DELETE: Gravel Mulch	(120)	SF	\$4.03	(\$484)	(\$484)	x again this could be greater savings if we choose the less expensive gravel.
		DELETE: Trees (2" - 3" Caliper)	(6)	EA	\$450.00	(\$2,700)	(\$2,700)	x
		DELETE: Spherical Concrete Seating Bollards	(7)	EA	\$600.00	(\$4,200)	(\$4,200)	x
		ADD: Turf / Sod	1,400	SF	\$2.08	\$2,912	\$2,912	x
		ADD: Trees (Large)	2	EA	\$450.00	\$900	\$900	x these trees would be planted to replace the Art Node and keep the regularly spaced promenade trees
Item 4 (V - F)	(\$25,200)	REMOVE REMAINING CAST-IN-PLACE PCC SEAT WALL, INCLUDING FOOTING, C.I.P.						
		DELETE: 18" CIP Seatwall	(400)	LF	\$102.00	(\$40,800)	(\$40,800)	x Excludes "Art Node"
		ADD: 8 x 8 x 16 Colored concrete masonry units	400	LF	\$39.00	\$15,600	\$15,600	x Substitute materials
Item 5 (n/a)	(\$4,929)	SIDEWALK REDUCTIONS						4" deep PCC sidewalk is now 28,283sqft
		DELETE: 4" Concrete Sidewalk (at Southwest Corner)	(1,223)	SF	\$6.15	(\$7,521)	(\$7,521)	x
		ADD: crushed fines	1,223	SF	\$2.12	\$2,593	\$2,593	x Alternate material proposed by CDR
Item 6 (V - H)	(\$8,752)	WALKING PATH - 4" DEPTH STABILIZED CRUSHED FINES, C.I.P.						
		DELETE: 4" stabilized crushed fines	(8,752)	SF	\$5.27	(\$46,123)	(\$46,123)	x
		ADD: use substituted 4" stabilized crushed fines	8,752	SF	\$4.27	\$37,371	\$37,371	x Alternate material proposed by CDR
Item 7 (V - I)	(\$61,367)	4" DEPTH CRUSHED FINES, C.I.P. (LANDSCAPE AREAS)						
		DELETE: specified crushed fines for landscape areas	(61,367)	SF	\$3.12	(\$191,465)	(\$191,465)	x
		ADD: use substituted crushed fines for landscape areas	61,367	SF	\$2.12	\$130,098	\$130,098	x Alternate material proposed by CDR

Item # (Bid Form #)	cost adjustment	Description	QTY	Unit	Unit Cost	Cost Impact	Incorporated <small>To Select Place "x" here></small>	Notes
Item 8 (V -)	(\$52,855)	SITE FURNISHINGS - USE ALTERNATE FURNISHING SELECTIONS						Item L-5 estimates savings at \$13,000
		DELETE: 6" Perforated Metal Back Bench	(10)	EA	\$2,160.00	(\$21,600)	(\$21,600)	X
		DELETE: 6" Perforated Metal Bench Backless	(14)	EA	\$1,475.00	(\$20,650)	(\$20,650)	X
		DELETE Trash Receptacles	(14)	EA	\$1,475.00	(\$10,605)	(\$10,605)	x Owner will provided
Item 9 (V - W)	(\$42,000)	DELETE FENCING						
		REDUCE BY 50%	(1,500)	LF	\$28.00	(\$42,000)	(\$42,000)	X KEEP A MIN. OF 1,200 LIN FT TO KEEP PRICING
Item 10 (VIII - D)	(\$119,440)	REMOVE / REPLACE COVERED BASKETBALL						
		DELETE: Covered Basketball Court	(1)	EA	\$273,942.00	(\$273,942)	(\$273,942)	x
		ADD: Covered Basketball - Standard Pre-engineered Metal Building	1	EA	\$143,942.00	\$143,942	\$143,942	X
		ADD: 24" x 3' High Sonotube Basketball Columns	1	LS	\$10,560.00	\$10,560	\$10,560	X Options that add costs (colored concrete / stain)
Item 11 (VIII - E)	(\$114,970)	REMOVE / REPLACE PAVILION						(Alternate for furnishings not accepted)
		DELETE: Pavilion Structure	(1)	EA	\$93,000.00	(\$93,000)	(\$93,000)	x Future Project based on future need and budget
		DELETE: concrete for Pavilion (2,600 SQ. FT)	(2,600)	SF	\$8.45	(\$21,970)	(\$21,970)	X
Item 12 (VIII - F)	(\$56,000)	REMOVE PICNIC SHELTERS						
		DELETE: Picnic Shelters	(4)	EA	\$14,000.00	(\$56,000)	(\$56,000)	X Delete 4 structure and 3 remain
Item 13 (VIII - G)	(\$6,600)	CREDIT: Restroom Building						
		DELETE: Demo of existing restroom	1	LS	(\$6,600.00)	(\$6,600)	(\$6,600)	X *NOTE: Additional Costs for Restroom Re-Model below
Item 14 (VIII -)	(\$23,375)	DELETE TREE SCULPTURE ITEMS						
Item 15 (VIII - K)	\$16,825	DELETE MULTI-COURT RESURFACING						
		DELETE: Resurfacing Court (11,500 sq. ft)	(1)	EA	\$36,500.00	(\$36,500)	(\$36,500)	X
		DELETE: removal of existing Concrete @ Mult-Use Court	1	LS	\$4,000.00	\$4,000	\$4,000	x
		ADD: 6" CONCRETE FOR VOLLEY BALL COURTS (smaller foot print)	7,000	SF	\$8.45	\$59,150	\$59,150.00	X Assume reinforced concrete slab
		ADD: Sod with Irrigation or crusher fines	4,500	SF	\$2.15	\$9,675	\$9,675.00	x
		DELETE FENCE:	1	LS	(\$19,500.00)	(\$19,500)	(\$19,500)	x
Item 16 (VIII - M)	(\$9,032)	TYKES COURT						
		DELETE: Tykes Court including Basketball Goal & Striping, C.I.P.	(1)	EA	\$9,032.00	(\$9,032)	(\$9,032)	x Credit comes from IV - B; only 2 existing picnic structures are refurbished.
Item 18 n/a	(\$20,000)	REDUCE TREE / SHRUBS COUNT BY 25%						x There are now 83- 2" Caliper trees, 389- 1 gal plants, and 717- 5 gal plants.
Item 21 (XIII)	(\$34,400)	REMOVE FROM SCOPE - MANHOLE REPLACEMENT						x work performed by City of Hobbs

Item # (Bid Form #)	cost adjustment	Description	QTY	Unit	Unit Cost	Cost Impact	Incorporated <small>To Select Place "x" here></small>	Notes
Item 22 (n/a)	(\$45,745)	CDR ADDITIONAL CREDITS & CONTINGENCY						
		REDUCE GENERAL CONDITIONS				(\$50,000)	(\$50,000)	x
		CREDIT: Playground 1 & 2 Installation				(\$20,000)	(\$20,000)	x
		CREDIT: Electrical				(\$10,745)	(\$10,745)	x
		ADD: Volley Ball Equipment ALLOWANCE				\$10,000	\$10,000	x
		ADD: Contractor Contingency				\$25,000	\$25,000	x
	(647,146)	SUBTOTAL				(\$647,146)	(\$647,146)	
Items Incorporated (items selected above)							(\$647,146)	

CDR - Negotiated Contract w/ GRT		\$4,107,244
	Refurbish Existing Bathroom	\$35,000
	Admin / Testing / Permit / Fees	\$35,000
	City purchased FFE (benches / tables / trashcans)	\$25,000
	Off Site - Sewer MH & Water Tap	\$20,000
TOTAL		\$4,222,244

CDR BASE BID \$4,492,430
Items Incl. (\$647,146)
Subtotal \$3,845,284
GRT (6.8125) \$261,960
TOTAL BID \$4,107,244

MADDOX GRANT \$ 3,740,000 (\$3.5M Construction & \$0.24M Design)
CITY OF HOBBS \$ 250,000
HMS \$ 250,000

TOTAL \$ 4,240,000

CONCEPTUAL DESIGN \$ 49,000
DESIGN FEES \$ 240,000
CONSTRUCTION MANAGEMENT FEE \$ 125,000
\$ 414,000
\$ 28,204
TOTAL \$ 442,204

SUBTOTAL
GRT

NEGOTIATED CDR CONSTRUCTION AMOUNT \$ 4,107,244
TOTAL PROJECT COSTS \$ 4,664,447

CASH MATCH ABOVE GRANT REQUIREMENTS \$ (424,447) Amount over original budget

CITY OF HOBBS ADDITIONAL CONTRIBUTION \$ 450,000
HMS ADDITIONAL CONTRIBUTION \$ 100,000 CONTINGENCY DOLLARS LAST TO UTILIZE (REQUIRES HMS APPROVAL)

CONTINGENCY FUNDS \$ 125,553