

# Commission Meeting Agenda



## *Mayor*

Samuel D. Cobb

## *City Commission*

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

## *Acting City Manager*

Manny Gomez

*August 19, 2019*



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

**Monday, August 19, 2019 - 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner - District 1

Christopher R. Mills  
Commissioner - District 2

Patricia A. Taylor  
Commissioner - District 3

Joseph D. Calderón  
Commissioner - District 4

Dwayne Penick  
Commissioner - District 5

Don R. Gerth  
Commissioner - District 6

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**A G E N D A**

*City Commission Meetings are  
Broadcast Live on KHBX FM 99.3 Radio  
and Available via Livestream at [www.hobbsnm.org](http://www.hobbsnm.org)*

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the August 5, 2019, Regular Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Recognition of City Employees - Milestone Service Awards for August, 2019 (*Manny Gomez, Acting City Manager*)
  - ▶ 5 years - Troy Brackeen, Hobbs Police Department
  - ▶ 5 years - Brian Burke, Hobbs Police Department
  - ▶ 5 years - Ward Harrington, Hobbs Police Department
  - ▶ 5 years - Tammy Morales, Motor Vehicle Department
  - ▶ 10 years - Mark Doporto, Hobbs Fire Department

3. Promotion of Fire Captain Joseph Vasquez to Battalion Chief, Hobbs Fire Department (*Barry Young, Assistant Fire Chief*)
4. Presentation of Plaque of Appreciation to Honorable Municipal Court Judge Benjamin Harrison (*Manny Gomez, Acting City Manager*)

**PUBLIC COMMENTS** (*Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.*)

**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.*)

5. Resolution No. 6833 - Authorizing the City Manager to Enter Into a Contract with the Non-Metro Area Agency on Aging to Provide Meal Services for the Hobbs Senior Center for Funding Up to \$98,456.75 (*Doug McDaniel, Parks and Recreation Director, and Angela Courter, Senior Affairs Coordinator*)

## **DISCUSSION**

**ACTION ITEMS** (Ordinances, Resolutions, Public Hearings)

6. Resolution No. 6834 - Approving the FY 2021-2025 Infrastructure Capital Improvements Plan (ICIP) (*Kevin Robinson, Planning Department*)
7. Resolution No. 6835 - Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Planning Department*)
8. Resolution No. 6836 - Approving a Development Agreement with Property Management Plus, LLC, Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Planning Department*)
9. Consideration of Approval of Bid No. 1576-20 for Annual Pavement and Concrete Work and Recommendation to Accept the Bid of Ramirez & Sons, Inc., for the Unit Price of \$7,481.08 (*Todd Randall, City Engineer*)
10. Resolution No. 6837 - Authorizing a Grant Agreement with the New Mexico Department of Transportation for a Legislative Capital Appropriation Project in the Amount of \$500,000.00 for Improvements on West Bender Blvd. (*Todd Randall, City Engineer*)

11. Resolution No. 6838 - Authorizing a CES Contract with Molzen-Corbin, Inc., for Professional Engineering Services for Design of Water and Sewer Along US 62-180 (Carlsbad Highway) to the Lea County Airport (*Todd Randall, City Engineer*)
12. Consideration of Approval to Purchase Replacement Network Cabling and Equipment for the Hobbs Police Department and EAGLE I.C. Utilizing CES Contract with IT Connect, Inc., in the Amount of \$433,090.05 (*Brian Dunlap, Acting Police Chief*)
13. Resolution No. 6839 - Authorizing a Grant Agreement with the State of New Mexico Environment Department, Capital Appropriation Re-Authorization in the Amount of \$200,000.00 for the Hobbs Aerobic Digester Facility Replacement Project (*Tim Woomer, Utilities Director*)
14. Consideration of Approval to Purchase 2,000 Residential Water Meters from Water Meters of New Mexico, LLC, Utilizing New Mexico State Contract Price Agreement #60-000-15-000030 in the Amount of \$360,900.00 (*Tim Woomer, Utilities Director*)
15. Resolution No. 6840 - Authorizing Submission of a Grant Application to the New Mexico Department of Transportation to Provide Funding for Public Transportation for FY 20-21 Under Section 5311 of the Federal Transit Act (*Jan Fletcher, City Clerk*)

#### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

16. Next Meeting Date:
  - ▶ City Commission Regular Meeting  
**\*\*Tuesday, September 3, 2019, at 6:00 p.m.**  
(changed due to the Labor Day Holiday)

#### **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019

**SUBJECT:** City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: August 14, 2019  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of August 5, 2019

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
Finance Department

N/A

**Attachments:**

Minutes as referenced under "Summary".

**Legal Review:**

Approved As To Form: \_\_\_\_\_  
City Attorney

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director  
  
\_\_\_\_\_  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 5, 2019, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> 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 Christopher Mills  
Commissioner Patricia A. Taylor  
Commissioner Joseph D. Calderón  
Commissioner Dwayne Penick  
Commissioner Don Gerth

Also present: Manny Gomez, Acting City Manager/Fire Chief  
Efren Cortez, City Attorney  
Brian Dunlap, Acting Police Chief  
Brandon Roberts, Fire Inspector  
Todd Randall, City Engineer  
Kevin Robinson, Development Director  
Doug McDaniel, Parks and Recreation Director  
Bryan Wagner, Parks and Open Spaces Director  
Matt Hughes, Rockwind Community Links Superintendent  
Nicholas Goulet, Human Resources Director  
Toby Spears, Finance Director  
Tim Woomer, Utilities Director  
Shannon Arguello, Municipal Court Administrator  
Raymond Bonilla, Community Services Director  
Ron Roberts, Information Technology Director  
Sandy Farrell, Library Director  
Ann Betzen, Risk Manager/Executive Assistant  
Sandra Boltshauser, Clerk Record Specialist  
Mollie Maldonado, Deputy City Clerk  
17 citizens

**Invocation and Pledge of Allegiance**

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

**Approval of Minutes**

Commissioner Calderón moved that the minutes of the regular meeting held on July 15, 2019, be approved as presented. Commissioner Taylor seconded the motion

and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

### **Proclamations and Awards of Merit**

#### **Recognition of Donation by Chevron U.S.A. to the City of Hobbs.**

Mayor Cobb recognized Chevron U.S.A. for its donation of \$10,000.00 representing its support to City community programs. He stated the funds will be utilized wisely by the City.

### **Public Comments**

There were no public comments.

### **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 Calderón moved for approval of the following Consent Agenda Item(s):

**Resolution No. 6828 - Appointing a Voting Delegate and Alternate Delegate for the Annual New Mexico Municipal League Conference.**

**Resolution No. 6829 - Authorizing Out of State Travel for Elected Officials to Attend the 2<sup>nd</sup> Annual Regional State Leadership Day on September 12, 2019, at the White House, Washington, DC.**

**Resolution No. 6830 - Authorizing the Removal of Accounts Receivable for Water, Garbage and Sewer Services in the Amount of \$23,208.70 that have been Determined to be Uncollectable for the Period of July 2014 through June 2015.**

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

## **Discussion**

### **Discussion and Prioritization of the Top 10 Projects for the FY 2021-2025 Infrastructure Capital Improvements Plan (ICIP).**

Mr. Todd Randall, City Engineer, and Mr. Kevin Robinson, Development Director, explained the Top 10 Projects for the FY 2021-2025 Infrastructure Capital Improvements Plan (ICIP). Mr. Robinson stated the City of Hobbs Planning Board selected their Top 10 ICIP projects at a public meeting held on July 31, 2019. He stated the City Commission is requested to discuss and individually rank the Planning Board's selection to establish the Top 5 Projects for inclusion within the Plan. Mr. Robinson stated each Commissioner is being asked to assign a ranking to each project as recommended by the Planning Board of one through 10 with one being the most important project for the community. He stated each Commissioner's rankings will be tallied during the public meeting on August 19, 2019, and the results determining the Top 5 Projects will be included in the resolution adopting the 2021-2025 ICIP. Mr. Robinson stated the adopted resolution will be submitted to New Mexico Department Finance Authority in September, 2019. He stated the last year's Top 5 Projects were as follows:

1. WWRF Aerobic Digester Renovation
2. Sewer Main Replacement Program
3. Citywide Wireless Internet
4. Community Housing Projects
5. Drainage Master Plan

Mr. Randall presented a PowerPoint and explained in detail the Planning Board's Top 10 Recommendations as follows:

1. Sewer Main Replacement - Joe Harvey Median/ Basin Renovations
2. Community Housing Projects
3. Aerial Class A Pumper
4. West Bender Widening Project & Drainage
5. West Hobbs Industrial Park
6. Ambulance
7. West College Lane Realignment
8. Street Resurfacing
9. HIAP Sewer Extension (Utilities on Arterial)
10. Drainage Master Plan

The Commission discussed the Joe Harvey drainage ditches, turning lanes, reduction of residential and business insurance rates by purchasing an Aerial Class A Pumper and the construction of a South Bypass.



Mr. Efren Cortez, City Attorney, confirmed the Commission will do a live tally ranking on the Top 10 Projects for the FY 2021-2025 ICIP.

**Action Items**

**Consideration of Approval of Bid No. 1575-19 for the Purchase of an Articulated Telescopic Aerial Lift (Bucket Truck) and Recommendation to Accept the Bid of Utility Crane & Equipment, Inc., for the Total Price of \$122,563.00.**

Mr. Randall explained the bid and stated the City of Hobbs has budgeted for the purchase of an Articulated Telescopic Aerial Lift Bucket Truck to replace the existing 2009 Bucket Truck with over 90,000 to 150,000 miles based on 2,700 engine hours being used by the Traffic Department. He stated the Traffic Department presently uses the Bucket Truck to service and maintain City owned street lights, traffic signal lights and overhead signs. Mr. Randall stated the existing bucket truck has both mechanical and safety issues that need to be addressed. He stated the new bucket truck will have additional safety features which includes a Jib and Wench to assist in the lifting of traffic lights and signs along with additional strobes and safety lighting to increase visibility to the public. Mr. Randall stated the current bucket truck would be transferred to the City of Hobbs Building and Maintenance electricians after repairs are made and the unit passes inspection. In addition, the current bucket truck will serve as back-up for the Traffic and Parks Departments. He stated bids were sent to five vendors in and two bids were received. Mr. Randall stated the Traffic Department has budgeted \$125,200.00 for a new Aerial device. He added the cost for the equipment plus added options, delivery and training provided will be in the amount of \$122,563.00. Mr. Randall stated the estimated service life is 10 years plus.

Mr. Les Velasquez, Traffic Supervisor, stated the new bucket truck has a bigger bucket than the current truck. He stated the new unit will better assist the Traffic Department.

There being no further discussion, Commissioner Newman moved to approve the bid to Utility Crane & Equipment, Inc., for the purchase of an Articulated Telescopic Aerial Lift Bucket Truck in the amount of \$122,563.00 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

**Resolution No. 6831 - Approving a Development Agreement with VIA Real Estate, LLC, Concerning Installation of Public Infrastructures Serving Property Located Northwest of Snyder and Marland Blvd.**

Mr. Robinson explained the development agreement and stated the City of Hobbs is proposing to enter into a development agreement with VIA Real Estate, LLC, concerning the installation of public infrastructures. He stated the development of property, per Hobbs Municipal Code Chapter 16.12.040, requires that the permit application must contain plans for the complete construction of all of the required improvements within the abutting right-of-way to the property, including City utilities, paved streets, sidewalks, curbing, and traffic signals if applicable. Mr. Robinson stated the agreement is concerning the development of public infrastructures serving property located northwest of Snyder, a designated Major Collector, and North Marland Boulevard, a designated Major Arterial Roadway. He stated the agreement requires the Developer to construct all of the required public infrastructures in lieu of a fair share assessment. Mr. Robinson explained that the extension of the public infrastructures adjacent to the northern property boundary, being a 6" waterline terminating in a fire hydrant, shall be subject to fair share reimbursement of one half of the actual cost or \$5,700.00 whichever is less. He stated the Developer shall submit to the City a stamped plan set for the entirety of the public infrastructures and after receipt of the Engineer of Records Certification Letter as to installation, the municipality shall reimburse the Developer the fair share cost of the northern fire line being 50% of the approved Engineer of Records certified invoices or \$5,700.00 whichever is less. The City of Hobbs Planning Board recommended approval of the development agreement at the special meeting held on July 31, 2019. Mr. Robinson stated a building permit has been issued for a new retail vendor.

There being no discussion, Commissioner Penick moved to approve Resolution No. 6831 as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 6832 - Approving a Development Agreement with Retail Southwest Development, LLC, Concerning the Installation of Public Infrastructures Related to the Projection of Magnolia Drive.

Mr. Robinson explained the development agreement and stated the City of Hobbs is proposing to enter into a development agreement with Retail Southwest Development, LLC, concerning the installation of public infrastructures. He stated the development of property requires that the permit application must contain plans for the complete construction of all of the required improvements within the abutting right-of-way to the property, including City utilities, paved streets, sidewalks, curbing, and traffic signals if applicable. Mr. Robinson stated the agreement relates to the projection of Magnolia being a designated as a Major Collector. He stated the development agreement requires the municipality to design and produce construction plans for the projection of Magnolia and Developer shall share the cost 50/50 for the pro-rata portion within the development area. Mr. Robinson stated the Developer shall submit to the municipality written certification from the Engineer of Record as to compliance of all installed public

infrastructure and, thereafter, the municipality shall reimburse the Developer an amount equal to one half of the actual cost of all approved invoices for the municipal infrastructure improvements not to exceed \$207.00 per center line lineal footage of the installed public roadway. He stated the Planning Board recommended approval of the development agreement at the special meeting held on July 31, 2019.

Mr. Josh Skarsgard with Retail Southwest Development, telephonically stated the proposed development consists of 11 acres which will include retail and hotel businesses.

There being no further discussion, Commissioner Mills moved to approve Resolution No. 6832 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and development agreement are attached and made a part of these minutes.

#### **Comments by City Commissioners, City Manager**

Mayor Cobb stated the next regular Commission meeting will be held August 19, 2019.

Acting City Manager/Fire Chief Manny Gomez thanked the community for its patience regarding the resurfacing of nine miles of City streets. He stated the vendor will return in the near future to repair the damaged curbs. He also thanked the Street Department staff for doing a great job.

Acting City Manager/Fire Chief Gomez thanked Mr. Ron Roberts, IT Director, for a state of the art new voting module and the new electronic layout in the Commission Chamber.

Acting City Manager/Fire Chief Gomez reminded everyone that school starts on Tuesday, August 13, 2019, and to be cautious of safety in the school zone areas.

Mr. Velasquez stated the school zone striping will be done this week and the street striping will be done the following week.

Commissioner Mills encouraged the community to attend the Fire Fighter Combat Challenge to be held in Hobbs August 9-11, 2019.

Commissioner Mills stated the Permian Basin has been named the largest area of daily oil and gas production on the planet. He stated the State of New Mexico needs to invest in our highway roads for the safety of the oilfield industry as it is overcrowded.

Commissioner Taylor stated the City needs to invest in the Southeast Bypass which will assist in diverting the overcrowded oilfield traffic.

Commissioner Penick reminded the community to be good neighbors by mowing their lawns, controlling their weeds and picking up their trash.

Commissioner Newman stated the current traffic problem is not due to the roads but disrespectful drivers. He continued to state the Eagle Park parking issue is the fault of irresponsible parents.

Mayor Cobb acknowledged the Economic Development Corporation (EDC) staff present in the audience. He announced that United Airlines flight service to Denver, Colorado, will start on October 27, 2019. Mayor Cobb expressed appreciation to the EDC for its partnership in the community.

**Adjournment**

There being no further business or comments, Commissioner Penick moved that the meeting adjourn. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:54 p.m.

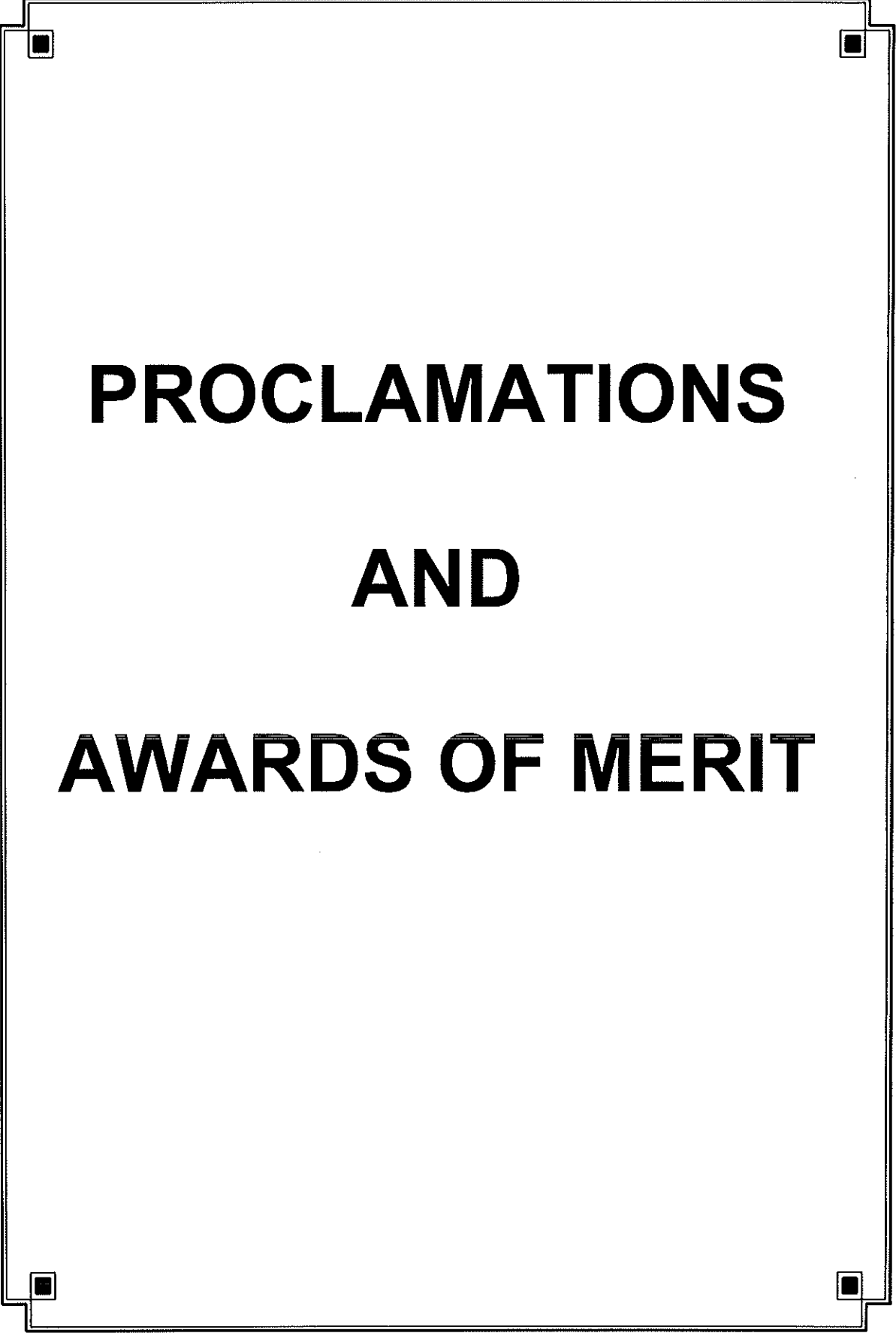
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JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

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JAN FLETCHER, City Clerk



**PROCLAMATIONS**

**AND**

**AWARDS OF MERIT**

## **August Milestones**

### **5 years**

Troy Brackeen	HPD	08/04/2014
Brian Burke	HPD	08/06/2014
Ward Harrington	HPD	08/20/2014
Tammy Morales	MVD	08/05/2014

### **10 years**

Mark Doportto	HFD	08/03/2009
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# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019

**SUBJECT:** RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING  
**DEPT. OF ORIGIN:** Parks and Recreation/Senior Affairs  
**DATE SUBMITTED:** August 13, 2019  
**SUBMITTED BY:** Doug McDaniel, Parks and Recreation Director  
Angela Courter, Senior Affairs Coordinator

**Summary:**

The City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging. The Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$98,456.75. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services for senior citizens that are provided by the Hobbs Senior Center.

**Fiscal Impact:**

Reviewed by:   
Finance Department

There is a potential of receiving up to \$98,456.75 from this contract.

**Attachments:** Resolution, Contract with Non-Metro Area Agency on Aging, Assurances, Certification for Contracts, Certification Regarding Lobbying, Commitment of Local Funds

**Legal Review:**

Approved As To Form:

  
City Attorney

**Recommendation:**

Staff recommends approval of the Resolution to authorize the City Manager to enter into a contract with the Non-Metro Area Agency on Aging.

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. \_\_\_\_\_



CITY OF HOBBS

RESOLUTION NO. 6833

**A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO A CONTRACT WITH THE NEW MEXICO NON- METRO AREA AGENCY ON AGING**

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging; and

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center up to \$98,456.75 to provide meal services for our senior citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Resolution and any contract to provide a commitment of local funding to the senior citizens program as a result of receiving a grant from the New Mexico Non-Metro Area Agency on Aging.

PASSED, ADOPTED AND APPROVED this 19th day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK



**Commitment of Local Funds**

My name is Manuel R. Gomez and I have the authority to represent the City/County  
Of Hobbs as it relates to the contents of this document.

For Fiscal Year 2019/2020 we are committed to contribute a total of  
\$141,453.08 to the City of Hobbs Senior Citizens Program.

This contribution is non-in kind resources.

If for any reason this commitment is not able to be met the City/County of  
Hobbs will submit a letter of justification.

\_\_\_\_\_/Acting City Manager  
Manuel R. Gomez  
Signature/Title

\_\_\_\_\_  
Date

Local government or municipality willing to serve as fiscal agent for capital outlay projects.

**Program/Vendor Information**  
(To be completed by Program)

Identify Local Funds by Individual Service(s) Purchased

Service(s)	Amount of Local Funds
Congregate	\$61,888.58
Home Delivered	\$79,564.50



North Central New Mexico  
Economic Development District  
Non-Metro Area Agency on Aging  
3900 Paseo Del Sol Santa Fe, New Mexico 87507  
505.395.2668 Toll Free 866.699.4627 [www.ncnmedd.com](http://www.ncnmedd.com)



July 10, 2019

Email Correspondence

To: Non-Metro AAA DPS Vendors

From: Marcia Medina, Community Services Director *MM*  
Non-Metro Area Agency on Aging

Re: FY20 DPS Vendor Agreement

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Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 (OAA) as amended and, as provided by the New Mexico Aging and Long-Term Services Department, has attached the Direct Purchase of Services Vendor Agreement for the program period July 1, 2019 through June 30, 2020.

Upon review of the detail in this Direct Purchase of Services Agreement, the individual signing this Agreement on behalf of the Vendor warrants that he or she has the power and authority to bind the vendor into a binding contract with NCNMBDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2019.

Once you have signed the Vendor Agreement please send the scanned signed pages to the attention of Deidre Sandoval [dsandoval@ncnmedd.com](mailto:dsandoval@ncnmedd.com) and copy me [marciam@ncnmedd.com](mailto:marciam@ncnmedd.com) electronically.

If you have any questions, please call 505-216-2103 or 505-395-2675.

Attachments:

- DPS Vendor Agreement
- Summary of Budget Revenues (SBR)

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**DIRECT PURCHASE OF SERVICES  
VENDOR AGREEMENT**

City of Hobbs Senior Center hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2019, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

**1. SCOPE OF SERVICES.**

A. **Services.** The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

- Congregate Meals
- Home Delivered Meals
- Homemaker/Housekeeping
- Adult Day Care
- Respite
- Transportation
- Assisted Transportation
- Other Health Promotion Activities (Non IID)
  - Health Education/Training
  - Health Screening
  - Health Physical Fitness/Exercise
  - Chore Services
  - Case Management
- IID Evidenced-Based
  - EB-Enhance Fitness
  - EB- Manage Your Chronic Disease (My CD)
  - EB-A Matter of Balance
  - EB-Tai Chi
- III Family Caregiver Support Program

Service Definitions:

**Congregate Meals** – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

**Home Delivered Meals** – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

**Homemaker/Housekeeping** – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

**Adult Day Care** – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

**Respite** – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

**Transportation** – Taking an older person from one location to another. This does not include any other activity. **Demand/Response** – transportation designed to carry older persons from specific origin to specific destination upon request.

**Assisted Transportation** – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

**Other Health Promotion Activities (Non IID)**– This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics’ Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

**Health Education/Training** – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

**Health Screening** – Pre-nursing home admission screening and/or routine health screening.

**Physical Fitness/Exercise** – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

**Title IID Evidence Based** – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IID funds will only be able to be used on health promotion programs that meet the highest level criteria. .

**Highest-level Criteria** – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

**Or**

Existing evidence-based programs currently offered in New Mexico include:

**Enhance Fitness**- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

**A Matter of Balance**- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home, exercise to increase strength

**Manage Your Chronic Disease (My CD)**- Designed to help people gain self-confidence in their ability to manage the symptoms their Chronic Disease and how they affect their lives.

**Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)**

**Chore** – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

**Case Management** - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating

and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

**III E Family Caregiver Support Program - Services for family caregivers and grandparent caregivers.** The following are the allowable service categories:

**Information Services** - Information about available services (e.g. public education, participation at health fairs, etc);

**Access Assistance** - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

**Counseling** - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

**Respite Care** - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.

**Supplemental Services** – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes III E)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based (Title III D)	
Enhance Fitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Tai Chi	participant hour
Health Promotion (Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour

III E Access Assistance	One Contact
III E Counseling	One Session per Participant
III E Information Services	One Activity
III E Supplemental Services	One Distribution Event

**Service Area: City of Hobbs**

**Targeting:** Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

**B. Payment for Services.** For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$ 98,456.75. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ 0 from Title III-B of the OAA;
2. \$ 21,044.00 from Title III-C1 of the OAA;
3. \$ 9,097.00 from Title III-C2 of the OAA;
4. \$ 0 from Title III-D of the OAA;
5. \$ 0 from Title III-E of the OAA; and
6. \$ 68,315.75 from the NMGAA-State/HB-2



C. Services and Reimbursement Methodology:

Service	Total Unit Cost (II,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons Served
Congregate Meals	\$ 10.67950	\$ 3.68669	15500	400
Home Delivered Meals	\$ 7.89146	\$ 2.01400	20513	185
Transportation	\$ 0	\$ 0	0	0
Assisted Transportation	\$ 0	\$ 0	0	0
Case Management	\$ 0	\$ 0	0	0
Adult Day Care	\$ 0	\$ 0	0	0
Chore Services	\$ 0	\$ 0	0	0
Homemaker/Housekeeping	\$ 0	\$ 0	0	0
Physical Fitness/ Exercise/HealthScreening	\$ 0	\$ 0	0	0
EB-Health Education Training	\$ 0	\$ 0	0	0
NFCSP - Family Caregivers: Elderly				
CG -- Respite Care In-Home	\$ 0	\$ 0	0	0
CG -- Respite Elder Respite - Adult Day Care	\$ 0	\$ 0	0	0
CG -- Respite Elder Care - Vouchers	\$ 0	\$ 0	0	0
CG - Elder Respite Care -Counseling	\$ 0	\$ 0		
CG - Respite - Information Services	\$ 0	\$ 0	0	0
CG - Respite - Supplemental Services	\$ 0	\$ 0	0	0
NFCSP -- Family Caregivers: Grandchildren				
GRGC Respite Vouchers	\$ 0	\$ 0	0	0
GRGC Respite In Home	\$ 0	\$ 0	0	0
GP Counselling	\$ 0	\$ 0	0	0

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

## 2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5<sup>th</sup>) day of each month following the last day of the month in which services were provided. If the fifth (5<sup>th</sup>) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.

7. Maintain communication and correspondence concerning clients' status with the Agency.
  8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
  9. Submit timely and accurate information necessary for reimbursement.
    - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
    - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15<sup>th</sup> working day of the month following the end of the quarter.
  10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
  11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
  12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
- B. Through Direct Purchase of Service, the Agency agrees to:
1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
  2. Maintain communication and correspondence concerning clients' status.
  3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
  4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
  5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
  6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
  7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
  8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.

9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. **ASSURANCES.**

- A. *Americans with Disabilities Act of 1990 –*  
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*  
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*  
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*  
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*  
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit*  
The Vendor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2019 through June 30, 2020. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:
  1. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted

by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR

2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Vendor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

- G. *Equal Opportunity Compliance.*  
The Vendor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.
- H. *Compliance with Aging and Long-Term Services Department Functions.*  
The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.
- I. *Non-Discrimination Service Delivery.*  
The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

**4. TERM.**

This Agreement shall begin on July 1, 2019 and terminate on June 30, 2020, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

**5. TERMINATION.**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers,

employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

**6. BREACH OF AGREEMENT BY VENDOR.**

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor

shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

**7. APPROPRIATIONS.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**8. STATUS OF VENDOR.**

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

**9. ASSIGNMENT.**

The Vendor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.



**10. SUBCONTRACTING.**

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

**11. RELEASE.**

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

**12. CONFIDENTIALITY.**

Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting

the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

**13. PRODUCT OF SERVICE - COPYRIGHT.**

All materials developed or acquired, by the Vendor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Vendor.

**14. CONFLICT OF INTEREST.**

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**15. AMENDMENT.**

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

**16. MERGER.**

This Agreement incorporates all the 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 written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. PENALTIES.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**18. APPLICABLE LAW.**

The laws of the State of New Mexico shall govern this Agreement.

**19. WORKERS COMPENSATION.**

The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**20. RECORDS AND FINANCIAL AUDIT.**

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**21. INDEMNIFICATION.**

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

**22. INTERNAL DISPUTE MEDIATION.**

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and

the Vendor hereby agrees to be bound by said resolution.

5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**23. PARTICIPANT GRIEVANCE.**

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**24. KEY PERSONNEL.**

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

**25. INVALID TERM OR CONDITION.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**26. ENFORCEMENT OF AGREEMENT.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. NOTICES.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**AGENCY:**

NCNMEDD  
Attn: Marcia A. Medina  
3900 Paseo Del Sol  
Santa Fe, NM 87507

**VENDOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**28. INSURANCE.**

The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

**29. AUTHORITY.**

The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

**30. SIGNATURES.**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2019.

<p>_____</p> <p style="text-align: center;"><i>Legal Name of Vendor</i></p> <p>_____</p> <p style="text-align: center;"><i>Signature</i></p> <p>_____</p> <p style="text-align: center;"><i>Printed/Typed Name of Signatory</i></p> <p>_____</p> <p style="text-align: center;"><i>Date</i></p>	<p>NCNMEDD  <u>Non-Metro Area Agency on Aging</u>  <i>Name of Area Agency on Aging</i></p> <p style="text-align: center;"><i>Monica Abeita</i></p> <p style="text-align: center;">_____  <i>Signature</i></p> <p style="text-align: center;"><u>Monica Abeita, Executive Director</u>  <i>Printed/Typed Name of Signatory</i></p> <p style="text-align: center;">7-10-19</p> <p style="text-align: center;">_____  <i>Date</i></p>
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Non-Metro Area Agency on Aging  
 Summary of Budgeted Revenues (SBR)  
 Fiscal Year: 07/01/2019- 06/30/2020  
 Date: 7/1/2019

Contractor: City of Hobbs Senior Center

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/ Exercise/Health Screening	ES-Health Education Training	Elder Receipts - In Home	Elder Receipts - Adult Day Care	Elder Receipts Care - Vouchers	CRCC Receipts Vouchers	CRCC Receipts In Home	CP Counseling	Elder Receipts Care - Counseling	Receipts - Information Services	Receipts - Supplemental Services	TOTAL
Federal Title III			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												\$ -
Federal Title III-C1	\$ 21,044.00																			\$ 21,044.00
Federal Title III-C2		\$ 9,067.00																		\$ 9,067.00
Federal Title III-D																				\$ -
Federal Title III-E																				\$ -
NSP	\$ -	\$ -																		\$ -
State	\$ 26,099.65	\$ 32,218.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,317.75
Local Cash (City/County/Town)	\$ 81,688.26	\$ 79,364.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,052.46
Rent/Leasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Grants/Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Funded Senior Empl. Prog	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In-Kind	\$ 18,500.00	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,500.00
Program Income:																				
Transportation			\$ -	\$ -																\$ -
Housekeeping							\$ -													\$ -
Adult Day Care						\$ -														\$ -
Congregate Meals Donations	\$ 30,000.00																			\$ 30,000.00
Home Delivered Donations		\$ 18,000.00																		\$ 18,000.00
Other (Specify)																				\$ -
Total Program Income	\$ 26,099.65	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,099.65
<b>TOTAL:</b>	<b>\$ 145,832.22</b>	<b>\$ 141,877.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 287,709.62</b>
Projected Units	18,800	20,913																		
Total Cost of Service (CAS)	\$ 18,87850	\$ 7,89148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost of Service w/o In-Kind	\$ 8,51488	\$ 6,77022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost w/o In-Kind/NSP	\$ 8,51488	\$ 6,77022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Funding %																				
Federal III	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal III-C1	12.71%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal III-C2	0.00%	12.71%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal III-D	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal III-E	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal NSP	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
State	21.80%	18.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Local Cash (City/County/Town)	57.38%	56.15%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Program Income	18.12%	11.12%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Foundations	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other Grants/Foundations	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
State Funded Senior Empl. Prog	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
In-Kind	12.89%	16.39%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total %	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
QAA Title III Contract Cost (Fid/20)																				
Federal Title III	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal III-C1	\$ 1,577.6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal III-C2	\$ -	\$ 4,425.3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal III-D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal III-E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State	\$ 2,520.0	\$ 1,970.2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Federal & State	\$ 4,097.6	\$ 6,395.5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Under Cap Rate																				
Under Cap Rate																				
CR Total Revenue (In-Kind)	\$ 145,832.22	\$ 141,877.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBE Budget	\$ 237,124.70	\$ 212,796.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount over/under	\$ (91,292.48)	\$ (70,918.73)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

# **Assurances**

## **Listing of Area Plan Assurances and Required Activities Older Americans Act, As Amended**

### **GENERAL ASSURANCES**

The area agency on aging, and its contractors, will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The area agency on aging, and its contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

The area agency on aging, and its contractors, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual preference in administering programs or providing services.

The area agency on aging, and its contractors will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are made accessible to individuals with disabilities.

The area agency on aging, and its contractors, will comply with all applicable state and local laws, rules and regulations. The area agency on aging, and its contractors, will comply with all policies and guidelines issued by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

The area agency on aging will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The area agency may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The area agency on aging, and its contractors, will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and elders will be actively recruited for all available positions.

The area agency on aging will assure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The area agency on aging will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The area agency on aging will assure that funds received under Title-III will be used only to pay costs incurred by the area agency to implement Title-III.

The area agency on aging will assure that it will list its telephone number in each telephone directory that is published by the provider of local telephone service for residents in any geographic area that lies in whole or in part in the planning and service area(s) administered by the area agency.

The area agency on aging will assure that its nutrition contractors offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The area agency on aging will assure that its nutrition services contractors will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The area agency on aging will assure that contractors providing services will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being;
- the right to participate in planning or providing input regarding services provided;
- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance;
- the right to confidentiality of records relating to services provided.

## **ORGANIZATION**

The area agency will, through a comprehensive and coordinated system, provide for supportive services, nutrition services and the establishment, construction and maintenance of senior centers within the planning & service area(s) administered by the area agency. The area agency will determine the extent of need for supportive services, nutrition services and senior centers within the planning & service area(s).

The area agency will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders and individuals at risk of institutional placement.

The area agency will evaluate the effectiveness of the use of resources in meeting needs, including the efforts of voluntary organizations in the community, and will enter into agreements with providers of supportive services, nutrition services, and senior center services to meet identified needs.

The area agency will serve as an advocate and focal point for older individuals within the planning and service area(s), in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

The area agency will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing, through the area agency or its contract providers, evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The area agency will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The area agency will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities conducting programs within the planning and service area(s) administered by the area agency, with entities conducting other federal programs for older individuals and with the state-designated mental health authority.

The area agency will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The area agency will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The area agency will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, area agency or contract provider programs; family caregivers of such individuals; service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the area agency on all matters related to the development of the area plan, administration of the plan and programs and operations conducted.

The area agency will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity in order to meet the following needs of older individuals, including, but not limited to:

- health & human services;
- transportation;
- housing;
- land use;
- workforce & economic development;
- civic engagement;
- education;
- recreation;
- public safety;
- emergency preparedness.

The area agency will demonstrate the ability to develop an area plan and to administer, directly or through contractual or other arrangements, programs and services within the planning and service area(s) in accordance with the plan.

The area agency will assure that no officer, employee, or other representative of the area agency is subject to a conflict of interest prohibited under the Older Americans Act; and that mechanisms are in place to identify and remove conflicts of interest should they so occur.

## **AREA PLANS**

The area agency on aging will assure that it will develop and submit to the Aging & Long-Term Services Department for approval, in accordance with a uniform format developed by the Department, an area plan meeting the requirements of the Older Americans Act.



The area agency on aging agency will assure that an adequate proportion of the amount allotted under Title-IIIB to the planning and service area(s), as required under the Older Americans Act, will be expended for the delivery of services in each of the following categories:

- services associated with access to services (transportation, health & mental health services, outreach, information and assistance, benefits counseling and case management);
- in-home services, including supportive services for families of older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction; and
- legal assistance.

The area agency on aging agency will assure that it will report annually to the Aging & Long-Term Services Department the amount of funds expended for each such category during the fiscal year most recently concluded.

The area agency on aging agency will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the area plan.

The area agency on aging agency will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The area agency on aging agency will assure that it will maintain the integrity and public purpose of services provided and service providers, in all contractual and commercial relationships.

The area agency on aging agency will assure that it will include in each agreement made with a provider of any service under this title, a requirement that such provider will:

- specify how the provider intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the provider;
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area(s);
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the area agency on aging met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging agency will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas;
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with severe disabilities;
- older individuals with limited English proficiency;
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement;

and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The area agency on aging will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the planning and service area, assure that the area agency on aging will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the area agency on aging will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the planning and service area(s).

The area agency on aging agency will assure that it will disclose to the Assistant Secretary of the federal Administration on Aging and to the NM Aging & Long-Term Services Department:

- the identity of each non-governmental entity with which such area agency has a contract or commercial relationship relating to providing any service to older individuals; and
- the nature of such contract or such relationship.

The area agency on aging will assure that a loss or diminution in the quantity or quality of services provided, or to be provided, has not resulted, and will not result, from such non-governmental contract(s) or such commercial relationship(s). The area agency on aging will assure that the quantity or quality of services to be provided will be enhanced as a result of such non-governmental contracts or commercial relationships. The area agency will assure that will it conduct periodic evaluations of contract providers, including evaluations of the effectiveness of services provided to individuals.

The area agency on aging agency will assure that it will, at the request of the Assistant Secretary of the federal Administration on Aging or the NM Aging & Long-Term Services Department, for the purpose of monitoring compliance (including conducting an audit), disclose all sources and expenditures of funds such area agency receives or expends to provide services to older individuals.

The area agency on aging will assure that if case management services are offered, the area agency will comply with all requirements specified in the Older Americans Act.

The area agency will assure that, if a substantial number of the older individuals residing in its planning and service area(s) are of limited English proficiency, then the area agency will:

- Utilize in the delivery of outreach services, workers who are fluent in the language(s) spoken by the individuals who are of limited English proficiency.
- Designate an individual employed by the area agency, or available to the area agency, whose responsibilities include:
  - taking such action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English proficiency in order to assist them in participating in programs and receiving assistance; and
  - providing guidance to individuals engaged in the delivery of supportive services to enable such individuals to be aware of and sensitive to linguistic and cultural diversity.

### **ADDITIONAL REQUIREMENTS**

The area agency on aging will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities in regard to policy development and the delivery of services and programs.

The area agency will assure that it will:

- afford an opportunity for a public hearing upon request, in accordance with published procedures, to any provider of, or applicant to provide, services;
- establish grievance procedures required by the Older Americans Act for individuals who are dissatisfied with or denied services; and,
- afford an opportunity for a hearing, upon request, by a provider of (or applicant to provide) services, or by any recipient of services regarding any waiver request.

The area agency will assure that it will prepare and submit reports, in such form, and containing such information, as the Aging & Long-Term Services Department may require, and comply with such requirements as the Department may impose to insure the correctness of such reports.

The area agency will assure that no supportive services, nutrition services, or in-home services are directly provided by the area agency, unless, in the judgment of the Aging & Long-Term Services Department:

- provision of such services by the area agency is necessary to assure an adequate supply of such services;
- such services are directly related to the area agency's administrative functions; or
- such services can be provided more economically, and with comparable quality, by such area agency on aging.

\_\_\_\_\_  
Signature and Title of Authorized Official  
Manuel R. Gomez

\_\_\_\_\_  
Date

**Certification Regarding Debarment, Suspension,  
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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City of Hobbs Senior Center	New Mexico
Organization	State

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	Acting City Manager	
Authorized Signature	Title	Date

Manuel R. Gomez

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Printed Name of Authorized Signatory

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Hobbs Senior Center

New Mexico

Organization

State

Acting City Manager

Authorized Signature

Title

Date

Manuel R. Gomez



# **ACTION ITEMS**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019

SUBJECT: A RESOLUTION APPROVING THE FY 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 12, 2019
SUBMITTED BY: Manny Gomez - Acting City Manager

Summary: The Fiscal Year 2021-2025 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved at the July 31, 2019 Special Meeting of the City of Hobbs Planning Board. After review the Board recommended approval by City Commission with unanimous approval.

The City Commission discussed the ICIP during the August 9, 2019 regular meeting. Last year (per Resolution # 6708), the Top 5 Projects were: #1 WWRF Aerobic Digester Renovation; #2 Sewer Main Replacement Program; #3 Citywide Wireless Internet; #4 Community Housing Projects; and #5 Drainage Master Plan. The top 5 ICIP priority projects for this year are to be determined during public discussion prior to adoption.

Fiscal Impact:

Reviewed By:

[Signature]

Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects.

Attachments: Resolution, Top 5 Selection, Draft ICIP Plan, Planning Board Minutes.

Legal Review:

Approved As To Form:

[Signature]

City Attorney

Recommendation:

Staff recommends approval of the ICIP Plan.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6834

**A RESOLUTION APPROVING THE FISCAL YEAR 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).**

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on July 31, 2019, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**Fiscal Year 2021 – 2025  
Local Infrastructure  
Capital Improvement Plan  
(ICIP)**



*City of Hobbs*

**MAYOR**

**Sam D. Cobb**

**CITY COMMISSION**

**Joseph D. Calderón, Mayor Pro Tem**

**Marshall Newman**

**Christopher Mills**

**Patricia A. Taylor**

**Roy Dwayne Penick**

**Don R. Gerth**

**CITY MANAGER**

**Manny Gomez**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019

**SUBJECT:** CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT, INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: August 12, 2019  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** Lemke Development, Inc. has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$80,000.00.

**Fiscal Impact:**

FY20 Budget Available \$1,433,680.00  
Affordable Housing #010100-44901-170

Reviewed By: \_\_\_\_\_

  
Finance Department

**Attachments:** Resolution and Development Agreement.

**Legal Review:**

Approved As To Form: \_\_\_\_\_

  
City Attorney

**Recommendation:**

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By: \_\_\_\_\_

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6835

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT, INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Lemke Development, Inc. concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this \_\_\_\_ day of August 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

\*\* The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

\*\* Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 180 days of the date of this agreement, within the Municipal Boundaries.

\*\* Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

**NOW, THEREFORE**, the City of Hobbs and Developer do hereby agree as follows:

#### **A. Work To Be Performed.**

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after the date of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
  - i. \$10.00 per sq. ft. north of Sanger
  - ii. \$20.00 per sq. ft. south of Sanger
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$10,000.00 per single family unit
  - ii. \$5,000.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
  - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
    - 1. Water (\$25 / lf):
      - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 2. Sewer (\$35 / lf):
      - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 3. Street (\$90/ lf):
      - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    - 4. Sidewalk:
      - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after date of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O.,

shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

**D. Assignment of Agreement.**

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing 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 resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

**F. Governing Law and Provisions.**

1. 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.

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

**G. Final Payment and Release of Claims.**

1. Developer, 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.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
  
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
  
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. 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**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

\_\_\_\_\_  
By:  **JOHN LEMKE**  
**PRES, LEMKE DEVELOPMENT**

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

\_\_\_\_\_  
Efren Cortez, City Attorney





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH PROPERTY MANAGEMENT PLUS, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 12, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Property Management Plus, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$41,400.00.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

FY20 Budget Available \$1,433,680.00

Single Family Housing Infrastructure Incentive #010100-44901-170

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6836

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH PROPERTY MANAGEMENT PLUS, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Property Management Plus, LLC concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of August 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Property Management Plus, LLC, 3228 N. Grimes St., Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

- \*\* The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.
- \*\* Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of the date of this agreement, within the Municipal Boundaries.
- \*\* Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

#### A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after the date of this agreement.
2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.
3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
  - i. \$10.00 per sq. ft. north of Sanger
  - ii. \$20.00 per sq. ft. south of Sanger
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$10,000.00 per single family unit
  - ii. \$5,000.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
    1. Water (\$25 / lf):
      - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    2. Sewer (\$35 / lf):
      - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    3. Street (\$90/ lf):
      - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    4. Sidewalk:
      - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Forty One Thousand Four Hundred Dollars (\$41,400.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after date of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O.,

shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

**D. Assignment of Agreement.**

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing 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 resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

**F. Governing Law and Provisions.**

1. 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.

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

**G. Final Payment and Release of Claims.**

1. Developer, 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.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Property Management Plus, LLC, 3228 N. Grimes St., Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. 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**

**Developer**

*Radium § 4.53.5*

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

By: *Property management plus, LLC.*

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

\_\_\_\_\_  
Efren Cortez, City Attorney



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19<sup>th</sup>, 2019

**SUBJECT: AWARD BID No. 1576-20 – ANNUAL PAVEMENT AND CONCRETE AGREEMENT TO RAMIREZ & SONs INC.**

**DEPT. OF ORIGIN:** Engineering Department  
**DATE SUBMITTED:** 8-12-19  
**SUBMITTED BY:** Todd Randall, City Engineer

**Summary:**

Bid No. 1576-20 was advertised on July 25<sup>th</sup>, 2019. Four (4) contractors / suppliers requested and received the bidding documents. Two (2) bids were received by the City of Hobbs on August 8<sup>th</sup>, 2019 at 2:00 pm. Ramirez & Sons Inc. is the apparent low bidder and offer is deemed acceptable by the Engineering and Finance Dept.

BIDDER	AMOUNT
Ramirez & Sons	\$7,481.08
Constructors Inc.	\$7,925.35 (5.9% higher)

The contract is a unit price bid on various construction items with stepped quantity brackets. This contract is valid for one (1) year with three (3) additional renewal years, if renewal is accepted by both parties. Ramirez & Sons Inc. held the previous annual agreement and is a contractor in good standing with the City of Hobbs and State of New Mexico Depts.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

Finance

Budget Line: Varies between Departments  
Expenditures: \$250,000 to \$1M (Estimated Annual Amount)

**Note:** City Manager is authorized to approve Task Orders under \$60,000 and City Commission must approved any Task Orders over \$60,000.

**Attachments:**

Bid Tabulation Sheet / Contract Form

**Legal Review:**

Approved As To Form: \_\_\_\_\_

City Attorney

**Recommendation:**

Consideration and approval of Bid No. 1576-20 to Ramirez & Sons Inc.

Approved For Submittal By:

Department Director

City Manager

**CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
File No. \_\_\_\_\_

Denied



ITEM NO.	DESCRIPTION	UNIT	QTY.	CI	R&S
201000	CLEARING AND GRUBBING (LESS THAN 1 ACRE)	L.S.	1	\$ 900.00	\$ 550.00
201001	CLEARING AND GRUBBING (1 ACRE OR MORE)	ACRE	1	\$ 800.00	\$ 550.00
203000	UNCLASSIFIED EXCAVATION (0 - 100 CY)	C.Y.	1	\$ 22.00	\$ 7.50
203001	UNCLASSIFIED EXCAVATION (101-300 CY)	C.Y.	1	\$ 16.00	\$ 7.00
203002	UNCLASSIFIED EXCAVATION (301 - PLUS CY)	C.Y.	1	\$ 12.00	\$ 6.75
207001	SUBGRADE PREPARATION (0 - 1000 SY)	S.Y.	1	\$ 4.00	\$ 3.00
207002	SUBGRADE PREPARATION (1001 - 5000 SY)	S.Y.	1	\$ 3.75	\$ 1.25
207003	SUBGRADE PREPARATION (5001 PLUS SY)	S.Y.	1	\$ 3.00	\$ 1.20
209001	BLADING AND RESHAPING	S.Y.	1	\$ 2.50	\$ 1.00
209002	RESHAPING NEW STOCK PILE, AS SPECIFIED	L.S.		LEAVE BLANK	LEAVE BLANK
302001	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (0-1000 S.Y.)	S.Y.	1	\$ 8.00	\$ 3.25
302002	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (1001-5000 S.Y.)	S.Y.	1	\$ 7.00	\$ 3.00
302003	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (5001-11,000 S.Y.)	S.Y.	1	\$ 5.50	\$ 2.75
302004	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (11,001 S.Y PLUS)	S.Y.	1	\$ 4.50	\$ 2.65
302005	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (0-1000 S.Y.)	S.Y.	1	\$ 10.00	\$ 3.65
302006	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (1001-5,000 S.Y.)	S.Y.	1	\$ 9.00	\$ 3.25
302007	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (5001-11,000 S.Y.)	S.Y.	1	\$ 7.00	\$ 3.00
302008	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (11,001 S.Y PLUS)	S.Y.	1	\$ 6.50	\$ 2.85
303001	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED (0-100 CY)	C.Y.	1	\$ 65.00	\$ 14.50
303002	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED (101-500 CY)	C.Y.	1	\$ 55.00	\$ 14.00
303003	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED (501-1000 CY)	C.Y.	1	\$ 52.00	\$ 13.00
303004	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED (1001 PLUS CY)	C.Y.	1	\$ 50.00	\$ 12.50
407001	ASPHALT MATERIAL FOR TACK COAT, COMPLETE IN PLACE	TON	1	\$ 400.00	\$ 600.00
408001	PRIME COAT MATERIAL, COMPLETE IN PLACE (0-2000 S.Y.)	S.Y.	1	\$ 0.65	\$ 0.90
408002	PRIME COAT MATERIAL, COMPLETE IN PLACE (2001 PLUS S.Y.)	S.Y.	1	\$ 0.65	\$ 0.90

ITEM NO.	DESCRIPTION	UNIT.	QTY.	CI	R&S
414131	COLD MILLING (BITUMINOUS) 3" (0-1000 S.Y.)	S.Y.	1	\$ 4.00	\$ 3.00
414132	COLD MILLING (BITUMINOUS) 3" (1001-5000 S.Y.)	S.Y.	1	\$ 3.00	\$ 2.75
414133	COLD MILLING (BITUMINOUS) 3" (5001-11000 S.Y.)	S.Y.	1	\$ 2.50	\$ 2.50
414134	COLD MILLING (BITUMINOUS) 3" (11001 PLUS S.Y.)	S.Y.	1	\$ 2.25	\$ 2.50
423271	2" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (0-100 SY)	S.Y.	1	\$ 20.50	\$ 45.00
423272	2" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (101-1000 SY)	S.Y.	1	\$ 16.75	\$ 10.75
423273	2" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (1001-5000 SY)	S.Y.	1	\$ 12.10	\$ 10.50
427274	2" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (5001 PLUS SY)	S.Y.	1	\$ 11.50	\$ 10.50
423275	3" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (0-100 SY)	S.Y.	1	\$ 28.00	\$ 55.00
423276	3" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (101-1000 SY)	S.Y.	1	\$ 24.50	\$ 17.10
423277	3" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (1001-5000 SY)	S.Y.	1	\$ 17.70	\$ 16.40
423278	3" HOT-MIX ASPHALT SP IV or III, COMPLETE IN PALCE (5001 PLUS SY)	S.Y.	1	\$ 16.70	\$ 15.40
451081	FURNISH AND INSTALL 8" CONCRETE PAVEMENT , COMPLETE IN PLACE (0-50 SY)	S.Y.	1	\$ 100.00	\$ 95.00
451082	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (51-100 SY)	S.Y.	1	\$ 90.00	\$ 85.00
451083	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (101 - 250 SY)	S.Y.	1	\$ 85.00	\$ 85.00
451084	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (251-500 SY)	S.Y.	1	\$ 85.00	\$ 85.00
451085	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (501 PLUS SY)	S.Y.	1	\$ 85.00	\$ 85.00
511001	CONCRETE RETAINING WALL LESS THAN 18" HEIGHT (0 - 50 LF)	L.F.	1	\$ 50.00	\$ 35.00
511002	8" CONCRETE RETAINING WALL LESS THAN 18" HEIGHT (51 - PLUS LF)	L.F.	1	\$ 45.00	\$ 32.00
511003	8" CONCRETE RETAINING WALL 18" TO 36" HEIGHT (0 - 50 LF)	L.F.	1	\$ 45.00	\$ 60.00
511004	8" CONCRETE RETAINING WALL 18" TO 36" HEIGHT (51 - PLUS LF)	L.F.	1	\$ 45.00	\$ 57.00
511110	FURNISH AND INSTALL 6" CONCRETE SLOPE PAVEMENT, AS SPECIFIED (0 - 50 S.Y.)	S.Y.	1	\$ 95.00	\$ 65.00

ITEM NO.	DESCRIPTION	UNIT	QTY.	CI	R&S
511111	FURNISH AND INSTALL 6" CONCRETE SLOPE PAVEMENT, AS SPECIFIED (51 - 200 S.Y.)	S.Y.	1	\$ 85.00	\$ 62.00
511112	FURNISH AND INSTALL 6" CONCRETE SLOPE PAVEMENT, AS SPECIFIED (201 - PLUS S.Y.)	S.Y.	1	\$ 85.00	\$ 62.00
516000	FLOWABLE FILL	C.Y.	1	\$ 170.00	\$ 125.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS, LUMP SUM NEGOTIATED AT TIME OF TASK ORDER	L.S.	1	LEAVE BLANK	LEAVE BLANK
601111	REMOVAL OF ASPHALT SURFACING 0 - 3" PAVEMENT THICKNESS (0 - 500 S.Y.)	S.Y.	1	\$ 8.00	\$ 2.25
601112	REMOVAL OF ASPHALT SURFACING 0 - 3" PAVEMENT THICKNESS (501 PLUS S.Y.)	S.Y.	1	\$ 5.00	\$ 2.20
601113	REMOVAL OF ASPHALT SURFACING GREATER THAN 3" PAVEMENT THICKNESS (0 - 500 S.Y.)	S.Y.	1	\$ 8.50	\$ 2.25
601114	REMOVAL OF ASPHALT SURFACING GREATER THAN 3" PAVEMENT THICKNESS (501 PLUS S.Y.)	S.Y.	1	\$ 5.00	\$ 2.20
601120	REMOVAL OF CONCRETE CURB AND GUTTER, AND VALLEY GUTTER	L.F.	1	\$ 5.00	\$ 2.00
601121	REMOVAL OF 4" CONCRETE SIDEWALK/RAMP	S.Y.	1	\$ 12.00	\$ 2.50
601122	REMOVAL OF 6" CONCRETE DRIVE PAD, SIDEWALK, AND FILLET	S.Y.	1	\$ 7.00	\$ 2.50
601123	REMOVAL OF 8" CONCRETE PAVEMENT	S.Y.	1	\$ 9.00	\$ 3.00
607005	FURNISH AND INSTALL 4 STRAND BARBLESS WIRE 4' FENCE (0-500 LF)	LF	1	\$ 12.00	\$ 3.40
607006	FURNISH AND INSTALL 4 STRAND BARBLESS WIRE 4' FENCE (501 PLUS LF)	LF	1	\$ 10.00	\$ 4.30
607024	FURNISH AND INSTALL 4' CHAIN LINK FENCE	LF	1	\$ 24.00	\$ 20.50
607026	FURNISH AND INSTALL 6' CHAIN LINK FENCE	LF	1	\$ 30.00	\$ 28.00
607028	FURNISH AND INSTALL 8' CHAIN LINK FENCE	LF	1	\$ 45.00	\$ 32.00
608000	FURNISH AND INSTALL CAST IRON DETECTABLE WARNING SURFACE	S.F.	1	\$ 45.00	\$ 50.00
608001	8" CONCRETE SLAB (FILLET) COMPLETE IN PLACE (0 - 100 S.Y.)	S.Y.	1	\$ 95.00	\$ 86.00
608002	8" CONCRETE SLAB (FILLET) COMPLETE IN PLACE (101 - PLUS S.Y.)	S.Y.	1	\$ 85.00	\$ 85.00
608003	CONCRETE SIDEWALK 4" COMPLETE IN PLACE (0-100 SY)	S.Y.	1	\$ 75.00	\$ 52.50
608004	CONCRETE SIDEWALK 4" COMPLETE IN PLACE (101-250 SY)	S.Y.	1	\$ 65.00	\$ 40.00

ITEM NO.	DESCRIPTION	UNIT	QTY.	CI	R&S
608005	CONCRETE SIDEWALK 4" COMPLETE IN PLACE (251 PLUS SY)	S.Y.	1	\$ 55.00	\$ 40.00
608006	CONCRETE SIDEWALK 6" COMPLETE IN PLACE (0-100 SY)	S.Y.	1	\$ 80.00	\$ 64.05
608007	CONCRETE SIDEWALK 6" COMPLETE IN PLACE (101-250 SY)	S.Y.	1	\$ 70.00	\$ 51.20
608008	CONCRETE SIDEWALK 6" COMPLETE IN PLACE (251 PLUS SY)	S.Y.	1	\$ 65.00	\$ 51.20
608105	CONCRETE DRIVEPAD 6" COMPLETE IN PLACE (0-100 SY)	S.Y.	1	\$ 75.00	\$ 61.40
608106	CONCRETE DRIVEPAD 6" COMPLETE IN PLACE (101-250 SY)	S.Y.	1	\$ 70.00	\$ 56.93
608107	CONCRETE DRIVEPAD 6" COMPLETE IN PLACE (251 PLUS SY)	S.Y.	1	\$ 68.00	\$ 52.57
609201	CONCRETE RIBBON CURB 12" X 8", COMPLETE IN PLACE	L.F.	1	\$ 20.00	\$ 16.20
609202	CONCRETE HEADER CURB 6" COMPLETE IN PLACE	L.F.	1	\$ 25.00	\$ 16.20
609318	CONCRETE MOUNTABLE CURB AND GUTTER 6"x18" COMPLETE IN PLACE	L.F.	1	\$ 20.00	\$ 16.20
609324	CONCRETE MOUNTABLE CURB AND GUTTER 6"x24" COMPLETE IN PLACE.	L.F.	1	\$ 25.00	\$ 17.00
609330	CONCRETE MOUNTABLE CURB AND GUTTER 6"x30" COMPLETE IN PLACE.	L.F.	1	\$ 32.00	\$ 24.50
609424	CONCRETE BARRIER CURB & GUTTER, TYPE A, 6" x24" COMPLETE IN PLACE (0-100 L.F.)	L.F.	1	\$ 28.00	\$ 19.00
609425	CONCRETE BARRIER CURB & GUTTER, TYPE A, 6" x24" COMPLETE IN PLACE (101 - 500 L.F.)	L.F.	1	\$ 24.00	\$ 18.30
609426	CONCRETE BARRIER CURB & GUTTER, TYPE A, 6" x24" COMPLETE IN PLACE (501 - PLUS L.F.)	L.F.	1	\$ 23.00	\$ 16.50
609430	CONCRETE BARRIER CURB & GUTTER TYPE "A" 6" x 30", COMPLETE IN PLACE	L.F.	1	\$ 34.00	\$ 24.10
609431	CONCRETE BARRIER CURB & GUTTER TYPE "A" 8" x 30", COMPLETE IN PLACE	L.F.	1	\$ 35.00	\$ 24.10
609624	CONCRETE VALLEY GUTTER 8"x24" COMPLETE IN PLACE	L.F.	1	\$ 38.00	\$ 19.35
609636	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE (0-50 LF)	L.F.	1	\$ 47.00	\$ 26.00
609637	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE (51-100 LF)	L.F.	1	\$ 45.00	\$ 24.80
609639	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE (101 - PLUS LF)	L.F.	1	\$ 40.00	\$ 23.70
609650	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE (0 - 50 LF)	L.F.	1	\$ 60.00	\$ 37.31
609651	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE (51 - 101 LF)	L.F.	1	\$ 55.00	\$ 36.31
609652	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE (101 - PLUS LF)	L.F.	1	\$ 45.00	\$ 35.31
609705	CONCRETE LAYDOWN CURB 6"x24" COMPLETE IN PLACE	L.F.	1	\$ 28.00	\$ 17.00
662400	ADJUST MANHOLE TO GRADE, COMPLETE IN PLACE	EACH	1	\$ 800.00	\$ 700.00
662500	INSTALL OWNER FURNISHED MANHOLE RING AND COVER, COMPLETE IN PLACE	EACH	1	\$ 400.00	\$ 375.00



**SECTION 7 - CONTRACT**  
**ANNUAL PAVEMENT AND CONCRETE WORK AGREEMENT**

This Contract, the "Contract," is made and entered into the 19th day of August, 20 19, between the CITY OF HOBBS, a municipal corporation, hereinafter referred to as "OWNER," and RAMIREZ & SONS INC., hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and upon the terms, conditions and provisions set forth below, OWNER and CONTRACTOR agree as follows:

**I. SCOPE OF CONTRACTOR'S WORK**

A. CONTRACTOR will complete the ANNUAL PAVEMENT AND CONCRETE WORK AGREEMENT, hereinafter referred to as the "Project," by furnishing all materials, labor, machinery, equipment and tools necessary to: **Install hot-mix asphalt paving installation and improvements, concrete structure installation and improvements, dirt work, permanent signing and striping, fencing, and utility work as specified in this contract document.**

**II. COMPENSATION**

A. CONTRACTOR shall perform the construction of the Project on a per unit basis in accordance with the bid quantities. The parties understand and agree that the total price of this Contract is based upon price quotes for certain items of goods multiplied by the estimated number of units which will be required for the Project. The parties understand and agree that all parties have made a serious good faith effort to arrive to the closest and most accurate estimates possible and that certain adjustments in quantity may have to be made as performance under this project proceeds. However, the parties agree that the unit prices quoted, as well as the figure quoted for services, will remain the same, unless otherwise provided herein. The "Bid," previously incorporated herein by reference, sets forth the unit prices, estimated number of units, and the figures for service, which figures have been used to arrive at the Bid item prices shown on the Bid. The Bid sets forth the **TOTAL BID PRICE** \$7,481.08. New Mexico Gross Receipts Tax will be added to this amount at the time of billing.

B. OWNER agrees to pay CONTRACTOR as provided for in the "General Conditions," incorporated herein by reference.

### III. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Both owner and contractor agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of **\$500.00** per calendar day as liquidated damages for each calendar day the project is not substantially complete, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by the owner as reimbursement; or in the case of damage costs due to the contractor, be billed to the owner on the final pay request once all the punch-list items are corrected upon final project completion.

B. For purposes of this section, the contract time for each Task Order shall be calculated as the time allowed from the date stated in the Notice-to-Proceed until the time allowed for Substantial Completion, which shall be TWENTY ONE (21) calendar days for Task Orders costing \$500 - \$20,000, and an additional Seven (7) Calendar days for each \$10,000 over \$20,000, with days added for agreed-upon weather days, days added for owner-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or owner-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an owner-caused delay can only be counted, if no other work could be performed each day of the claimed delay. If the resulting net owner-caused delays exceed contractor-caused and weather delays to the point of delaying the contractor beyond the date of substantial completion, contractor shall be entitled to the agreed-upon liquidated damages as his sole and exclusive remedy for the costs of such delay.

C. For purposes of this specific project, Substantial Completion shall be defined as the date the owner's representative certifies the project construction, or a specified part of, is sufficiently finished to allow the owner to use the project, or specified part thereof, in the manner for which it was intended. More specifically to this project, substantial completion shall include at a minimum, completion of the following:

- No traffic control on the project and the project open for public use.
- -OR- otherwise defined in the executed Task Order

#### **IV. INDEMNIFICATION**

CONTRACTOR shall indemnify, hold harmless and defend OWNER and its employees, officers and agents, against liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage to property caused by or arising out of the acts or omissions of CONTRACTOR, its officers, employees or agents.

#### **V. MISCELLANEOUS**

A. CONTRACTOR shall not transfer or assign his interest in this Contract without prior written approval from OWNER.

B. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.

C. It is mutually understood and agreed that this Contract shall be governed by the laws of the State of New Mexico, both as to interpretation and performance, and jurisdiction and venue relating to any litigation or dispute arising out of this Contract shall be in Lea County, New Mexico, only.

D. If any part of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part thereof shall be invalidated, and all other parts hereof shall remain valid and enforceable.

E. The foregoing Contract, inclusive of all documents identified herein and incorporated herein by reference, constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

F. Any change order shall be in writing and signed by both parties prior to any work begins pursuant to the change order.

G. This contract term shall be 1 year from the date of contract execution and may be renewed up to three additional years as agreed upon by both the City and the Contractor.

H. Work will be completed by individual task orders and calculated based on the unit prices in the Bid Form and quantity of work for each item. The City Manager may approve Task Order under \$60,000 (not including GRT). The City Commission must approve Task Orders \$60,000 and over (not including GRT).

I. The Contractor shall maintain a Performance Bond and Payment Bond equal to \$250,000 during the term of this contract. The City may require additional bonding for Task Orders over \$250,000



IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this Contract, each of which shall be deemed an original, on the day and the year first above written.

ATTEST:

Owner:

THE CITY OF HOBBS, NEW MEXICO

\_\_\_\_\_

JAN FLETCHER, City Clerk

By \_\_\_\_\_

SAM D COBB, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_

EFREN CORTEZ, City Attorney

Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary



# CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19<sup>th</sup>, 2019

**SUBJECT: NMDOT CAPITAL OUTLAY GRANT - WEST BENDER IMPROVEMENTS  
CN C2193354 / APPROPRIATION ID D3354**

**DEPT. OF ORIGIN:** Engineering Department  
**DATE SUBMITTED:** 8-12-19  
**SUBMITTED BY:** Todd Randall, City Engineer

**Summary:**

The City has received a capital appropriation from the 2019 Legislative session in the amount of \$500,000 for design and construction of the West Bender Improvements from SR 18 to West County Rd. Base mapping of the roadway are in progress by Bohannon Huston, Inc. related to the Mobile Lidar collection. The City will be issuing an RFP for Professional Engineering services for the design of the project in the Fall/Winter of 2019. Construction will be contingent on additional funding and not anticipated until Spring of 2021. This appropriation will be utilized for the design purposes.

**Fiscal Impact:**

Reviewed By: [Signature]  
Finance

Budget Line: 48-4048-44901-00178  
Amount: \$558,228.00  
Grant: \$500,000

**Attachments:**

Resolution / Grant

**Legal Review:**

Approved As To Form: [Signature]  
City Attorney

**Recommendation:**

To make a motion to approve the Resolution for the Mayor to execute grant agreement with NMDOT

Approved For Submittal By:

[Signature]  
Department Director

[Signature]  
City Manager

**CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN**

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

CITY OF HOBBS

RESOLUTION NO. 6837

A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE GRANT AGREEMENT WITH NMDOT  
FOR WEST BENDER IMPROVEMENT  
89200 CAPITAL APPROPRIATION PROJECT  
CN C2193354 / ID D3354

WHEREAS, the City of Hobbs shall enter into a Grant Agreement with the New Mexico Department of Transportation (NMDOT): and

WHEREAS, the Grant agreement is identified as Control Number C2193354; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized to execute, on behalf of the City of Hobbs, Fund 89200 Capital Appropriation Project Control Number C2193354.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



May 21, 2019

Mr. Manny Gomez  
Acting City Manager  
City of Hobbs  
200 E. Broadway  
Hobbs, New Mexico 88240

**RE: Agreement for CN C2193354, Appropriation ID D3354**

Dear Mr. Gomez:

Enclosed for your coordination of signatures are three originals of the Severance Tax Agreement. **Please return them to the District Capital Coordinator.** DO NOT fill in the date on the first page of the enclosed Agreements. An original will be mailed to you at the time they are fully executed. The Agreement contains the standard terms and conditions required by DFA to ensure proper accounting of capital funds to include the reporting requirements listed in Article VIII. The City should review the terms and conditions listed in the Agreement carefully to ensure compliance.

The Department of Finance and Administration is working to improve the management of capital appropriations granted to and administered by local entities. As part of this process, **DFA is requiring monthly electronic reporting using the Capital Project Monitoring System (CPMS).** The City can access CPMS at the following web site <http://cpms.dfa.state.nm.us/Login.aspx>. The City will need to log in as a local entity and report the status on all of the City's open General Fund and Severance Tax projects. The City of Hobbs should contact Tonantzin Roybal with DFA, State Budget Division Capital Outlay Bureau at (505) 827-4209 or e-mail [Tonantzin.Roybal@state.nm.us](mailto:Tonantzin.Roybal@state.nm.us) to obtain a user id and password.

If you have any questions concerning the Agreement or if I can be of further assistance, please contact me at 505-699-9946.

Sincerely,

A handwritten signature in blue ink that reads "CAM".

Clarissa Martinez  
Capital Outlay Manager  
Project Oversight Division

Concur:

A handwritten signature in blue ink that reads "Gerald Webb". To the left of the signature is a purple circular date stamp that reads "MAY 22 2019 PM 1:00".

District Capital Coordinator

**Michelle Lujan  
Grisham**  
Governor

**Michael R. Sandoval**  
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Keith Mortensen**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Vacant**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

Contract Number: \_\_\_\_\_  
Vendor Number: 000054339  
Control Number: C2193354

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Hobbs, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 277, Section 40, Subsection 84, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

**WHEREAS**, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**AGREEMENT**

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

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

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

DFA Appropriation ID D3354 NMDOT Control Number C2193354 **\$500,000**

APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, Section 40, Subsection 84, Five Hundred Thousand Dollars and No Cents (\$500,000), to acquire rights of way and to plan, design and construct improvements, including widening and drainage, to west Bender boulevard in Hobbs in Lea county .

The Grantee’s total reimbursements shall not exceed Five Hundred Thousand Dollars and No Cents \$500,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if applicable, ,

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

which equals Five Hundred Thousand Dollars and No Cents \$500,000 (the "Adjusted Appropriation Amount").

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Hobbs

Name: Manny Gomez  
Title: Acting City Manager  
Address: 200 E. Broadway, Hobbs, New Mexico 88240  
Email: mgomez@hobbsnm.or  
Telephone: 505-597-9232

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 2 Office  
Name: Sigrid Webb  
Title: Local Government Road Fund Coordinator  
Address: P.O. Box 1457, Roswell, NM 88202  
Email: Sigrid.Webb@state.nm.us  
Telephone: 575-637-7259

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

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2023** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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



particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

#### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

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

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

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

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

**ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

**ARTICLE XIII. LIABILITY**

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

**ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

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

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

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

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

## **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

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

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

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

## **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

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

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

Cynthia A Christ  
By: Cynthia Christ

Its: Assistant General Counsel

5-15-19  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

<b>I. Grantee Information</b> (Make sure information is complete & accurate) A. Grantee: _____ B. Address: _____ (Complete Mailing, including Suite, if applicable) _____ _____ City State Zip C. Phone No: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____	<b>II. Payment Computation</b> A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount (If Applicable): _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount (If Applicable): _____ G. Grant Balance: _____ H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw) I. <input type="checkbox"/> Final Request for Payment (if Applicable)
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<b>III. Fiscal Year :</b> _____ (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)	
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<b>IV. <input type="checkbox"/> Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
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<b>V. <input type="checkbox"/> Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
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<b>Grantee Fiscal Officer</b> or Fiscal Agent (if applicable)	<b>Grantee Representative</b>
Printed Name	Printed Name
Date:	Date:

**(State Agency Use Only)**

Vendor Code: _____	Fund No.: _____	Loc No.: _____
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I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer _____	Division Project Manager _____
Date _____	Date _____

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

As the designated representative of the Department for Grant Agreement number [\_\_\_\_\_]  
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the  
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within  
the scope of the project description, subject to all the terms and conditions of the above referenced Grant  
Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## Attachment A

### **The City of Hobbs shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The City of Hobbs shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19th, 2019

SUBJECT: CES CONTRACT WITH MOLZEN & CORBIN FOR THE PROFESSIONAL ENGINEERING SERVICE DESIGN OF WATER & SEWER ALONG US 62/180

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 8-12-19
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City has received a capital appropriation from the 2019 Legislative session in the amount of \$750,000 for design and construction of Water and Sewer along US62/180 (Carlsbad Hwy) to the Lea County Airport. Molzen & Corbin is currently providing Architectural and Engineering Design service for Lea County as part of the Terminal Expansion. The City and County have been coordinating the water and sewer extension and possible new lift station on or near the Airport to provide sewer service. As the Engineer of Record, Molzen & Corbin have specialized knowledge of the on-site needs and future airport expansion. The City believes that utilizing Molzen & Corbin will accelerate the design timeline and provide efficient coordination of current and future projects.

The attached resolution will authorize the City Manager to enter in a contract with Molzen & Corbin using CES's current procurement contract (CES NO. 19-01B-C304-ALL). The attached proposal is broken into Task 1 and 2. If approved by the City Commission, Task 1 - Design & Bidding Phase will be authorized. The City Manager may amend the contract to authorize Task 2 - Construction Administration or services not to exceed the attached proposal.

Fiscal Impact:

Reviewed By: [Signature] Finance

Budget Line: 44-04044-44901-00289
Amount: \$1,100,000
Grant: \$750,000 (Legislative Grant to be presented in City Commission in September 2019)
Design Fees: \$152,369.66

Attachments:

Cost Proposal

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Consideration to approve a Resolution for the City Manager to enter into a contract with Molzen & Corbin, Inc. (CES No. 19-01B-C304-ALL)

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6838

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE CES CONTRACT WITH MOLZEN CORBIN  
FOR WEST HOBBS UTILITY EXTENSION

WHEREAS, the City of Hobbs has received a capital appropriation for water and sewer extension along US 62/180 to the Lea County Airport: and

WHEREAS, Molzen Corbin Inc. is providing architectural and engineering for the Lea County Airport Improvements; and

WHEREAS, the City desires to accelerate the design of the infrastructure and Molzen Corbin Inc. has specialized knowledge of the specific needs for the airport and future airport improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager, be and hereby is, authorized to execute, on behalf of the City of Hobbs, to enter into a CES contract with Molzen Corbin, Inc..

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

# MOLZENCORBIN

## SCOPING DOCUMENT

City of Hobbs, NM / Lea County, NM

Water and Sewer Extension to Lea County Regional Airport

July 15, 2019

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### 1. INTRODUCTION

The City of Hobbs (City) and Lea County (County) are pursuing extension of water and sewer services to the Lea County Airport and surrounding areas along US 62. This scoping document intends to describe the professional engineering services that will be provided to accomplish design and construction phase services in support of this project.

#### PROJECT SCOPE: Extension of Water and Sewer to Airport Entrance Road.

- The scoping effort assumed 12-inch continuation for water and sewer. During design, the design team and City will revisit sizing and determine if 12-inch is the most appropriate size.
- The design team will incorporate potential future growth in the area in their sizing considerations.
- The existing sewer to which the extension will tie-in is not adequately deep to facilitate service to the airport by entirely gravity means. The design team will determine the termination point where the line ceases to flow by gravity east to the City and instead flows by gravity to the west, where a lift station will be located. A forcemain will convey wastewater from the lift station to the nearest manhole that flows by gravity to the City. The design team will size the lift station and forcemain for potential future growth in the area.
- The design team will prepare an application for Modifications to an Existing Water System to be submitted to the New Mexico Environment Department (NMED) Drinking Water Bureau (DWB). Main line valve spacing is assumed to be approximately one-quarter mile. The design team will determine fire hydrant spacing considering strategic locations along US 62.
- NMDOT Permitting: Environmental clearance through NMDOT and applications for Utility Permits will be provided, as the water and sewer lines (and possibly lift station) will be located in NMDOT right-of-way. A permit each for water, sewer will be required along US 62 (parallel utility) and across US 62(crossing).
- Jack and Bore Crossing: The County's service lines will cross under US 62 and tie into the City's line extensions. The location will be refined during design, but the water crossing is expected to be west of the Airport Entrance Road, whereas the sewer crossing is expected to be east of the Airport Entrance Road.
- The Scope of Work does not include any buildings, SCADA, or remote monitoring/control capabilities. Local control will be provided.
- Bidding documents will be prepared using the City of Hobbs front ends. The bid form will likely include three bid lots to facilitate interagency coordination between the City and County. Bid Lot 1 will include the water and sewer extensions along US 62 that run north/south (City's facilities to operate/maintain); Bid Lot 2 will include the jack and bore crossings under US 62 and water and sewer service lines that run east/west from the City's line to the County's

# MOLZENCORBIN

water/sewer facilities (County's facilities to operate/maintain); Bid Lot 3 will include the lift station.

## BASIC DESIGN SERVICES: Schematic Design, Pre-Final Design, Bidding Documents, and Bidding/Award

- Molzen Corbin will provide a preliminary design package including water, gravity sewer, sewer forcemain alignments, hydraulic calculations, and location of appurtenances; sizing, pump selection, and conceptual layout of the lift station; details for the jack and bore crossings; identification of tie-in locations and connections to existing facilities; NMDOT Permitting, and preparation of the Project Manual Table of Contents. The preliminary design submittal will be submitted electronically and a review meeting will be held remotely using Adobe Connect or other similar technology.
- The pre-final design package includes development of drawings (including general sheets, layouts, plans and profiles, and details), front ends, technical specifications, and preparation of the NMED DWB Application. The pre-final design submittal will incorporate comments from the City/County expressed during the preliminary review meeting and will be submitted electronically and a review meeting will be held remotely using Adobe Connect or other similar technology. NMDOT follow up coordination will occur to facilitate utility permitting.
- The final submittal will include Bidding Documents, packaged for approval to advertise. In this final submittal, any review comments from the City/County and NMED DWB will be addressed and wage rates will be included. The stamped, signed documents will be submitted electronically. Any remaining NMDOT coordination will be provided.
- Bidding/Award services will include development of a bid schedule, coordination to place the advertisement(s), attendance at the Bid Opening and presentation to the City/County, preparation of the bid tabulation, evaluation summary, and information to award letter, and assembly of the executed contract documents.

## ADDITIONAL DESIGN SERVICES

- Subsurface Utility Engineering (SUE) – utilizing the services of High Mesa Consulting Group to provide a subsurface utility investigation.
- Geotechnical investigation – investigation of soil profile along line extensions and at lift station site.
- Survey services are not included. We understand the City/County will be providing survey.

## CONSTRUCTION PHASE SERVICES

- Molzen Corbin will provide assistance during project construction, including a pre-construction conference, review of submittals, responding to Contractor's questions, reviewing payment applications, progress meetings and site visits, processing change orders, and substantial and final completion walkthrough meetings.
- This scoping document assumes the construction duration will be about 4-5 months long, with monthly in-person progress meetings and site visits and semi-monthly progress meetings held via phone call.
- Construction phase services have been prepared under a separate workplan and are anticipated to be provided under separate contract at a later date.



# MOLZENCORBIN

## 2. PROFESSIONAL SERVICES FEE PROPOSAL

Description	Standard Rates	CES Rates	% of Discount
Design Labor	\$114,720.00	\$111,607.50	2.79%
Design Reimbursables	\$2,139.00	\$2,139.00	0.00%
Design Subs	\$27,500.00	\$27,500.00	0.00%
<b>TOTAL DESIGN FEE BEFORE TAX</b>	<b>\$144,359.00</b>	<b>\$141,246.50</b>	<b>2.20%</b>
Gross Receipts Tax	\$11,368.27	\$11,123.16	2.20%
<b>TOTAL DESIGN FEE</b>	<b>\$155,727.27</b>	<b>\$152,369.66</b>	<b>2.20%</b>

WORKPLAN ATTACHED.

*Gross receipts taxes are assessed at the time of billing, currently 7.8750% (may be amended by State of New Mexico).*

## 3. SCHEDULE FOR SERVICES (assuming project starts August 15, 2019)

### Design Phase Services

Notice To Proceed	August 15, 2019 (estimated)
Schedule Begins Upon Receipt of Survey	
Schematic/Preliminary Design	45 days
City and County Review:	15 days
Pre-Final Design	60 days
City, County, and NMED DWB Review	45 days
Stamped/Sealed Bidding Documents	30 days
Bidding/Award	75 days

# WORKPLAN: DESIGN

**CONTRACT AMOUNT**  
**Sewer and Water Extension - Design**  
**City of Hobbs**

**MOLZENCORBIN**

**Scout Riehm**

**COST**

**CALCULATED  
 CONTRACT AMOUNT**

<b>BASIC FEE (Labor)</b>				
<b>SUBTOTAL LABOR</b>				\$111,607.50
<b>OTHER DIRECT EXPENSES (ODE'S)</b>				
		<b>Quantity</b>		
In-House Copies	\$0.11	3,000.00	\$330.00	
Commercial Copies	\$0.06	9,000.00	\$540.00	
Commercial Prints	\$1.02	700.00	\$714.00	
Mileage	\$0.580	700.00	\$406.00	
Lodging-Per Diem	\$94.00	1.00	\$94.00	
Meals - Per Diem (per person /day)	\$55.00	1.00	\$55.00	
<b>SUBTOTAL OTHER DIRECT EXPENSES</b>				\$2,139.00
<b>TOTAL BASIC FEE</b>				\$113,746.50
<b>REIMBURSABLE SUBCONSULTANTS</b>				
		<b>Phase</b>		
High Mesa / Utility Record Research, Designation, and Limited Surveying	SUE	I	\$13,000.00	
Geo-Test	Geotechnical	I	\$12,000.00	
Subconsultant Subtotal				\$25,000.00
<b>Mark-up</b>				\$2,500.00
<b>SUBTOTAL ADDITIONAL SERVICES</b>				\$27,500.00
<b>SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES</b>				<b>\$141,246.50</b>
<b>NMGRT</b>				\$11,123.16
<b>TOTAL</b>				<b>\$152,369.66</b>

7.8750%

**CIVIL MANHOOR ESTIMATE**  
**Sewer and Water Extension - Design**  
**City of Hobbs**  
**Scout Riehm**

# MOLZENCORBIN

		CIVIL				
No.	Project Task	Principal Engineer	Professional Engineer	Engineering Design Specialist	Departmental Totals	Grand Totals
<b>I. Schematic Design (30%)</b>						
1	Survey Coordination			10.00	10.00	10.00
2	Basefile development			10.00	10.00	10.00
3	CADD Management			8.00	8.00	8.00
4	Project Management	6.00			6.00	6.00
Subtotal Hours Schematic Design (30%)		6.00	0.00	28.00	34.00	34.00
Subtotal Fees Schematic Design (30%)		\$1,266.00	\$0.00	\$3,304.00	\$4,570.00	\$4,570.00
<b>II. Pre-Final Design (90%)</b>						
1	Drawings				0.00	0.00
2	Traffic Control Plans & Details (assume 3 sheets)		9.00		9.00	9.00
3	Civil Site Plan		8.00		8.00	8.00
4	Grading Plan		8.00		8.00	8.00
5	CADD Management			8.00	8.00	8.00
6	Project Management	12.00			12.00	12.00
Subtotal Hours Pre-Final Design (90%)		12.00	25.00	8.00	45.00	45.00
Subtotal Fees Pre-Final Design (90%)		\$2,532.00	\$3,175.00	\$944.00	\$6,651.00	\$6,651.00
<b>III. Bidding Documents (100%)</b>						
1	Drawing Revisions		4.00		4.00	4.00
2	CADD Management			8.00	8.00	8.00
3	Project Management	4.00			4.00	4.00
Subtotal Hours Bidding Documents (100%)		4.00	4.00	8.00	16.00	16.00
Subtotal Fees Bidding Documents (100%)		\$844.00	\$508.00	\$944.00	\$2,296.00	\$2,296.00
<b>IV. Bidding/Award</b>						
1	Project Management	2.00			2.00	2.00
Subtotal Hours Bidding/Award		2.00	0.00	0.00	2.00	2.00
Subtotal Fees Bidding/Award		\$422.00	\$0.00	\$0.00	\$422.00	\$422.00
Total Labor Hours		24.00	29.00	44.00	97.00	97.00
Standard Billing Rate or Fee		\$211.00	\$127.00	\$118.00		
Fee Dollars		\$5,064.00	\$3,683.00	\$5,192.00	\$13,939.00	\$13,939.00

**ELECTRICAL MANHOUR ESTIMATE**  
**Sewer and Water Extension - Design**  
**City of Hobbs**  
**Scout Riehm**

# MOLZENCORBIN

No.	Project Task	ELECTRICAL			Departmental Totals	ADMIN		Grand Totals
		Principal Engineer	Senior Engineer	Engineering Design Specialist		ADMIN - Aide 2	ADMIN.. Totals	
<b>I. Schematic Design (30%)</b>								
1	Pump selection and power requirements		4.00	2.00	6.00		0.00	6.00
2	Coordinate with Xcel Energy		4.00		4.00		0.00	4.00
3	Develop sequence of operations and control scheme		8.00		8.00		0.00	8.00
4	Quality Assurance	2.00			2.00		0.00	2.00
Subtotal Hours Schematic Design (30%)		2.00	16.00	2.00	20.00	0.00	0.00	20.00
Subtotal Fees Schematic Design (30%)		\$422.00	\$2,976.00	\$206.00	\$3,604.00	\$0.00	\$0.00	\$3,604.00
<b>II. Pre-Final Design (90%)</b>								
1	Coordination with Water Resources		1.00	4.00	5.00		0.00	5.00
2	Electrical Site Plan		2.00	8.00	10.00	2.00	2.00	12.00
3	One-line Diagram		2.00	8.00	10.00	0.50	0.50	10.50
4	Details and Schematics		2.00	8.00	10.00	2.00	2.00	12.00
5	Division 26 - Electrical Specifications		8.00		8.00	2.00	2.00	10.00
6	Division 27 - Communications Specifications		1.00		1.00	0.50	0.50	1.50
7	Division 40 - Process Integration Specifications		6.00	8.00	14.00	2.00	2.00	16.00
8	Cost Opinion		4.00		4.00		0.00	4.00
9	Quality Assurance	2.00			2.00		0.00	2.00
Subtotal Hours Pre-Final Design (90%)		2.00	26.00	36.00	64.00	9.00	9.00	73.00
Subtotal Fees Pre-Final Design (90%)		\$422.00	\$4,836.00	\$3,708.00	\$8,966.00	\$486.00	\$486.00	\$9,452.00
<b>III. Bidding Documents (100%)</b>								
1	Drawing Revisions			4.00	4.00		0.00	4.00
2	Technical Specification Revisions		2.00		2.00	1.00	1.00	3.00
3	Quality Assurance	1.00			1.00		0.00	1.00
Subtotal Hours Bidding Documents (100%)		1.00	2.00	4.00	7.00	1.00	1.00	8.00
Subtotal Fees Bidding Documents (100%)		\$211.00	\$372.00	\$412.00	\$995.00	\$54.00	\$54.00	\$1,049.00
Total Labor Hours		5.00	44.00	42.00	91.00	10.00	10.00	101.00
Standard Billing Rate or Fee		\$211.00	\$186.00	\$103.00		\$54.00		
Fee Dollars		\$1,055.00	\$8,184.00	\$4,326.00	\$13,565.00	\$540.00	\$540.00	\$14,105.00

**WATER RESOURCES MANHOOR ESTIMATE**

**Sewer and Water Extension - Design**

**City of Hobbs**

**Scout Riehm**

# MOLZENCORBIN

No.	Project Task	WATER RESOURCES				Departmental Totals	ADMINISTRATION			ADMIN. Totals	Grand Totals
		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I		ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator		
<b>I. Schematic Design (30%)</b>											
1	Project Scoping			8.00		8.00				0.00	8.00
2	Coordination with COH / LeaCo			6.00		6.00				0.00	6.00
3	SUE, Survey, and Geotechnical Coordination			6.00		6.00				0.00	6.00
4	Basefile development & mockup			8.00	8.00	16.00				0.00	16.00
5	Water Extension										
6	Develop water alignment			4.00	4.00	8.00				0.00	8.00
7	Hydraulic calculations for water / Verify line size			4.00	4.00	8.00				0.00	8.00
8	Locate water appurtenances (air valves, FH, valves)			2.00	2.00	4.00				0.00	4.00
9	Preliminary Water Sheets (assume 8 - plan only)			4.00	8.00	12.00				0.00	12.00
10	Gravity Sewer Extension										
11	Develop gravity sewer alignment			6.00	6.00	12.00				0.00	12.00
12	Hydraulic calculations for gravity sewer			6.00	6.00	12.00				0.00	12.00
13	Locate sewer appurtenances (MH, LS, etc)			2.00	2.00	4.00				0.00	4.00
14	Preliminary Gravity Sewer Sheets (assume 8)			4.00	8.00	12.00				0.00	12.00
15	Lift Station and Forcemain										
16	Lift station sizing and conceptual layout			4.00	4.00	8.00				0.00	8.00
17	Pump selection and power coordination			4.00		4.00				0.00	4.00
18	Develop sewer forcemain alignment			1.00	1.00	2.00				0.00	2.00
19	Hydraulic calculations for sewer forcemain			2.00	2.00	4.00				0.00	4.00
20	Preliminary Sewer Forcemain Sheets (assume 1)			1.00	2.00	3.00				0.00	3.00
21	Lea County Water / Sewer Extensions										
22	Jack and Bore Crossing Detail - Water			2.00	2.00	4.00				0.00	4.00
23	Jack and Bore Crossing Detail - Sewer			2.00	2.00	4.00				0.00	4.00
24	Preliminary Water Sheet (assume 1)			1.00	2.00	3.00				0.00	3.00
25	Preliminary Gravity Sewer Sheets (assume 1)			1.00	2.00	3.00				0.00	3.00
26	Identify Connections and Tie-In Locations			2.00	2.00	4.00				0.00	4.00
27	Technical Specification Table of Contents			2.00		2.00	1.00			1.00	3.00
28	Preliminary Bid Form			2.00		2.00	1.00			1.00	3.00
29	Schematic Design Submittal (electronic)			2.00	2.00	4.00				0.00	4.00
30	Schematic Design Review Meeting (Adobe Connect)			2.00	2.00	4.00	0.25			0.25	4.25
31	NMDOT Permitting / Application					0.00				0.00	0.00
32	Water - Parallel to US 62			4.00	2.00	6.00				0.00	6.00
33	Sewer - Parallel to US 62			4.00	2.00	6.00				0.00	6.00
34	Water - Crossing under US 62			4.00	2.00	6.00				0.00	6.00
35	Sewer - Crossing under US 62			4.00	2.00	6.00				0.00	6.00
36	Project Management			16.00		16.00				0.00	16.00
37	Quality Assurance	8.00				8.00				0.00	8.00
Subtotal Hours Schematic Design (30%)		8.00	0.00	120.00	79.00	207.00	2.25	0.00	0.00	2.25	209.25
Subtotal Fees Schematic Design (30%)		\$1,688.00	\$0.00	\$15,240.00	\$7,347.00	\$24,275.00	\$121.50	\$0.00	\$0.00	\$121.50	\$24,396.50
<b>II. Pre-Final Design (90%)</b>											
1	Incorporate and address review comments			6.00		6.00				0.00	6.00
2	Coordination with Civil/Electrical			4.00	2.00	6.00				0.00	6.00
3	General Drawings					0.00				0.00	0.00

**WATER RESOURCES MANHOOR ESTIMATE**

**Sewer and Water Extension - Design**

**City of Hobbs**

**Scout Riehm**

# MOLZENCORBIN

No.	Project Task	WATER RESOURCES				ADMINISTRATION				ADMIN. Totals	Grand Totals
		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator		
4	Title Sheet / Index of Drawings			1.00	4.00	5.00	1.00			1.00	6.00
5	Location Map / Survey Control			2.00	8.00	10.00				0.00	10.00
6	Design Summary			2.00	4.00	6.00				0.00	6.00
7	Site Plan - Water			2.00	8.00	10.00				0.00	10.00
8	Site Plan - Sewer			2.00	8.00	10.00				0.00	10.00
9	Traffic Control Plans & Details (assume 3 sheets)			1.00		1.00				0.00	1.00
10	Water Drawings					0.00				0.00	0.00
11	Plan & Profile Sheets (assume 8 sheets)			12.00	48.00	60.00				0.00	60.00
12	Connection details			2.00	6.00	8.00				0.00	8.00
13	Fire hydrant, isolation valve, air valve details			2.00	6.00	8.00				0.00	8.00
14	NMED proximity details			0.25	1.00	1.25				0.00	1.25
15	Trenching, joint restraint, and service details			2.00	6.00	8.00				0.00	8.00
16	Sewer Drawings					0.00				0.00	0.00
17	Gravity Plan & Profile Sheets (assume 8 sheets)			12.00	48.00	60.00				0.00	60.00
18	Forcemain Plan & Profile Sheet (assume 1 sheet)			1.50	6.00	7.50				0.00	7.50
19	Lift Station Site Plan			4.00	6.00	10.00				0.00	10.00
20	Lift Station Section & details			4.00	6.00	10.00				0.00	10.00
21	Manhole and connection details			2.00	6.00	8.00				0.00	8.00
22	Lea County Water / Sewer Extensions									0.00	10.00
23	Connection details			4.00	6.00	10.00				0.00	7.50
24	Plan & Profile Sheets (assume 1 sheet)			1.50	6.00	7.50				0.00	7.50
25	Gravity Plan & Profile Sheets (assume 1 sheet)			1.50	6.00	7.50				0.00	7.50
26	Project Manual					0.00				0.00	0.00
27	COH Boilerplate / Front Ends			12.00		12.00	4.00			4.00	16.00
28	Bid Form			2.00		2.00	1.00			1.00	3.00
29	Metals and Concrete Specifications			6.00		6.00	2.00			2.00	8.00
30	Earthwork and Trenching Specifications			8.00		8.00	2.50			2.50	10.50
31	Water Systems Specifications			12.00		12.00	3.00			3.00	15.00
32	Sanitary Sewerage Systems Specifications			12.00		12.00	3.00			3.00	15.00
33	Lift Station, Submersible Sewage Pumps, and Forcemain Piping Specifications			16.00		16.00	4.00			4.00	20.00
34	NMDOT Permitting / Application Coordination			2.00	2.00	4.00				0.00	4.00
35	Cost opinion			2.00	8.00	10.00				0.00	10.00
36	Internal QA/QC Review		9.00			9.00		8.00		8.00	17.00
37	Prepare NMED DWB application package			2.00	4.00	6.00				0.00	6.00
38	Electronic submittal of Preliminary Design Documents (Plans, Tech Specs, Cost Opinion)			4.00	4.00	8.00	2.00			2.00	10.00
39	Review Meeting with COH (Adobe Connect)			2.00	2.00	4.00	0.25		1.00	0.25	4.25
40	Order Wage Rates			0.50		0.50				0.00	1.50
41	Project Management			24.00		24.00				0.00	24.00
42	Quality Assurance	8.00				8.00		4.00		4.00	12.00
	Subtotal Hours Pre-Final Design (90%)	8.00	9.00	173.25	211.00	401.25	22.75	12.00	1.00	35.75	437.00
	Subtotal Fees Pre-Final Design (90%)	\$1,688.00	\$1,593.00	\$22,002.75	\$19,623.00	\$44,906.75	\$1,228.50	\$1,056.00	\$93.00	\$2,377.50	\$47,284.25

**WATER RESOURCES MANHOOR ESTIMATE**  
**Sewer and Water Extension - Design**  
**City of Hobbs**  
**Scout Riehm**

# MOLZENCORBIN

No.	Project Task	WATER RESOURCES				ADMINISTRATION				Grand Totals
		Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	
<b>III.</b>	<b>Bidding Documents (100%)</b>									
1	Respond to NMED DWB/COH comments			6.00		6.00	2.00			8.00
2	Drawing Revisions			6.00	10.00	16.00				16.00
3	Technical Specification Revisions			10.00		10.00	2.00			12.00
4	Front End Revisions			10.00		10.00	2.00			12.00
5	Develop advertisement schedule			1.00		1.00				1.00
6	Prepare final construction documents for advertisement			6.00	6.00	12.00	2.00			14.00
7	Electronic submittal of Construction Documents			2.00		2.00				2.00
8	<b>Project Management</b>			4.00		4.00				4.00
9	<b>Quality Assurance</b>	2.00				2.00	2.00			4.00
	Subtotal Hours Bidding Documents (100%)	2.00	0.00	45.00	16.00	63.00	8.00	2.00	0.00	73.00
	Subtotal Fees Bidding Documents (100%)	\$422.00	\$0.00	\$5,715.00	\$1,488.00	\$7,625.00	\$432.00	\$176.00	\$0.00	\$8,233.00
<b>IV.</b>	<b>Bidding/Award</b>									
1	Bid Advertisement Coordination			0.25		0.25				0.25
2	Distribution Coordination with ARI			0.25		0.25	1.00			1.25
4	Pre-Bid Conference			12.00		12.00				12.00
3	Addenda			4.00		4.00	2.00			6.00
5	Bid Evaluation, Tabulation, and Info for Award			0.50		0.50	1.00		1.00	2.50
7	Prepare Notice of Award for Contractor			0.25		0.25			1.00	1.25
9	Coordination with COH			2.00		2.00				2.00
10	<b>Project Management</b>			3.00		3.00				3.00
11	<b>Quality Assurance</b>	2.00				2.00				2.00
	Subtotal Hours Bidding/Award	2.00	0.00	22.25	0.00	24.25	4.00	0.00	2.00	30.25
	Subtotal Fees Bidding/Award	\$422.00	\$0.00	\$2,825.75	\$0.00	\$3,247.75	\$216.00	\$0.00	\$186.00	\$3,649.75
	Total Labor Hours	20.00	9.00	360.50	306.00	695.50	37.00	14.00	3.00	749.50
	Standard Billing Rate or Fee	\$211.00	\$177.00	\$127.00	\$93.00		\$54.00	\$88.00	\$93.00	
	Fee Dollars	\$4,220.00	\$1,593.00	\$45,783.50	\$28,458.00	\$80,054.50	\$1,998.00	\$1,232.00	\$279.00	\$83,563.50





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: AUGUST 19, 2019

**SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE CES Contract to replace all network cabling and equipment throughout the Police Department and EAGLE IC.**

DEPT. OF ORIGIN: **Hobbs Police Department**  
DATE SUBMITTED: **August 12, 2019**  
SUBMITTED BY: **Acting Chief Brian Dunlap**

Summary: The continuous advancements in technology demand a high-speed, secure infrastructure capable of supporting and the ever-growing number of connected devices and increases in bandwidth requirements. Hobbs Police Department has outgrown its current infrastructure with many of the network infrastructure nearing end of life and/or end of support. Similar to expanding a highway with additional lanes, the proposed network upgrade will alleviate network traffic bottlenecks allowing more network traffic through while simultaneously improving the flow of network traffic. In addition, the proposed network upgrade brings new security appliances that will provide new capabilities such as the ability to meet requirements needed to begin running NCIC checks through the Eagle IC and encrypting network traffic to and from the Lea County Communication Authority. This will all be completed with a CES Contract with IT Connect, Contract # CES15-022BC1010-ALL

Fiscal Impact: **\$433,090.05**

Reviewed By:   
Finance Department

Attachments:

**IT Connect Quote/Diagrams/CES Contract**

Legal Review:

Approved As To Form:   
City Attorney

**This agreement was reviewed by the City Attorney**

Recommendation:

**Motion authorizing the Mayor to approve a CES Contract between between the City of Hobbs and IT CONNECT**

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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





## **Sales Quotation**

**Hobbs Police Department - Network and Server Hardware and Configuration (5yr)**

*Prepared For*  
City of Hobbs

*By*  
Paul Vigil

08 August 2019



August 8, 2019

Hobbs Police Department

Re: Hobbs Police Department and Eagle Building

To Whom it May Concern,  
ITConnect, Inc. is pleased to provide a quote for the above referenced project.

ITConnect will furnish all labor, material, tools and equipment to install, terminate and test the following:

- Install, terminate and test Category 6 cabling to data drop locations as indicated on shop drawings in either existing data locations or new cut-in locations if necessary.
- Install, terminate and test Category 6A cabling to data drop locations in floor outlets as indicated on shop drawings in the Eagle center.
- Install, terminate, and test Category 6A cabling to wireless access point locations as indicated on shop drawings.
- Install, terminate and test a 24-strand single mode fiber optic cable from Rm 134 IDF to new MDF located across from meeting Rm 165.
- Install, terminate and test a 24-strand single mode fiber optic cable from new MDF to newly constructed IDF on CID floor located adjacent to Rm 209.
- Work with Hobbs IT department and telecom providers to consolidate police and provider network equipment.

ITConnect will furnish all labor, material, tools for installing:

- One new data rack with two vertical managers between existing data racks in new MDF
- One new data rack with two vertical managers in newly constructed IDF on CID floor
- One new Vertical manager on equipment rack in Eagle IDF
- Ladder rack and fittings to allow for cable routing to these new data racks

ITConnect will furnish all labor, material, tools for installing:

- 8 USB Connections from Eagle center furniture to IDF
- 24 HDMI Connections from Eagle center furniture to IDF
- 8 HDMI Connections from IDF to AV Closet

ITConnect will furnish labor, material, and tools for:

- Removal of existing cabling once new data cabling is in place and new network is active.
- Cleanup of racks and cabling in Rm 134 leaving only required connections in cabinets and enclosed fiber housings after new network is active
- Cleanup of racks and cabling in new MDF
- Cleanup of racks and cabling in Eagle IDF, removal of old telephone equipment once we work with Hobbs IT department and determine it to be 100% inactive.

Our price for the premise distribution portion of this project with the added paging system **\$ 265,704.00**

Clarifications and exclusions:

- Assumes all work will be performed during normal business hours (Monday – Friday, 7am to 3:30pm)
- Assumes no overtime work
- Assumes construction of new IDF is by others with the exception of the ladder racks and equipment racks.
- Assumes ¾" fire rated plywood is by others
- Assumes this scope letter will be included in any subcontract award as an exhibit
- ITConnect will terminate, test and label per the specifications

*7505 Mallard Way Suite F, Santa Fe, NM 87507*

- ITConnect will need to temporarily leave some cabling exposed throughout the building to keep old network active while installing the new cabling.

## NETWORK – HARDWARE

ITConnect will install and configure

- 16 Meraki Wireless Access Points as indicated on shop drawings
  - 5 Meraki Switches in new upstairs IDF
  - 2 Tripp Lite UPS in new upstairs IDF
  - 2 Tripp Lite Horizontal Power Distribution Units in new upstairs IDF
  - 3 Meraki Switches in Eagle IDF
  - 2 Tripp Lite UPS in Eagle IDF
  - 2 Tripp Lite Horizontal Power Distribution Units in Eagle IDF
  - 7 Meraki Switches in MDF
  - 4 Tripp Lite UPS in MDF
  - 4 Tripp Lite Horizontal Power Distribution Units in MDF
- 
- 2 Meraki MX250 Security Appliance (Firewall) in MDF
    - ITConnect will work with designated ISPs (Leeco, TDS, etc.) to size and configure appropriate connections to Internet and remote sites.
  - 1 Meraki MX67 Security Appliance at LCCA
    - Configured for encrypted site-to-site tunnel

Our price for the service delivery portion of this project      \$ 167,386.05

Total cost for the above referenced project \$ 433,090.05

Please let me know if you have any questions or concerns. Thank you for the opportunity to bid this project for you.

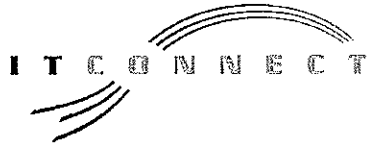
Sincerely,



**Matthew Logghe** *Project Estimator (505) 428-2828 Ext 150*

**Salvador Sandoval** *Network Engineer (505) 428-2828 Ext 137*

**Paul Vigil** *Regional Account Manager (505) 428-2828 Ext 139*



**Sales Representative**  
 Paul Vigil  
 pvigil@itconnectinc.com  
 Phone: (505) 428-2828 EXT 139  
 Fax:

Date: August 08, 2019  
 Quote Expires: 90 day(s)

**Proposal # 002286-R0**

**Bill to:**  
 City of Hobbs  
 200 East Broadway St  
 Hobbs, New Mexico 88240  
 Shane Blevins  
 575-397-9256  
 sblevins@hobbsnm.org

**Ship to:**  
 City of Hobbs  
 200 East Broadway St  
 Hobbs, New Mexico 88240  
 Shane Blevins  
 575-397-9256  
 sblevins@hobbsnm.org

<b>SECURITY APPLIANCE (FIREWALL)</b>				
Model	Description	Unit Price	Qty	Total Extended
MX250-HW	Cisco Meraki MX250 Cloud Managed - Security appliance MSRP \$9,995	6,937.65	2	\$13,875.30
LIC-MX250-SEC-5YR	Cisco Meraki Advanced Security - Subscription license and support (5 years) for MX250 MSRP \$30,000	19,666.67	1	\$19,666.67
MA-SFP-1GB-LX10-AO	AddOn Meraki MA-SFP-1GB-LX10 Compatible SFP Transceiver - 1GB - LC single-mode	50.37	4	\$201.48
ADD-LC-LC-1M9SMF	LC to LC - 1 m - Fiber Patch Cable - 9 / 125 micron - OS1 - single-mode	9.21	4	\$36.84
MA-CBL-TA-1M-AO	AddOn Meraki 10Gb Twinax Cable with SFP+ Modules, 1m	30.13	8	\$241.04
MX67-HW	Cisco Meraki MX67 - Security appliance MSRP \$695	393.83	1	\$393.83
LIC-MX67-SEC-5YR	Cisco Meraki Advanced Security - Subscription license and support 5yr for MX67 MSRP \$2,100	1,376.67	1	\$1,376.67
NOTE	MX67 required for encrypted tunnel to LCCA	0.00	1	\$0.00
<b>SUBTOTAL</b>				<b>\$35,791.83</b>

<b>SWITCHES - MDF CORE</b>				
Model	Description	Unit Price	Qty	Total Extended
MS425-16-HW	Cisco Meraki MS425-16 Layer 3 Switch - 16x10Gigabit SFP+, 2x40Gigabit QSFP+ MSRP \$14,000.00	9,177.78	2	\$18,355.56
MA-PWR-250WAC	Merakir 250W power supply for MS425-16	378.12	2	\$756.24
LIC-MS425-16-5YR	Cisco Meraki 5yr License and Support for MS425-16 MSRP \$2,470	1,618.89	2	\$3,237.78
MA-SFP-1GB-TX-AO	AddOn Meraki MA-SFP-1GB-TX Transceiver - GigE - 1000Base-TX - RJ-4	48.58	4	\$194.32
MA-CBL-40G-50CM-AO	AddON Cisco Meraki MA-CBL-40G-50CM compatible 40Gb stacking cables	52.81	2	\$105.62



MA-SFP-10GB-LR-AO	Cisco Meraki MA-SFP-10GB-LR - 10Gb Transciever - single-mode	433.79	8	\$3,470.32
ADD-LC-LC-1M9SMF	LC to LC - 1 m - Fiber Patch Cable - 9 / 125 micron - OS1 - single-mode	9.21	8	\$73.68
			<b>SUBTOTAL</b>	<b>\$26,193.52</b>

Model	Description	Unit Price	Qty	Total Extended
MS225-48FP-HW	Cisco Meraki MS225-48FP - 48port Gig Switch + 4x10Gigabit SFP+ - PoE+ (740 W) MSRP \$7770	5,393.29	2	\$10,786.58
LIC-MS225-48FP-5YR	Cisco Meraki 5yr License and Support for MS225-48FP MSRP \$1320	973.50	2	\$1,947.00
MA-CBL-40G-50CM-AO	AddON Cisco Meraki MA-CBL-40G-50CM compatible 40Gb stacking cables	56.90	4	\$227.60
MA-CBL-40G-1M-AO	AddON Cisco Meraki MA-CBL-40G-1M compatible 40Gb stacking cables - 1m	107.96	1	\$107.96
MA-CBL-TA-1M-AO	AddOn - Meraki Compatible 10GB SFP+ Direct Attach Cable - 3.3 FT	33.90	2	\$67.80
NOTE	Use existing - Qty. 2 - MS225-48LP and Qty.1 -MS225-24P	0.00	1	\$0.00
			<b>SUBTOTAL</b>	<b>\$13,136.94</b>

Model	Description	Unit Price	Qty	Total Extended
SMART1000RM 2U	Tripp Lite UPS Smart 2U - UPS - AC 120v - 800w - 1000va	463.48	4	\$1,853.92
PDU1220	Tripp Lite PDU Basic 120V 2.4kW 20A 5-15/20R 13 Outlet 5-20P Horizontal 1U	109.68	4	\$438.72
			<b>SUBTOTAL</b>	<b>\$2,292.64</b>

Model	Description	Unit Price	Qty	Total Extended
MS225-48FP-HW	Cisco Meraki MS225-48FP - 48port Gig Switch + 4x10Gigabit SFP+ - PoE+ (740 W) MSRP \$7770	5,093.67	5	\$25,468.35
LIC-MS225-48FP-5YR	Cisco Meraki 5yr License and Support for MS225-48FP MSRP \$1320	864.44	5	\$4,322.20
MA-CBL-40G-50CM-AO	AddON Cisco Meraki MA-CBL-40G-50CM compatible 40Gb stacking cables	50.58	4	\$202.32
MA-CBL-40G-1M-AO	AddON Cisco Meraki MA-CBL-40G-1M compatible 40Gb stacking cables - 1m	95.97	1	\$95.97
MA-SFP-10GB-LR-AO	Cisco Meraki MA-SFP-10GB-LR - 10Gb Transciever - single-mode	433.79	2	\$867.58



ADD-LC-LC-1M9SMF	LC to LC - 1 m - Fiber Patch Cable - 9 / 125 micron - OS1 - single-mode	9.21	2	\$18.42
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**SUBTOTAL \$30,974.84**

**UPS - UPSTAIRS ID1**

Model	Description	Unit Price	Qty	Total Extended
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SMART1000RM 2U	Tripp Lite UPS Smart 2U - UPS - AC 120v - 800w - 1000va	463.48	2	\$926.96
PDU1220	Tripp Lite PDU Basic 120V 2.4kW 20A 5-15/20R 13 Outlet 5-20P Horizontal 1U	109.68	2	\$219.36

**SUBTOTAL \$1,146.32**

**SWITCHES - EAGLE**

Model	Description	Unit Price	Qty	Total Extended
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MS350-24X-HW	Cisco Meraki MS350-24X Switch - 8x mGig, 16x1Gb, 4x10Gb SFP+ ports	4,913.39	2	\$9,826.78
LIC-MS350-24X-5YR	Cisco Meraki 5yr License and Support for MS350-24X MSRP \$1,350	885.00	2	\$1,770.00
MA-SFP-10GB-LR-AO	AddOn Meraki MA-SFP-10GB-LR Compatible SFP+ Transceiver	435.20	2	\$870.40
ADD-LC-LC-1M9SMF	LC to LC - 1 m - Fiber Patch Cable - 9 / 125 micron - OS1 - single-mode	9.21	8	\$73.68
NOTE	Use existing purchased Qty. 1 - MS350-LP	0.00	1	\$0.00

**SUBTOTAL \$12,540.86**

**UPS - EAGLE**

Model	Description	Unit Price	Qty	Total Extended
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SMART1000RM 2U	Tripp Lite UPS Smart 2U - UPS - AC 120v - 800w - 1000va	463.48	2	\$926.96
PDU1220	Tripp Lite PDU Basic 120V 2.4kW 20A 5-15/20R 13 Outlet 5-20P Horizontal 1U	109.68	19	\$2,083.92

**SUBTOTAL \$3,010.88**

**WIRELESS ACCESS POINTS**

Model	Description	Unit Price	Qty	Total Extended
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MR33-HW	Cisco Meraki MR33 Cloud Managed Wireless Access Point - 802.11ac Wave 2 MSRP \$649	338.92	14	\$4,744.88
MR52-HW	Cisco Meraki MR52 - Wireless access point - 802.11ac Wave 2 MSRP \$1,399	916.67	2	\$1,833.34





LIC-ENT- 5YR	Cisco Meraki 5yr License and Support for Meraki MR MRSP \$450	295.00	16	\$4,720.00
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**SUBTOTAL \$11,298.22**

**PROFESSIONAL SERVICES**

Model	Description	Unit Price	Qty	Total Extended
PROSRV	Configuration of network equipment	31,000.00	1	\$31,000.00

**SUBTOTAL \$31,000.00**

**PREMISE DISTRIBUTION SERVICES**

Model	Description	Unit Price	Qty	Total Extended
PREMISE SERVICES	Cabling / Installation total cost	235,270.00	1	\$235,270.00

**SUBTOTAL \$235,270.00**

**PAGING SYSTEM**

Model	Description	Unit Price	Qty	Total Extended
PAGING SYSTEM	Bogen Paging System with Installation	30,434.00	1	\$30,434.00

**SUBTOTAL \$30,434.00**

Comments:  
CES Contract # 15-022B-C1010-ALL

Subtotal: **\$433,090.05**

Tax: **2,615.63**

**Total: \$435,705.68**

## Photos of Installed Inside Wiring Category

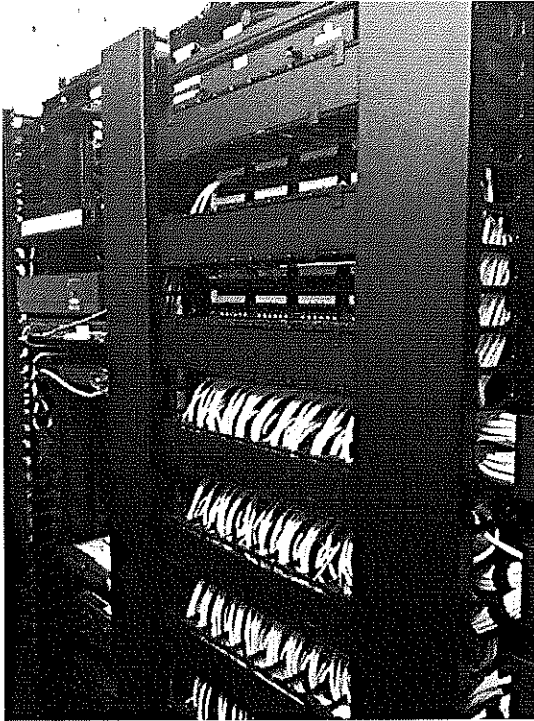


Figure 5 – Aspen Community School

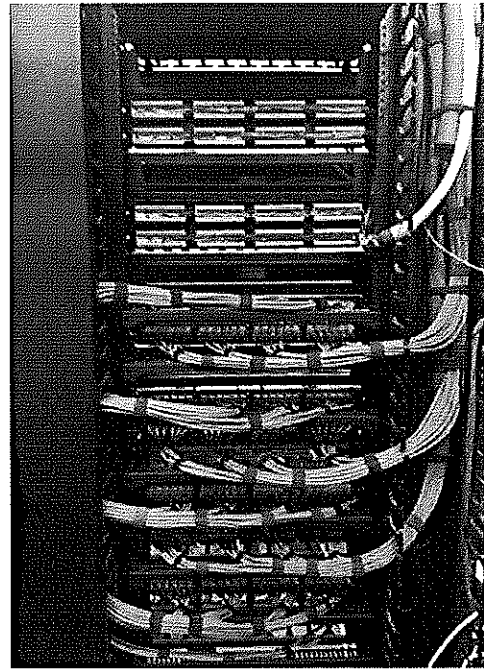


Figure 6 – Aspen Community School

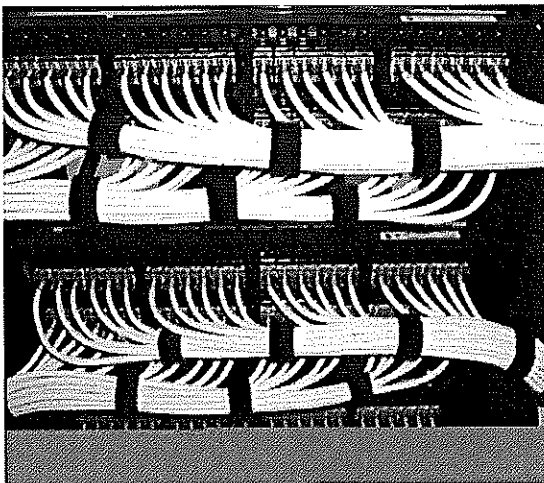


Figure 7 – United States Forest Service

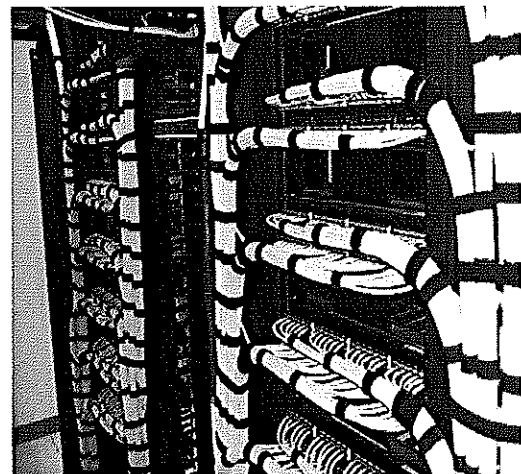


Figure 8 – United States Forest service

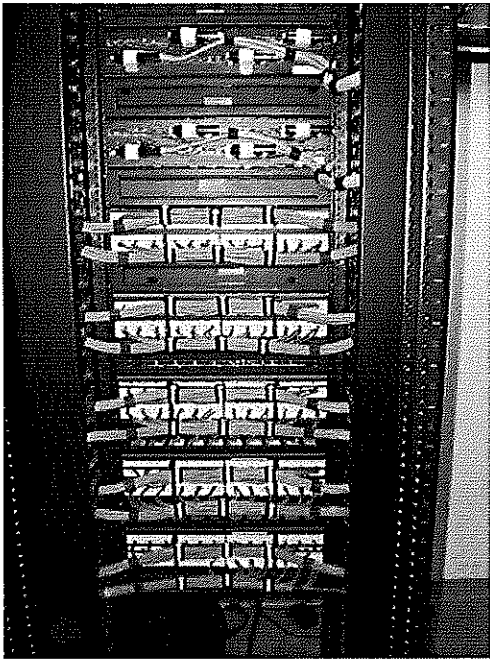


Figure 9 – UNM Taos

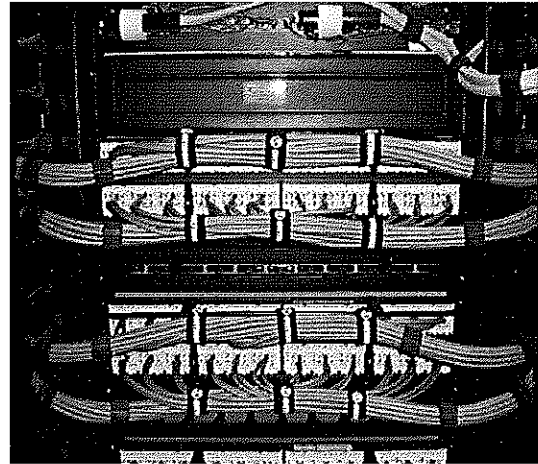


Figure 10 – UNM Taos

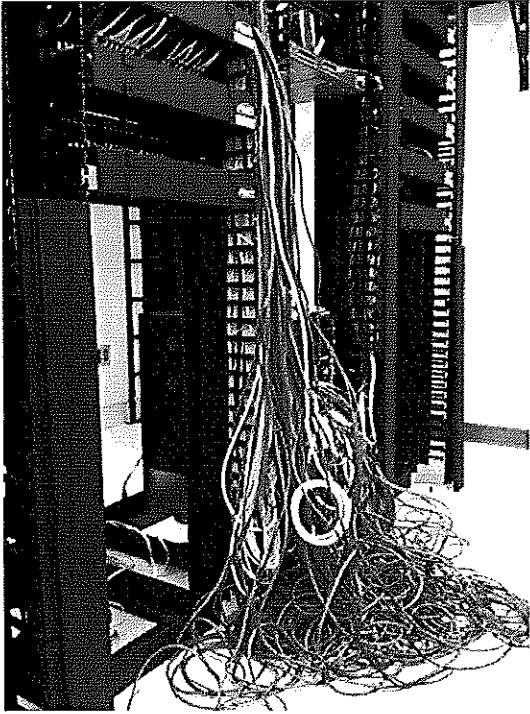


Figure 11 – UNM Taos

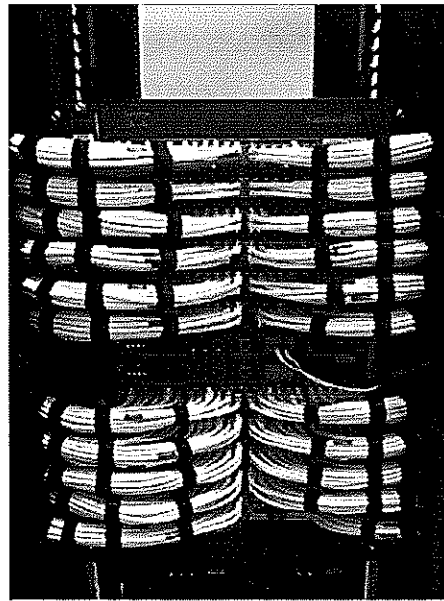
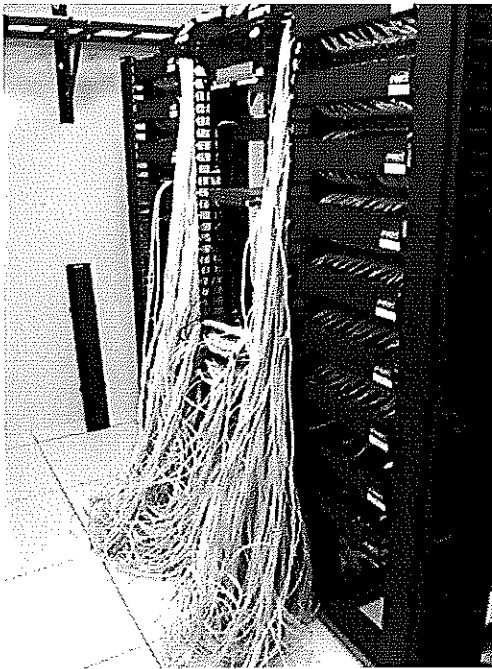
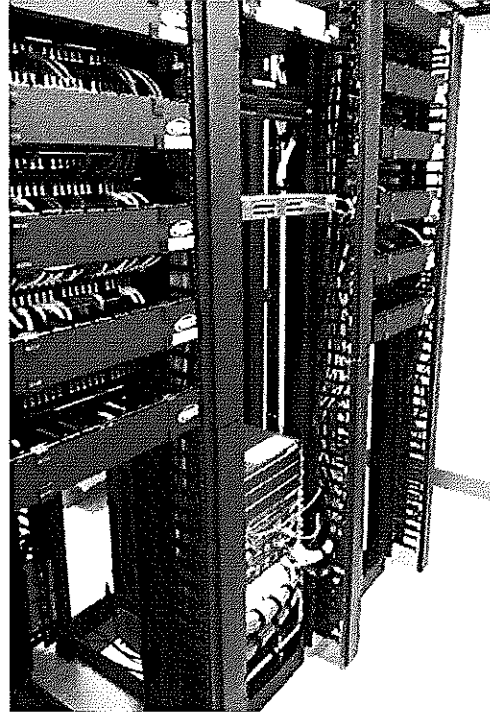


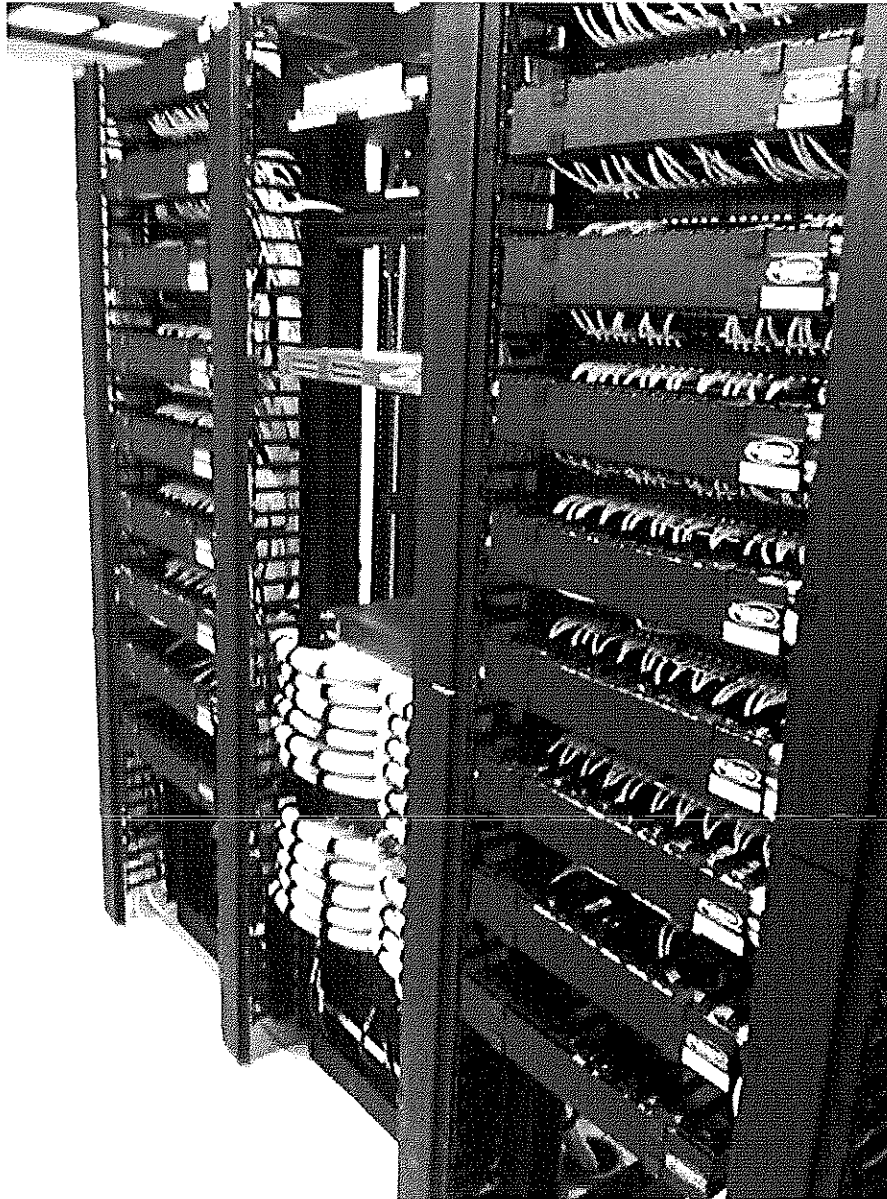
Figure 12 – UNM Taos

Before



After







# QUOTE

Quote #	2163
DATE	5/21/2019
Project	Paging System
CUSTOMER Order #	
SALES REP	Paul V
PHONE	505-428-2828
FOB	

PHONE (505) 428-2828  
 FAX (505) 455-7925  
 EMAIL

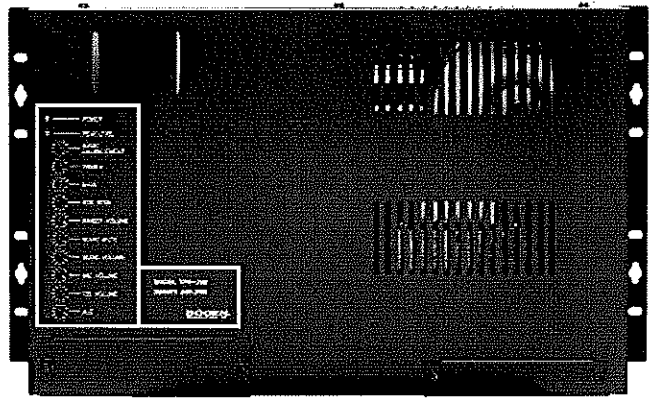
CES Contract #	15-022B-C1010-ALL
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ITConnect, Inc  
 7505 Mallard Way, Suite F  
 Santa Fe, NM 87507  
[www.itconnectinc.com](http://www.itconnectinc.com)

CUSTOMER		Quote Description		
Hobbs PD		Paging System		
ADDRESS 300 N. Turner				
CITY STATE ZI Hobbs NM 88240				
PHONE 575-397-9256				
Item Number	DESCRIPTION	QTY	Unit Cost	Ext Cost
1	Bogen Amplifier	1	597.00	\$ 597.00
2	Bogen Speaker	48	29.00	\$ 1,392.00
3	Bogen Tile Bridge	48	7.50	\$ 360.00
4	Bogen Volume Control	48	31.25	\$ 1,500.00
5	0	0	0.00	\$ -
6	Belden 18/2 shielded cable	4000	187.50	\$ 750.00
7	0	0	0.00	\$ -
8	J-Hooks	100	6.56	\$ 656.25
9	0	0	0.00	\$ -
10	Low Voltage Mounting Bracket	50	1.88	\$ 93.75
11	Push in Connectors (Box of 100)	2	18.75	\$ 37.50
12	0	0	0.00	\$ -
13	0	0	0.00	\$ -
14	0	0	0.00	\$ -
15	Configuration NOTE:	0	0.00	\$ -
16	0	0	0.00	\$ -
17	Customer tohand off Analog single pair single from	0	0.00	\$ -
18	radio system	0	0.00	\$ -
19	0	0	0.00	\$ -
20	0	0	0.00	\$ -
21	0	0	0.00	\$ -
22	0	0	0.00	\$ -
23	0	0	0.00	\$ -
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38	0	0	0.00	\$ -
39	0	0	0.00	\$ -
40	0	0	0.00	\$ -
41	0	0	0.00	\$ -
42	0	0	0.00	\$ -
43	0	0	0.00	\$ -
44	0	0	0.00	\$ -
Material Subtotal				\$ 5,386.50
<b>Labor</b>				
Installation		1	\$ 18,548.93	\$ 18,548.93
				Subtotal \$ 23,935.43
				Sales Tax 8.4375% \$ 1,565.07
<b>TOTAL</b>				<b>\$ 30,887.00</b>

# Telephone Paging Amplifiers

Models  
TPU35B, TPU60B,  
TPU100B, & TPU250



TPU250 pictured

---

**Description** Bogen models TPU35B, TPU60B, TPU100B, and TPU250 are wall-mounted telephone paging amplifiers rated at 35, 60, 100, and 250 watts, respectively. All models can also be rack-mounted\*. These TPU amplifiers permit paging from telephone and/or microphone; music input through an RCA jack or screw terminals; and voice-activated, variable level, music mute with fade back after page. These TPU amps include a night ringer which sends an electronic ringing tone signal through all speakers, alerting personnel of incoming calls. Jacks are also provided to bridge two TPU amplifiers to double the number of inputs and output power.

\* B-Models require accessory kit.

- 
- Features**
- 35, 60, 100, and 250-watt models
  - Inputs for 600-ohm balanced telephone line, Lo-Z balanced microphone, and background music
  - Music input (RCA jack or screw terminals)
  - Integral automatic level control (ALC) circuit for controlling pages made by persons with varying voice levels and paging techniques
  - Page from telephone and/or microphone
  - Signal-activated paging channel automatically mutes background music
  - Adjustable background music muting level during a page
  - Music gradually returns to its normal level after a page
  - Audio Enhancement circuit increases intelligibility, improves perceived loudness (with no increase in power), and reduces listener fatigue
  - Separate controls for page volume, music volume, night ringer, music mute, and Audio Enhancement
  - Bass and treble controls
  - Built-in night ringer activated by contact closure or by 90V ring signal
  - Balanced or unbalanced 16-ohm, 25V, 25V CT, and 70V outputs are available for the TPU35B/60B/100B models; 25V and 70V outputs are available on the TPU250
  - VOX sensitivity level control eliminates accidental transmission of background noise from a paging telephone
  - Thermal and electronic overload protection
  - Jacks provided for bridging additional TPU amplifiers
  - Brackets are attached to each model for easy wall mounting; the TPU250 can also be rack-mounted with included brackets; TPU-B models can be rack-mounted with RPK82 mounting kit (sold separately)
  - Peak level indicator lights when amplifier is driven into clipping
  - 120V AC, 60 Hz power source
  - Listed to UL Standard 60065 for U.S. & Canada

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Part No. 54-7836-02E 1101

## Technical Specifications

<b>Power Output:</b>	<i>TPU35B</i> : 35W RMS; <i>TPU60B</i> : 60W RMS; <i>TPU100B</i> : 100W RMS; <i>TPU250</i> : 250W RMS
<b>Frequency Response:</b>	70 Hz to 15k Hz $\pm 1$ dB
<b>Distortion:</b>	Less than 1%
<b>Hum &amp; Noise:</b>	(20 Hz to 20 kHz) <i>MUSIC</i> : -70 dB; <i>TEL</i> : -70 dB; <i>MIC</i> : -55 dB
<b>Sensitivity:</b>	<i>MUSIC</i> : 85mV; <i>TEL</i> : -20 dBm (77mV); <i>MIC</i> : 600 $\mu$ V
<b>Tone Control:</b>	<i>BASS</i> : $\pm 9$ dB @ 100 Hz; <i>TREBLE</i> : $\pm 9$ dB @ 10 kHz
<b>Regulation:</b>	2 dB
<b>Inputs:</b>	<i>TEL</i> : 600-ohm balanced line, transformer-isolated <i>MUSIC</i> : Hi-Z source, RCA jacks or screw terminals <i>MIC</i> : Lo-Z balanced, screw terminal connection (dynamic only) <i>MUSIC MUTE</i> : Mutes music when shorted <i>CONTACT RING</i> : Sounds night ringer tone when customer-supplied dry contacts are closed <i>TEL RING</i> : Sounds night ringer in response to 90V ring signal <i>BRIDGING</i> : Permits bridging of two amplifiers
<b>Outputs:</b>	25V, 25VCT, and 70V, 16 ohms balanced or unbalanced for 35/60/100-watt models; 25V and 70V for TPU250. Provision for WMT1A line-matching transformer
<b>Controls &amp; Indicators:</b>	POWER & PEAK LEVEL LED indicators. ENHANCE, TREBLE, BASS, VOX SENS, RINGER VOLUME, MUSIC MUTE, MUSIC VOLUME, MIC VOLUME, TEL VOLUME, ALC controls (screwdriver-adjustable)
<b>Overload Protection:</b>	All models have thermal and electronic overload protection. <i>TPU35B</i> : 1.0A, 120V AC circuit breaker; <i>TPU60B</i> : 1.6A, 120V AC circuit breaker; <i>TPU100B</i> : 2.5A, 120V AC circuit breaker; <i>TPU250</i> : 6.0A slow blo fuse, 120V AC circuit breaker
<b>Power Requirements:</b>	(120V AC, 60 Hz) <i>TPU35B</i> : 0.75A; <i>TPU60B</i> : 1.5A; <i>TPU100B</i> : 2A; <i>TPU250</i> : 5A
<b>Thermal Emissions (Full Power):</b>	<i>TPU35B</i> : 166.3 BTU/hr.; <i>TPU60B</i> : 211.7 BTU/hr.; <i>TPU100B</i> : 396.2 BTU/hr.; <i>TPU250</i> : 853.8 BTU/hr.
<b>Finish:</b>	Black with silver lettering
<b>Dimensions:</b>	<i>TPU35/60/100B models</i> : 14-1/4" W x 8-3/8" H x 3-5/8" D <i>TPU250</i> : 19" W x 10-1/2" H x 3-7/8" D
<b>Product Weight:</b>	<i>TPU35B</i> : 12 lb.; <i>TPU60B</i> : 15 lb.; <i>TPU100B</i> : 18 lb.; <i>TPU250</i> : 28 lb.

## Architect and Engineer Specifications

The telephone paging amplifier shall be a Bogen Model \_\_\_\_, with a full power rating of \_\_\_\_ watts. (Specify: TPU35B/35 watts, TPU60B/60 watts, TPU100B/100 watts, TPU250/250 watts.) The amplifier shall provide a frequency response of  $\pm 1$ dB from 70Hz to 15kHz, and shall deliver rated power at less than 1% distortion.

The amplifier shall permit paging from telephone and/or microphone. The signal-activated paging channel shall automatically mute background music during a telephone page, eliminating the need for manual activation of switches and the use of external relays. Provision shall be included to set to mute the level of background music during a page. Music level shall be returned to its normal level after a page.

The telephone paging channel shall have a VOX sensitivity adjustment to eliminate transmission of background noise, and automatic output leveling (ALC) to compensate for varying voice levels and paging techniques of persons using the system.

An Audio Enhancement circuit shall be included to regenerate the harmonics lost during the amplification process and improve intelligibility. A control shall be provided to set the level of this effect.

A night ringer shall be included to alert personnel of incoming calls. The night ringer shall be activated by a contact closure or by 90-volt ring signal from the telephone line.

Input terminals shall be furnished for a telephone line and Lo-Z balanced microphone. A choice of RCA jack or screw terminals shall be provided for the music source.

Terminals shall also be provided to control music muting, typically during a mic page, and for contact closure or ring signal activation of the night ringer. Bridging jacks shall be provided to bridge two TPU-series amplifiers.

Balanced or unbalanced outputs shall be provided for 16-ohm, 25V, 25VCT, and 70V speaker lines (for TPU250, 25V and 70V only). Provision shall be included to drive a 600-ohm telephone line, using an accessory line-matching transformer (Model WMT1A).

Individual controls shall be provided to set the telephone and mic page volume, music volume, night ringer volume, VOX sensitivity, and music mute level. Bass and treble controls shall permit tonal adjustments. An automatic level control (ALC) and VOX sensitivity control shall be included. A peak level indicator shall illuminate when the amplifier is driven into clipping. A power indicator shall also be provided. The amplifier shall operate from a 120V AC, 60Hz source, and shall be equipped with a resettable circuit breaker and thermal and electronic overload protection (TPU250 has a 6A slow-blo fuse).

Installation shall be facilitated by flanges with keyhole slots for mounting on a suitable backboard. Dimensions for the 35, 60, and 100 models shall be 14-1/4" W x 8-3/8" H x 3-5/8" D. Dimensions for the TPU250 shall be 19" W x 10-1/2" H x 3-7/8" D.

The amplifier shall carry the necessary safety agency listings for both U.S. and Canada.

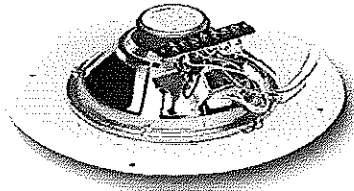
**BOGEN**  
COMMUNICATIONS, INC.

50 Spring Street, Ramsey, New Jersey 07446  
201-934-8500 • Fax: 201-934-9832

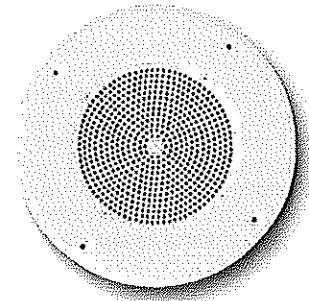
www.bogen.com



# Ceiling Speaker Grille Assemblies



S86T725PG8WBR



S86T725PG8WVK

## Description

Bogen's Ceiling Speaker Assemblies consist of an 8" Cone Speaker (S86 or S810) pre-assembled onto a 13" steel ceiling grille painted with off-white (PG8W) or bright white (PG8U) enamel. Options for these assemblies are recessed volume control (VR), volume control with knob (VK), and rear-mounted screw terminal strip for power taps (BR).

## Features

- 4-watt capacity
- 8" cone speaker for excellent audio quality
- 6 different power taps available (4, 2, 1, 1/2, 1/4, 1/8W)
- T725 4-watt transformer
- Off-white enamel over steel grille ("W" versions)
- Bright white enamel over steel grille ("U" versions)
- Pre-assembled for faster installation
- Works with both 70V and 25V amplifier outputs
- Available with volume control – recessed or with knob (VR and VK models only)
- Screw terminals (BR models only)
- 6 oz. or 10 oz. magnet weights

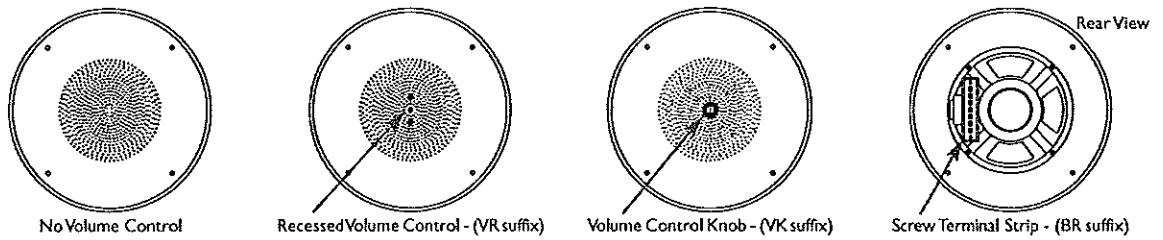
## Technical Specifications

Model	Power Taps (in Watts)	Frequency Response	Sensitivity (4 ft./1W)	Magnet Weight	No Volume Control	Recessed Volume Control (VR)	Volume Control w/Knob (VK)	Screw Terminals (BR)	Off-White (W)	Bright White (U)	Shipping Weight (6/Carton)	Dimensions
S86T725PG8W	4, 2, 1, 1/2, 1/4, 1/8 @ 25 & 70V	50 Hz- 12 kHz	95 dBspl	6 oz.	•				•		27 lb. / carton	13" Dia x 3-1/4" D
S86T725PG8WVR						•			•			
S86T725PG8WVK							•			•		
S86T725PG8WBR					•			•		•		
S86T725PG8WBRVR						•		•		•		
S86T725PG8WBRVK							•	•		•		
S86T725PG8U								•		27 lb. / carton		
S86T725PG8UVR						•		•				
S86T725PG8UVK							•	•				
S86T725PG8UBR						•		•	•	28 lb. / carton		
S86T725PG8UBRVR							•	•	•			
S86T725PG8UBRVK								•	•			
S810T725PG8W		70 Hz- 15 kHz	96 dBspl	10 oz.	•				•		30 lb. / carton	
S810T725PG8WVR						•			•			
S810T725PG8WVK							•			•		
S810T725PG8U	•									•		
S810T725PG8UVR									•			•
S810T725PG8UVK										•		•

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54-7777-08A 0808



## Ceiling Speaker Assembly Variations



### Architect and Engineer Specifications

**S86T725PG8W & Variations** The loudspeaker assembly shall be a Bogen model **S86T725PG8W** (or **S86T725PG8WVR**, **S86T725PG8WVK**, **S86T725PG8WBR**, **S86T725PG8WBRVR**, or **S86T725PG8WBRVK**), or equivalent, 8" cone-type loudspeaker, having a frequency response of at least 50 Hz to 12 kHz. Axial sensitivity shall be 95 dB, measured at 1-watt/4 feet. The loudspeaker shall have a 6 oz. ceramic magnet and a 3/4" voice coil. A transformer, capable of matching an 8-ohm loudspeaker to a 25-volt or 70-volt line, and providing power taps of 4, 2, 1, 1/2, 1/4, and 1/8 watts shall be included. The loudspeaker shall be assembled on a 13" steel ceiling grille, finished in off-white semi-gloss enamel. Assembly depth shall be 3-1/4". (For **S86T725PG8WVR** add) A recessed volume control shall be included.

(For **S86T725PG8WVK** add) A volume control knob shall be accessible from the front of the grille.

(For **S86T725PG8WBR** add) A terminal strip shall be included for connection of the audio line.

(For **S86T725PG8WBRVR** add) A terminal strip shall be included for connection of the audio line. A recessed volume control shall be included.

(For **S86T725PG8WBRVK** add) A terminal strip shall be included for connection of the audio line. A volume control knob shall be accessible from the front of the grille.

**S86T725PG8U & Variations** The loudspeaker assembly shall be a Bogen model **S86T725PG8U** (or **S86T725PG8UVR**, **S86T725PG8UVK**, **S86T725PG8UBR**, **S86T725PG8UBRVR**, or **S86T725PG8UBRVK**), or equivalent, 8" cone-type loudspeaker, having a frequency response of at least 50 Hz to 12 kHz. Axial sensitivity shall be 95 dB, measured at 1-watt/4 feet. The loudspeaker shall have a 6 oz. ceramic magnet and a 3/4" voice coil. A transformer, capable of matching an 8-ohm loudspeaker to a 25-volt or 70-volt line, and providing power taps of 4, 2, 1, 1/2, 1/4, and 1/8 watts shall be included. The loudspeaker shall be assembled on a 13" steel ceiling grille, finished in bright white semi-gloss enamel. Assembly depth shall be 3-1/4".

(For **S86T725PG8UVR** add) A recessed volume control shall be included.

(For **S86T725PG8UVK** add) A volume control knob shall be accessible from the front of the grille.

(For **S86T725PG8UBR** add) A terminal strip shall be included for connection of the audio line.

(For **S86T725PG8UBRVR** add) A terminal strip shall be included for connection of the audio line. A recessed volume control shall be included.

(For **S86T725PG8UBRVK** add) A terminal strip shall be included for connection of the audio line. A volume control knob shall be accessible from the front of the grille.

**S810T725PG8W & Variations** The loudspeaker shall be a Bogen model **S810T725PG8W** (or **S810T725PG8WVR**, or **S810T725PG8WVK**), or equivalent, 8" cone-type loudspeaker, having a frequency response of at least 70 Hz to 15 kHz. Axial sensitivity shall be 96 dB, measured at 1-watt/4 feet. The loudspeaker shall have a 10 oz. ceramic magnet and a 1" voice coil. A transformer, capable of matching an 8-ohm loudspeaker to a 25-volt or 70-volt line, and providing power taps of 4, 2, 1, 1/2, 1/4, and 1/8 watts shall be included. The loudspeaker shall be assembled on a 13" steel ceiling grille, finished in off-white semi-gloss enamel. Assembly depth shall be 3-1/4".

(For **S810T725PG8WVR** add) A recessed volume control shall be included.

(For **S810T725PG8WVK** add) A volume control knob shall be accessible from the front of the grille.

**S810T725PG8U & Variations** The loudspeaker shall be a Bogen model **S810T725PG8U** (or **S810T725PG8UVR**, or **S810T725PG8UVK**), or equivalent, 8" cone-type loudspeaker, having a frequency response of at least 70 Hz to 15 kHz. Axial sensitivity shall be 96 dB, measured at 1-watt/4 feet. The loudspeaker shall have a 10 oz. ceramic magnet and a 1" voice coil. A transformer, capable of matching an 8-ohm loudspeaker to a 25-volt or 70-volt line, and providing power taps of 4, 2, 1, 1/2, 1/4, and 1/8 watts shall be included. The loudspeaker shall be assembled on a 13" steel ceiling grille, finished in bright white semi-gloss enamel. Assembly depth shall be 3-1/4".

(For **S810T725PG8UVR** add) A recessed volume control shall be included.

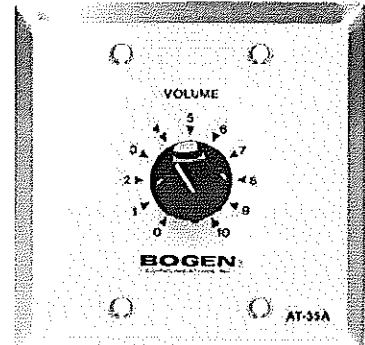
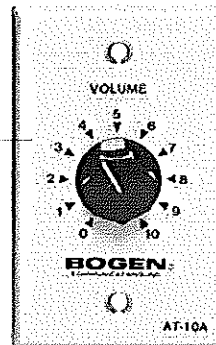
(For **S810T725PG8UVK** add) A volume control knob shall be accessible from the front of the grille.

**BOGEN®**  
**COMMUNICATIONS, INC.**

50 Spring Street, Ramsey, NJ 07446, U.S.A.  
Tel: 201-934-8500; FAX: 201-934-9832; www.bogen.com

# Attenuators for 25V/70V Speaker Line

Models AT10A, AT35A



**Description** The AT-Series of attenuators allows the output level of a network of 25V or 70V speakers to be controlled from a wall-mounted volume control, without affecting overall amplifier volume settings. The AT10A can handle speaker loads of up to 10W and the AT35A can handle speaker loads of up to 35W. Volume reduction takes place in 3 dB increments except for the two lowest settings, which provide 6 dB reduction increments. These rugged attenuators have 10 levels of sound control, plus an off setting.

- Features**
- Adjusts loudspeaker output levels on 25V and 70V systems
  - 2 models control up to 10-watt and 35-watt speaker systems
  - 10 attenuation steps and an off setting
  - Attenuation in 3 dB increments except for two lowest settings, which provide 6 dB reduction increments
  - Mounts in standard electrical box, single (AT10A) or double (AT35A)
  - Simple connections

Technical Specifications	Model:	AT10A	AT35A
	Speaker Types:	25V & 70V	25V & 70V
	Power Rating:	10 Watts	35 Watts
	Gang Box:	Single	Dual
	Dimensions:	2-3/4" W x 4-1/2" H x 2-3/4" D	4-5/8" W x 4-5/8" H x 3" D
	Product Weight:	13 oz.	14 oz.

**Architect & Engineer Specifications** The speaker line attenuator shall be a Bogen model (specify AT10A or AT35A), and shall permit setting the output level at loudspeakers on a 25V or 70V line without altering the amplifier volume setting. The attenuator shall provide a choice of 10 stops and an "off" position, and shall be capable of controlling up to 10-/35-watt speaker systems. The attenuator shall measure (2-3/4" W x 4-1/2" H x 2-3/4" D for AT10A or 4-5/8" W x 4-5/8" H x 3" D for AT35A) and weigh (13 oz. for AT10A or 14 oz. for AT35A).



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54-8023-33C 1202



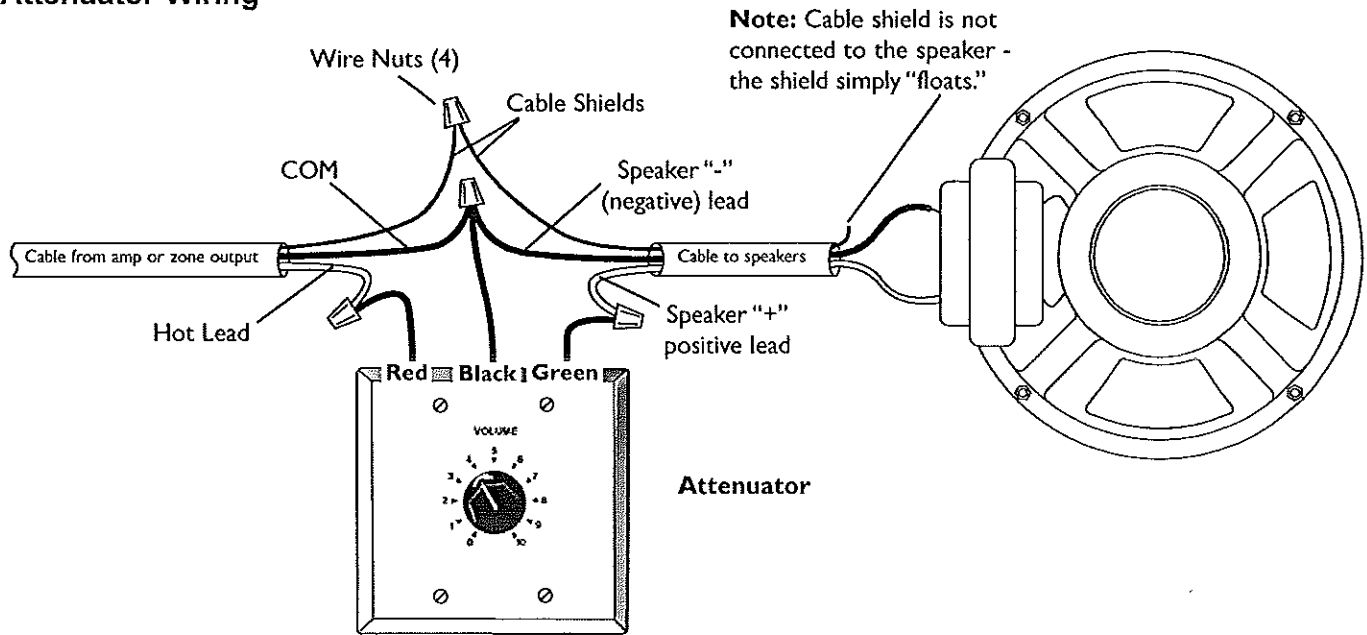
# Attenuators For 25V/70V Speaker Line Models AT10A and AT35A

## Installation and Use Manual

### Speaker Installation

These 10-step plus "off" speaker attenuators allow the volume of a network of 25V or 70V speakers to be controlled from a remote location. The AT10A attenuator can handle speaker loads of up to 10W (max.) and the AT35A attenuator can handle speaker loads of up to 35W (max.). The AT10A fits into a single gang electrical box and the AT35A into a double gang electrical box. Volume reduction takes place in 3 dB increments except for the 2 lowest settings, which provide 6 dB reduction increments. A speaker "off" ("0") position is also provided.

### Attenuator Wiring

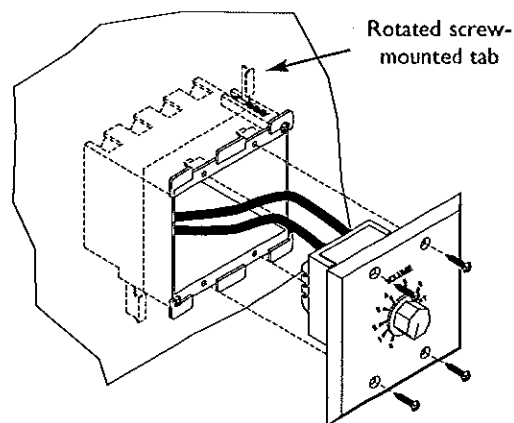
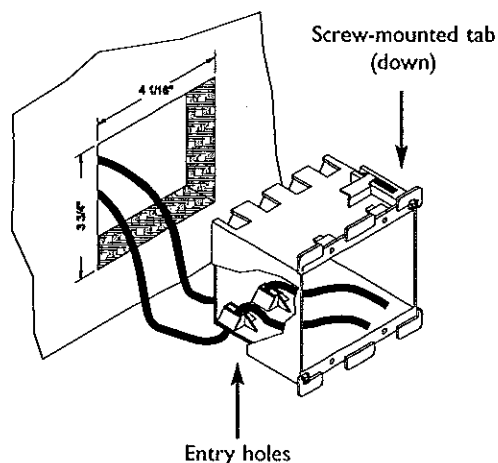


### Attenuator Settings

STEP	ATTENUATION
10	0 dB (Full Volume)
9	-3 dB
8	-6 dB
7	-9 dB
6	-12 dB
5	-15 dB
4	-18 dB
3	-21 dB
2	-27 dB
1	-33 dB
0	Speaker Off

## Attenuator Installation

- 1) Cut a rectangular hole 4-1/8" wide and 3-3/4" high in the sheetrock where the attenuator is to be mounted.
- 2) Pull approximately 12" of the amplifier and speaker cables through the hole.
- 3) Push each of the separate cables through the electrical box entry holes and pull about 6" of cable out of the front of the box.
- 4) Rotate the two screw-mounted tabs down against the box and slide the electrical box into the opening until it stops against the wall.
- 5) Begin to tighten both of the electrical box screws until the box is held firmly in the wall. Rotate the clips on the screws into place and clamp the box against the wall.
- 6) Make all the necessary electrical connections as shown in the "Attenuator Wiring" section on the front of this sheet.
- 7) Remove the protective plastic film covering from the attenuator face plate.
- 8) Mount the attenuator to the electrical box using the 4 screws provided. Using a Phillips head screwdriver, screw the attenuator into place.



## Limited Warranty

The AT10A and AT35A are warranted to be free from defects in material or workmanship for two (2) years from the date of sale to the original purchaser. Any part of the product covered by this warranty that, with normal installation and use, becomes defective will be repaired or replaced by Bogen, at our option, provided the product is shipped insured and prepaid to: Bogen Factory Service Department, 50 Spring Street, Ramsey, NJ 07446, USA. The product will be returned to you freight prepaid. This warranty does not extend to any of our products that have been subjected to abuse, misuse, improper storage, neglect, accident, improper installation or have been modified or repaired or altered in any manner whatsoever, or where the serial number or date code has been removed or defaced.

**THE FOREGOING LIMITED WARRANTY IS BOGEN'S SOLE AND EXCLUSIVE WARRANTY AND THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY. BOGEN MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.** Bogen's liability arising out of the manufacture, sale or supplying of products or their use or disposition, whether based upon warranty, contract, tort or otherwise, shall be limited to the price of the product. In no event shall Bogen be liable for special, incidental or consequential damages (including, but not limited to, loss of profits, loss of data or loss of use damages) arising out of the manufacture, sale or supplying of products, even if Bogen has been advised of the possibility of such damages or losses. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Products that are out of warranty will also be repaired by the Bogen Factory Service Department -- same address as above or call 201-934-8500. The parts and labor involved in these repairs are warranted for 90 days when repaired by the Bogen Factory Service Department. All shipping charges in addition to parts and labor charges will be at the owner's expense. All returns require a Return Authorization number.

08/10/2004

**BOGEN®**  
**COMMUNICATIONS, INC.**

50 Spring Street, Ramsey, NJ 07446, U.S.A.  
Tel. 201-934-8500, Fax: 201-934-9832, [www.bogen.com](http://www.bogen.com)



COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

ITCONNECT, INC.

and

Cooperative Educational Services

Said Contract(s) being numbered:

15-022B-C1010-ALL Low Voltage Systems Products and Construction Services for Intercom Systems, Sounds, Video, Voice, Data Collection and Distribution, Clock Systems, Cameras, Camcorders, VCRs, Projectors

The existing Contract initially commenced on October 26, 2015 and will expire on October 26, 2017. The Term of Contract and Extension in 2015-022 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through October 25, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until October 26, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2015-022 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature [Signature] Date August 07, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 8-7-2017
Printed Name [Signature] Title Resident

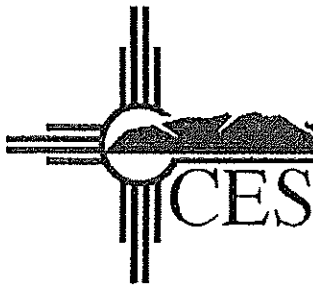
NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 10/25/17

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 10/26/2017

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

"Your New Mexico Procurement Partner Since 1979"



# COOPERATIVE EDUCATIONAL SERVICES

## EXTENSION OF CONTRACT

made by and between  
ITCONNECT, INC.  
and  
Cooperative Educational Services

Said Contract(s) being numbered:  
16-023B-C102-ALL Interactive Classroom Technology and Related Products

The existing Contract initially commenced on July 8, 2016 and will expire on July 7, 2017. The Term of Contract and Extension in 2016-023 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through July 7, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until July 7, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-023 RFP C

### PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

### COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature [Signature] Date May 25, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 5-25-2017  
Printed Name Kareem Edwards Title President

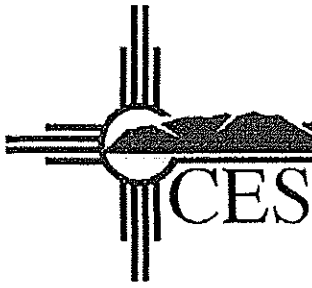
NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 7/1/17

*If you do not want to extend this Contract, please sign below and return this agreement.*

Discontinue: We desire to discontinue the contract effective 7/7/2017

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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# COOPERATIVE EDUCATIONAL SERVICES

## EXTENSION OF CONTRACT

made by and between  
ITCONNECT, INC.  
and  
Cooperative Educational Services

Said Contract(s) being numbered:

- 16-017N-C131-ALL E- Rate Category 2 Broadband Internal Connections
- 16-017N-C143-ALL E- Rate Category 2 Eligible Managed Internal Broadband Services
- 16-017N-C162-ALL E- Rate Category 2 Basic Maintenance of Eligible Broadband Internal Connections
- 16-017N-C166-ALL E- Rate Category 2 Ineligible Products

The existing Contract initially commenced on May 18, 2016 and will expire on July 1, 2017. The Term of Contract and Extension in 2016-017 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through June 30, 2020. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until July 1, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-017 RFP C

### PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

### COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature [Signature] Date May 04, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 7-11-2017  
Printed Name Kareem Edwards Title President

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 7/1/17

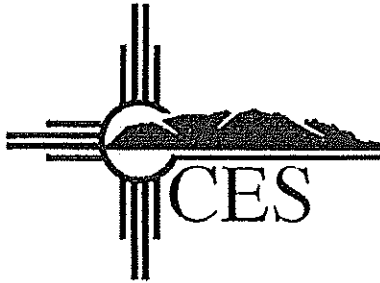
*If you do not want to extend this Contract, please sign below and return this agreement.*

Discontinue: We desire to discontinue the contract effective 7/1/2017

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*"Your New Mexico Procurement Partner Since 1979"*





COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between
ITCONNECT, INC.
and

Cooperative Educational Services

Said Contract(s) being numbered:

- 16-02EB-R124-ALL RSMears - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 1 through 8
16-02EB-G113-ALL Gordian - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 1 through 8

The existing Contract initially commenced on November 20, 2015 and will expire on November 19, 2016. The Term of Contract and Extension in 2016-002E RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 19, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 19, 2017. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-002E RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature [Signature] Date September 16, 2016

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 8-2-2017
Printed Name Harsem Edwards Title President

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/19/16

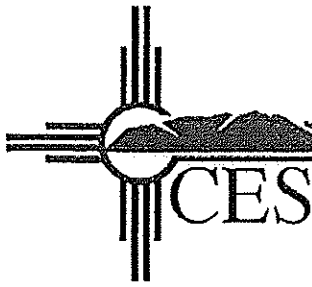
If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective

11/19/2016

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

"Your New Mexico Procurement Partner Since 1979"



# COOPERATIVE EDUCATIONAL SERVICES

## EXTENSION OF CONTRACT

made by and between  
ITCONNECT, INC.  
and  
Cooperative Educational Services

Said Contract(s) being numbered:

15-021B-C1010-ALL Telecommunication Products and Services Relating to Installation, Maintenance and Repair of Telephone Equipment and Accessories

The existing Contract initially commenced on October 26, 2015 and will expire on October 26, 2017. The Term of Contract and Extension in 2015-021 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through October 25, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until October 26, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2015-021 RFP C

### PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must be in accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

### COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature [Signature] Date August 07, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 8-9-2017

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

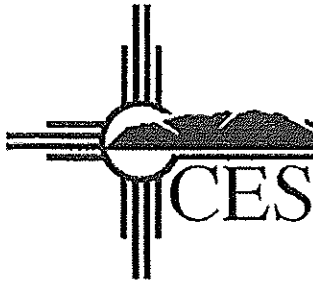
NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 10/25/17

*If you do not want to extend this Contract, please sign below and return this agreement.*

Discontinue: We desire to discontinue the contract effective 10/26/2017

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*"Your New Mexico Procurement Partner Since 1979"*



# COOPERATIVE EDUCATIONAL SERVICES

## EXTENSION OF CONTRACT

made by and between  
**ITCONNECT, INC.**  
and  
**Cooperative Educational Services**

Said Contract(s) being numbered:

15-020B-C1016-ALL Low Voltage Products and Services Relating to Local and Wide Area Network Infrastructure and Cabling Installation and Maintenance

The existing Contract initially commenced on October 26, 2015 and will expire on October 25, 2017. The Term of Contract and Extension in 2015-020 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through October 25, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until October 25, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2015-020 RFP C

### PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

### COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature \_\_\_\_\_ Date August 02, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 8-9-2017  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 10/25/17

*If you do not want to extend this Contract, please sign below and return this agreement.*

Discontinue: We desire to discontinue the contract effective 10/25/2017

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*"Your New Mexico Procurement Partner Since 1979"*



# COOPERATIVE EDUCATIONAL SERVICES

## EXTENSION OF CONTRACT

made by and between  
ITCONNECT, INC.  
and  
Cooperative Educational Services

Said Contract(s) being numbered:

15-011B-C102-ALL Staff Development & Training Services

The existing Contract initially commenced on May 1, 2015 and will expire on April 30, 2017. The Term of Contract and Extension in 2015-011 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through May 1, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until April 30, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2015-011 RFP C

### PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must be in accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

### COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature \_\_\_\_\_ Date February 03, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature [Signature] Date 5-1-2017  
Printed Name Kareem Edwards Title President

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 5/1/2017

*If you do not want to extend this Contract, please sign below and return this agreement.*

Discontinue: We desire to discontinue the contract effective 4/30/2017

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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## COOPERATIVE EDUCATIONAL SERVICES

January 04, 2017

### Contract Award Letter

Kareem Edwards  
ITCONNECT, INC.  
PO Box 31999  
Santa Fe, NM 87594

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:  
17-04N-C108-ALL Network, Computer, Peripheral and Hardware Maintenance, Repair and Support Services

Dear Mr. Edwards,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2017-004 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

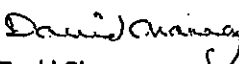
ITConnect is a New Mexico based company that offers Technology, Education Professional, Electrical and E-Rate Category 2 products and services to CES Members and Participating Entities. Our technology division offers the design, installation and maintenance of cable plant, network equipment, VOIP telephony, IP surveillance, card access, paging systems and video conferencing equipment. ITCI's Education Professional Services divisions offers staff development and training services as well as ancillary services. Our electrical division offers full electrical services from construction to on call maintenance. At ITConnect we have a "Solution Centric" approach to working with our customers, that focuses on finding the best solution for a given customer based on their long term goals and objectives.

On CES' website ([www.ces.org](http://www.ces.org)), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

  
David Chavez,  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

*"Your New Mexico Procurement Partner Since 1979"*

**ACCEPTANCE OF OFFER  
and CONTRACT AWARD**

RFP NUMBER 2017-004

See attached cover letter for specific awarded contract number(s).

**OFFER TO BE COMPLETED BY VENDOR**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name ITConnect, Inc.

Address 7505 Mallard Way City Santa Fe State NM Zip 87,507

Contract Contact Person Kareem Edwards

Authorized Signature [Signature] Printed Name Kareem Edwards

**OFFER EXTENDED TO TEXAS SERVICE AGENCIES**



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

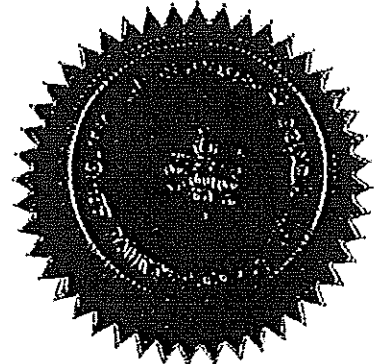
**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES**

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

[Signature]  
CES Authorized Signature

Awarded this 29th day of December 2016.





**CITY OF HOBBS**  
**COMMISSION STAFF SUMMARY FORM**

MEETING DATE: August 19, 2019

**SUBJECT:** State Appropriation Reauthorization; SAP 19-D4044-STBR City of Hobbs  
Aerobic Digester Facility Replacement Project  
**DEPT. OF ORIGIN:** Utilities  
**DATE SUBMITTED:** August 8, 2019  
**SUBMITTED BY:** Tim Woomer, Utilities Director

**Summary:**

A State of New Mexico 2018 Legislative Special Appropriation in the amount of \$200,000 was awarded to the City of Hobbs' for the Underground Aquifer Storage and Recovery Project (UASR). This project is currently on hold due to New Mexico Environmental Department (NMED) permitting issues. The City of Hobbs requested reauthorization of this appropriation to be applied to the City of Hobbs' Aerobic Digester Facility Replacement Project. The appropriation reauthorization has been approved by the state legislature and is eligible to be used toward the Aerobic Digester Replacement Project. This grant is for the construction, purchase, and installation of equipment for the new aerobic digester basins that are currently under construction at the WWRF. This project is jointly funded through a CWSRF #064 Loan, additional State Appropriations, and Local Utilities Enterprise Funds. The Project addresses deficiencies with the current facility by constructing and equipping new aerobic digester basins that will allow for greater operational reliability and additional treatment capacity that will accommodate community growth well into the future.

A Resolution of the Hobbs' City Commission authorizing the Mayor to execute the grant agreement and the designation of official representatives who will be the point of contact and authorized signatory for filing reimbursement requests and documentation required by the New Mexico Environmental Department.

**Fiscal Impact:** \$200,000.00 (Revenue)

Reviewed By: \_\_\_\_\_

  
Finance Department

Following the execution of the grant agreement, the City of Hobbs will be eligible to submit for reimbursement of actual costs for construction and the purchase/installation of equipment up to the appropriation amount of \$200,000.00.

The reversion date for this appropriation is June 30, 2022.

**Attachments:**

- Grant Agreement - SAP 19-D4044-STBR; State of New Mexico, Department of Environment
- A Resolution authorizing the Mayor to execute Grant Agreement, SAP 19-D4044-STBR, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.

**Legal Review:**

Approved As To Form: \_\_\_\_\_

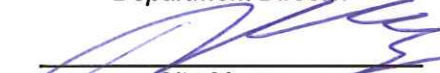
  
City Attorney

**Recommendation:**

Approve the Resolution authorizing the Mayor to execute the Grant Agreement, SAP 19-D4044-STBR, in the amount of \$200,000.00 for the City of Hobbs Aerobic Digester Replacement Project and designating the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

Approved For Submittal By:

  
Department Director

  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_



CITY OF HOBBS

RESOLUTION NO. 6839

A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE GRANT AGREEMENT SAP 19-D4044-STBR  
HOBBS AEROBIC DIGESTER FACILITY REPLACEMENT PROJECT

WHEREAS, a State of New Mexico 2018 Legislative Special Appropriation in the amount of \$200,000.00 has been awarded to the City of Hobbs for the Underground Aquifer Storage and Recovery Project; and

WHEREAS, this project is currently on hold due to New Mexico Environmental Department permitting issues; and

WHEREAS, the City of Hobbs has requested reauthorization of this appropriation to be applied to the City of Hobbs Aerobic Digester Facility Replacement Project; and

WHEREAS, the appropriation reauthorization has been approved by the state legislature and is eligible to be used toward the Aerobic Digester Replacement Project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO THAT:

1. The Mayor be, and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Environment for the Project No. SAP 19-D4404-STRB a copy of which is attached hereto and incorporated herein.

2. The Finance Director and City Clerk are designated as official representatives authorized to sign official grant documents.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

JOE D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT]  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
\*19 Aerobic Digester Facility Replacement, RET  
SAP 19-D4044-STBR**

**THIS AGREEMENT** is made and entered into as of this [\_\_\_\_] day of [\_\_\_\_], 20[\_\_\_\_], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and City of Hobbs hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2019, Chapter 280, Section 46, Paragraph , the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**SAP 19-D4044-STBR (\$200,000.00)                      APPROPRIATION REVERSION DATE: June 30, 2022**  
**Laws of 2019 Chapter 280, Section 46, Paragraph , Two Hundred Thousand Dollars (\$200,000.00):**

to plan, design, construct, purchase and equip a replacement aerobic digester facility in Hobbs.

The Grantee's total reimbursements shall not exceed Two Hundred Thousand Dollars (\$200,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals Two Hundred Thousand Dollars (\$200,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department  
Name: Paulette Ortiz  
Title: Project Administrator  
Address: Construction Program Bureau  
NMED, Harold Runnels Building  
1190 St. Francis Drive S-2072  
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us  
Telephone: 505-827-0548

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2022 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

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

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

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

### **D. Corrective Action Plan in the Event of Suspension**

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.



Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

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

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

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

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

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

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

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

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

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

\*19 Aerobic Digester Facility Replacement, RET SAP 19-D4044-STBR

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**City of Hobbs**

\_\_\_\_\_  
Entity Name

By: **Sam D. Cobb**  
\_\_\_\_\_  
(Type or Print Name)

Its: **Mayor**  
\_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**NEW MEXICO ENVIRONMENT DEPARTMENT**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: City of Hobbs		A. Payment Request No.	
B. Address:		B. Grant Amount: \$200,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 19-D4044-STBR		F. Reversion Amount (if Applicable):	
E. Project Title: *19 Aerobic Digester Facility Replacement, RET		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2022		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input checked="" type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>			
IV. <input type="checkbox"/>		<b>Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/>		<b>Compliance Certification:</b> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
<b>(State Agency Use Only)</b>			
Vendor Code	Fund Code 89200		
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	



**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: \_Sara Rhoton

FROM: Grantee: City of Hobbs

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 19-D4044-STBR

Grant Termination Date: June 30, 2022

As the designated representative of the Department for Grant Agreement number SAP 19-D4044-STBR entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [\_\_\_\_\_]  
Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]  
Third-Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]  
Third-Party Obligation Amount: [\_\_\_\_\_]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]  
The Amount of this Notice of Obligation: [\_\_\_\_\_]  
The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]  
The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [\_\_\_\_\_]  
Title: [\_\_\_\_\_]  
Signature: [\_\_\_\_\_]  
Date: [\_\_\_\_\_]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**NMED ATTACHMENT A**  
**NEW MEXICO ENVIRONMENT DEPARTMENT**  
**CONSTRUCTION PROGRAMS BUREAU**  
**PROJECT DESCRIPTION**

**Name of Grantee:** City of Hobbs  
**Project Number:** SAP 19-D4044-STBR

Project Consists of the construction of new aerobic digester basins and associated equipment at the City of Hobbs Wastewater Reclamation Facility (WWRF). Construction of the new basins will address deficiencies of the existing system and allow for additional growth within the community of Hobbs within Lea County.

**X**  
**SAM D. COBB, MAYOR**  
**Official Representative/Date**

**X**  
**NMED Project Manager Approval/Date**

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS  
TO  
STATE OF NEW MEXICO  
CAPITAL APPROPRIATION FUND AGREEMENT**

**REVIEW**

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html).
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

## **NMED OVERSIGHT**

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

## **CLOSEOUT**

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
  - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
  - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C  
NMED Contact Information Sheet  
Project Number SAP 19-D4044-STBR  
Grantee City of Hobbs

Project Manager: Sara Rhoton  
Project Manager Address: 121 Tijeras Ave NE, Ste 1000  
Albuquerque, NM 87102  
Phone: 505-222-9568  
Email: [sara.rhoton@state.nm.us](mailto:sara.rhoton@state.nm.us)

Project Administration: Paulette Ortiz  
Project Admin Address: 1190 St. Francis Drive S-2072  
Santa Fe, NM 87502  
Phone: 505-827-0548  
Email: [paulette.ortiz@state.nm.us](mailto:paulette.ortiz@state.nm.us)

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:  
[NMENV-cpbsap@state.nm.us](mailto:NMENV-cpbsap@state.nm.us)

NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU

**NMED ATTACHMENT D DISBURSEMENT REQUEST  
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingendes							\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

**Certification:** Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official:	Typed or Printed Name:	Phone:	Date:
X			



NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document  
Article IX. A. (ii) and (iii)  
Project SAP 19-D4044-STBR  
Grantee City of Hobbs  
Payment Request No \_\_\_\_\_

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

---

Official Representative, Signed Name, Printed Name, Date

**NMED Attachment F**  
**SAMPLE Resolution Resolution Number**

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as SAP Project Number Grant Agreement.

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Signatory Name and Signatory Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

**PASSED, APPROVED, AND ADOPTED: \_\_\_\_\_.**

**Name, Mayor/ Chair, Community / Utility**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**Date**

**(SEAL)**

**ATTEST:**

**Notary Name, Notary Title**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**Date**

**NMED Attachment G  
SAP Signature Page**

<b>Project Name:</b>	*19 Aerobic Digester Facility Replacement, RET
<b>Project Number:</b>	SAP 19-D4044-STBR
<b>Official Representative:</b>	
<b>Name</b>	Toby Spears
<b>Title</b>	Finance Director
<b>Signature</b>	
<b>Address</b>	200 E. Broadway, Hobbs, NM 88240
<b>E-mail</b>	tspears@hobbsnm.org
<b>Phone</b>	(575) 397-9239

<b>Alternate - Official Representative:</b>	
<b>Name</b>	Jan Fletcher
<b>Title</b>	City Clerk
<b>Signature</b>	
<b>Address</b>	200 E. Broadway, Hobbs, NM 88240
<b>E-mail</b>	jfletcher@hobbsnm.org
<b>Phone</b>	(575) 397-9200



## SPECIAL APPROPRIATIONS PROGRAM CHECKLIST To Execute a Grant Agreement

This checklist is designed to assist in the process of submitting required documentation to the New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) for Capital Outlay funding.

This checklist is for your records and does not need to be returned.

If you have any questions or need assistance, contact NMED at (505) 827-2806 or by email at [nmenv-cpbsap@state.nm.us](mailto:nmenv-cpbsap@state.nm.us).

**I. DOCUMENTS THAT NEED TO BE CREATED, SIGNED, COMPLETED AND SUBMITTED TO NMED – *Original signed documents must be mailed.***

- 1) \_\_\_\_\_ Grant Agreement Authorization page (page 13)- Must be signed and notarized by Official with Authority to Bind Grantee. Please provide two signed originals; one will be returned to community when fully executed.
- 2) \_\_\_\_\_ Resolution authorizing the assignment of Authorized Officer(s) and Agent(s) (page 24)– NMED Attachment F. *All forms/documents other than the Grant Agreement must be signed by the person listed as authorized on this form.*
- 3) \_\_\_\_\_ SAP Signature Page—NMED Attachment G (or G-FA if a Fiscal Agent is required, page 25).

**II. FORMS/DOCUMENTS TO BE SIGNED, COMPLETED AND SUBMITTED TO NMED (*forms can be returned electronically*)**

- 4) \_\_\_\_\_ Project Description Form –NMED Attachment A

**III. SUPPORTING DOCUMENTATION TO BE SUBMITTED TO NMED (*forms can be returned electronically*)**

- 5) \_\_\_\_\_ Special Conditions: If required, required documentation must be provided prior to grant agreement execution. Requirements will be detailed on NMED Attachment H. Documents may be returned electronically.
- 6) \_\_\_\_\_ Fiscal Agent: If a Fiscal Agent is required, complete and return NMED Attachments I and J. Documents may be returned electronically.

Please note: NMED will not disburse any funds until all items on this checklist have been received and approved by NMED.



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019


**SUBJECT:** Purchase 2,000 5/8"x3/4" Metron Spectrum 30 Residential Water Meters with AMR Innov8 registers from the State Contract, Price Agreement #60-000-15-00030  
**DEPT. OF ORIGIN:** Utilities  
**DATE SUBMITTED:** August 8, 2019  
**SUBMITTED BY:** Tim Woomer, Utilities Director

**Summary:**

The City of Hobbs is in the process of replacing old service meters within the water distribution system. This is necessary to accurately measure the volume of water being delivered to the City's public water system customers. This project replaces service meters that are at least 16 years old and have reached their useful service life. Water meters are designed to read at a lower rate as they age in order to protect the consumer. Therefore, in order to maintain the measuring accuracy and integrity of the public water distribution system, meters must be replaced based on meter age and the volume of water that has passed through the meter.

The Metron Spectrum 30 Residential Water Meters (5/8"x3/4") with AMR Innov8 registers are included in State Contract #60-000-15-00030 for municipalities to purchase. A cost proposal has been obtained from Water Meters of New Mexico, LLC to provide 2,000 Metron Spectrum 30 Residential Water Meters (5/8"x3/4") with AMR Innov8 registers at \$180.00 each. Sales tax is not applicable to this purchase.

**Fiscal Impact:** \$ 360,900.00

Reviewed By:   
Finance Department

Sufficient funds to complete this purchase are currently included in the FY 2020 Enterprise Fund Budget in line item 614061-44901-00091. Sales tax is not applicable to this purchase.

**Attachments:**

Cost Proposal - Water Meters of New Mexico, LLC  
State Contract Price Agreement

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Approve the purchase of 2,000 Metron Spectrum 30 Residential Water Meters (5/8"x3/4") with AMR Innov8 registers from Water Meters of New Mexico, LLC, of Ruidoso Downs, NM utilizing State Contract Price Agreement #60-000-15-00030.

Approved For Submittal By:

  
Department Director

  
City Manager

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

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

Water Meters of New Mexico, LLC

# Estimate

Attention: Brant Jones  
 PO Box 341  
 Ruidoso Downs, NM

Date	Estimate #
8/8/2019	339

88346  
 505-238-8012

Name / Address
Hobbs Utilities Water Distribution 1301 South 5th St. Hobbs, NM 88240

Project

Item	Description	Qty	Rate	Total
Hobbs Spectrum 30	Hobbs Residential 5/8 X 3/4- water meter with Innov8 register AMR--PROGRAM REGISTER TO TRANSMIT SINGLE GALLONS	2,000	180.00	360,000.00
Shipping	Shipping	1	900.00	900.00

<b>Subtotal</b>		\$360,900.00
<b>Sales Tax (7.4375%)</b>		\$0.00
<b>Total</b>		\$360,900.00



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<b>Awarded Vendor</b>
7 Vendors
Telephone No. _____

Price Agreement Number: 60-000-15-00030

Price Agreement Amendment No.: Four

Term: May 16, 2016 thru May 15, 2020

<b>Ship To:</b> All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
--

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242

Email: sandrar.lujan@state.nm.us

<b>Invoice:</b> <p style="text-align: center;">As Requested</p>
--

Title: Cold Water Meters, Encoding & Reading Equipment & Utility System Software

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 16, 2019 to May 15, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 04/25/2019

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00030

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(Unless otherwise specified)

- 1. General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
- 2. Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
- 3. Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- 4. State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
- 6. Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
- 7. Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 9. Taxes:** The unit price shall exclude all state taxes.
- 10. Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
- 11. Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00030

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

- 12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.
- 13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- 14. The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
- 17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.
- 18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.
- 19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
- 20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.
- 21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
- 22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:

[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

Statewide Price Agreement

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**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this 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 a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

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**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Purchasing Agreement**

**Cold Water Meters, Encoding & Reading Equipment and Utility System Software**

**General Requirements**

**Manufacturer**

All equipment offered shall be of a single manufacturer. The manufacturer shall have a minimum of five years of manufacturing and field experience with the Water Meters quoted. The manufacturer of the equipment offered must have a minimum of ten years experience manufacturing Water Meters. The manufacturer shall have a minimum of five years of manufacturing and field experience with the Encoded Registers quoted. The manufacturer shall have a minimum of three years of manufacturing and field experience with the Remote Receptacle unit quoted. The manufacturer shall have a minimum of two years of manufacturing and field experience with the Radio Frequency Capable Reader quoted. The manufacturer shall have a minimum of two years of manufacturing and field experience with the Meter Transceiver Unit quoted.

**Warranties**

The bidder must submit a copy of its most current nationally published warranty statements for all equipment bid. These statements will be considered in the evaluation of bid submittals.

**Installation, Maintenance and Operating Instructions**

The bidder must submit current installation, maintenance and operating instructions for all equipment or software offered.

**Sales, Service and Parts Availability**

The bidder must submit the name(s), location(s) and a statement of qualification of the business(s) that will provide sales, service and replacement parts. Information submitted shall include ordering procedures, replacement part availability, typical order lead-time, length of time the business(s) has been operating in the water utility field, base charge and hourly service rates. Submit a description of start-up services available and associated cost, if any. Qualifications to perform technical assistance are requested but not required. Technical assistance will be at the request of the purchasing entity, terms to be negotiated with the purchasing entity. Technical assistance qualification will not be considered in evaluation of the bid. Proposals for maintenance agreements, meter reading and billing services will be accepted, with the understanding that they are optional and will not be considered in the final bid award.

**Term of the Agreement**

The Purchasing Agreement will be established for a period of one year with the option of annual renewal for three additional years.

**Price**

The prices quoted in the bid shall remain in effect until the manufacturer imposes a regular price increase, but for not less than one year from the date of award of the Purchasing Agreement. Subsequent price increases shall also reflect regular price increases by the manufacturer and shall remain in effect for not less than one year from the time of their imposition. Price increases shall reflect a proportional increase for each quantity category, not an across the board increase. For example, if the manufacturer imposes a 5% increase in the base price for a single unit, the price increase for a single unit in any purchase quantity shall only increase by 5%, not by the dollar amount of the single unit price increase. This requirement shall apply to all Bid Items listed.

**Additional Bidding Requirements and Information**

Prices must be included with each item submitted on the Bid Form. Quantities are for the purpose of evaluating the bid and should not be interpreted as a commitment to purchase that quantity. It is anticipated that orders will be placed in varying quantities by different purchasing entities. Equipment that must be compatible with other components, such as software or meter reading equipment, shall be included in the bid submittal so as to ensure availability of a complete, functional system from a single manufacturer.

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**Specifications**

**Cold Water Meters**

Sizes: 5/8", 5/8"x3/4", 3/4", 1", 1-1/2", 2", 3" 4" 6" and 8"

**Standard**

All meters provided shall conform to the "Standard Specifications for Cold Water Meters", most recent revision of the AWWA standard, that references the meter type being bid. The omission of certain aspects of water meters in these specifications is not intended to imply that the AWWA Standards do not apply. All meters shall be certified to NSF Standard 61, latest edition, which includes a requirement that all materials in the meters be lead free as defined in the Reduction of Lead in Drinking Water Act.

**Type**

Water meter shall be of the ultrasonic, magnetic, positive displacement, single-jet, multi-jet, turbine or compound type.

**Main Casing**

The outer main case shall be lead free as defined in the Reduction of Lead in Drinking Water Act, polymer or stainless steel and shall have the direction of flow cast into it. The serial number shall be permanently affixed or stamped into the case so that it can be read from directly above the water meter. The meter must be adaptable to a programmable encoder type register without interruption of water service.

**Register**

The register shall be of the straight reading type and shall contain a minimum of six (6) numeral wheels or digitally displayed units. It shall register the total water flow in U.S. gallons or cubic feet as requested by the User. The register shall indicate water flow in U.S. gallons or cubic feet as requested by the User. The register shall have a tamperproof seal or tamper indicator and be capable of inline replacement unless manufactured as an integral part of the meter case. The register shall incorporate a low flow indicator for leak detection. A clear register lens shall be warranted to be "fog proof" at temperatures from 0°C to 50°C.

**Manufacturer**

The manufacturer of the meters offered shall have a minimum of five years of manufacturing and field experience with the model of meter quoted. Only one model of meter that complies with these specifications shall be submitted in each size category. The manufacturer of the meters offered must have a minimum of ten years of experience manufacturing water meters.

**Warranties**

The bidder must submit a copy of its most current nationally published warranty statements for water meter main casings, registers and measuring chambers. These statements will be considered in the evaluation of bid submittals.

**Encoder-Type, Remote-Registration Systems for Cold-Water Meters**

**Standard**

All components provided shall conform to the "Encoder-Type Remote-Registration Systems for Cold-Water Meters", C-707, latest revision issued by the AWWA or as otherwise stated. The omission of certain aspects of water meter registers in these specifications is not intended to imply that the AWWA Standard C-707, latest revision, does not apply.

**Meter Register Assembly**

Shall conform to the AWWA Standard C-707, most recent revision.

**Signal Encoder Assembly**

Shall conform to the AWWA Standard C-707, most recent revision.

**Transmission Wire or Cable, if needed**

Shall conform to the AWWA Standard C-707, most recent revision. Bidder shall submit additional information for cable assembly lengths that differ substantially from lengths shown on the Bid Form

**Remote Receptacle Assembly**

Shall conform to the AWWA Standard C-707, most recent revision. A pithead-mounted assembly and a wall-mounted assembly shall both be included in the bid. The materials of construction shall be durable, corrosion resistant, unaffected by water and condensation and resistant to ultraviolet degradation.

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**Portable Data-Acquisition Unit, Portable Display Unit, and Software**

The Portable Data-Acquisition Unit shall come pre-programmed with Software that enables it to receive and store the meter reading and route data and display the data on the Portable Visual-Display Unit. The Software shall be compatible with the Utility System Software and include any necessary technical support for billing software interface as part of the equipment purchase price so that data can be downloaded to the Portable Data-Acquisition Unit and also so that data is available to the Utility System Software for uploading. The data shall include, at a minimum, meter reading in gallons or cubic feet, date and time of reading, mode of read (manual or automatic), error messages and meter identification number. The Software shall have the capability to be reprogrammed by the user. Information on operation and programming of the unit must be included with the bid proposal. The Portable Visual-Display Unit shall conform to the AWWA Standard C-707, most recent revision and shall be included in bid for the Portable Data-Acquisition Unit.

**Radio Meter Reading System**

**General**

The system shall be comprised of three major components: a hand-held or mobile Radio Frequency (RF) Capable Reader, a Data Storage/Transceiver Device, and an electronic solid state Encoder. All equipment must comply with current Federal Communications Commission (FCC) regulations. Installation and operating instructions, for all components, shall be submitted with the bid proposal.

**Radio Frequency Capable Reader**

The RF Capable Reader shall be a microprocessor based data collection system, available in a hand-held, portable, vehicle mountable mobile unit or fixed network system. The bidder is required to submit a bid on at least one type of RF Capable Reader. The RF Capable hand-held, portable and vehicle mounted Readers must be designed for both radio frequency meter reads and manual reads. Preprogrammed information to be received by the data collection system shall include, at a minimum, meter reading in gallons or cubic feet, as designated by the User, date and time of reading, mode of read (manual or RF), error message and meter identification number. Information on operation of the unit must be included with the bid proposal. A minimum of one thousand (1000) meter readings must be stored in the RF Capable Reader without loss of data. Hand-held units shall be powered by rechargeable batteries and mobile units shall be capable of operating on 12-volts DC through a cigarette lighter adapter. The data collection system shall be capable of data transfer to the User's PC through an industry standard communications port. Peripheral equipment to be provided includes radio antennae (magnetic mount type for mobile system), visual display, table computer or laptop PC, cables necessary for a complete operational system, alphanumeric keyboard, charging/data transfer unit (hand-held unit only), sturdy carrying case (mobile system) or integral plastic case (hand-held unit).

**Meter Transceiver Unit**

Each Meter Transceiver Unit shall have a unique factory programmed, permanent identification number. The units shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field. The Unit must be capable of being submerged in water, such as in a meter box, without altering its functionality or if of a wall mount design shall be splash resistant as specified in NEMA 4 standard. The bidder must submit, at a minimum, a bid for a meter box mounted Unit. The meter box mounted Unit shall mount in an industry standard 1-3/4" hole. The Unit shall be battery powered. Battery life expectancy shall be at least ten (10) years under normal conditions and when installed according to manufacturer specifications. The battery shall be warranted for a minimum of ten (10) years from date of factory shipment. The Unit must have the capability of having its battery replaced or a new battery connected to it in the field without compromising the Units integrity. The Unit shall be housed in sturdy molded plastic and/or metal housing and contain an integral antenna. The Unit shall be capable of being mounted in an underground meter box. The Unit shall have sufficient length wires to allow for opening of meter box and removal of the Unit without jeopardizing the electrical connections. The Unit shall operate with a wire length of at least 25 feet. Data must be retrievable at any time or transmitted at least once every fifteen (15) seconds. The unit shall operate in temperatures ranging from -20°F to 135°F.

**Signal Encoder Assembly**

Shall conform to the AWWA Standard C-707, most recent revision.

**Transceiver Device and electronic solid state Encoder**

Components shall conform to the AWWA Standard C-707, most recent revision.

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**Water System Software**

Software shall be compatible with Windows operating systems (User specified) and operate on a compatible personal computer (PC), laptop or tablet computer. The bidder shall note prices for each type of Software if different prices apply to the various operating systems. It shall be menu driven. The bidder shall supply minimum computer hardware requirements for Software operation. The Software shall have the capability to integrate data received from proximity read, radio read systems or manually entered data with no re-programming other than the loading of additional vendor supplied software. If a Radio Meter Reading System is installed, the Software shall have the capability to bi-directionally communicate with the radio system hand-held, mobile or fixed network unit. The software shall have the capability of interfacing with billing software stored on a PC, laptop or tablet computer. It shall receive route data from the billing software and return meter reading data to the billing software. Route data shall be readily altered by the user, allowing splitting of routes and combining of routes in whatever combination desired. The Software shall have the capability of being configured to match file transfer requirements of typical billing software for both import and export files. The Software shall have the capability of generating standard reports that shall include, at a minimum, route assignments, read meters and unread meters. Information regarding Software operation, upgrading and alteration shall be provided with the bid proposal. Up to four hours of software training shall be provided upon request by the purchaser as part of the Software purchase price. Bids for several different types of software may be submitted, provided documentation describing each software package is included in the submittal. Up to three individual software packages can be bid, including those supporting Automatic Meter Reading (AMR) systems, Advanced Metering Infrastructure (AMI) systems and Advanced Metering Analytics.



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**Cold Water Meters Bid Form**

Vendors may submit bids for the following combinations of water meters types, sizes, and registers. Bids shall include at least unit prices, but may include prices for the various categories of quantities listed below.

Bids may be submitted for the following meter types:

Positive Displacement  
Single Jet  
Multi-jet  
Electromagnet  
Ultrasonic  
Turbine  
Compound

Bids may be submitted for the following meter sizes:

5/8-inch  
5/8x3/4-inch  
3/4x3/4-inch  
1-inch  
1.5-inch  
2-inch  
3-inch  
4-inch

Bids may be  
Radio Read

Bids may be submitted for varying equipment quantities if different unit prices will be applied to the following quantities purchased:

1-99  
100-499  
500-999  
1000-2999  
3000 or more

Bids shall be submitted in the following format:

Meter Type \_\_\_\_\_  
Meter Size \_\_\_\_\_  
Register Type \_\_\_\_\_  
Quantity \_\_\_\_\_

Price \$ \_\_\_\_\_

**Cold Water Meter Encoding & Reading Equipment, Accessories and Utility System Software Bid Form**

Vendors may submit bids for the following equipment. Bids shall include at least unit prices, but may include prices for the various categories of quantities listed below.

**Offering to the  
State of New Mexico  
Statewide Price Agreement**

**Single Jet Meters  
American Water Works Association  
Classification  
C-712**

**Offered by:  
Water Meters of New Mexico  
Brant Jones  
6405 Matamoros Road NE  
Rio Rancho, NM**

**January 2016**

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Bids may be submitted for the following meter register types:

- Direct Read
- Encoder
- Radio Read

Bids may be submitted for varying equipment quantities if different unit prices will be applied to the following quantities purchased:

- 1-99
- 100-499
- 500-999
- 1000-2999
- 3000 or more

Bids shall be submitted in the following format:

Meter Type \_\_\_\_\_  
 Meter Size \_\_\_\_\_  
 Register Type \_\_\_\_\_  
 Quantity \_\_\_\_\_  
 Price \$ \_\_\_\_\_

**Cold Water Meter Encoding & Reading Equipment, Accessories and Utility System Software  
 Bid Form**

Vendors may submit bids for the following equipment. Bids shall include at least unit prices, but may include prices for the various categories of quantities listed below.

Description	Bid Quantity	Unit Price
Encoder-Type Remote-Registration Systems for Cold Water Meters	1-99	\$ 130
	100-499	_____
	500-999	_____
	1000-2999	_____
	3000 or more	_____

Portable Data-Acquisition Unit with Visual Display Unit  
 INC-SOFTWARE 1      \$ 6000

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Remote Receptacle, Pitted Mounted  
 (Including 6 foot signal transmission  
 assembly)

1-99	<u># 10</u>
100-499	_____
500-999	_____
1000-2999	_____
3000 or more	_____

Remote Receptacle, Wall Mounted

1-99	<u>NA</u>
100-499	_____
500-999	_____
1000-2999	_____
3000 or more	_____

Signal Transmission Wire & Connectors

500 foot roll	<u>N/A</u>
1000 foot roll	_____
Connectors, per 100	_____
Connectors, per 1000	_____

Probe

1	_____
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Charging/Data Transfer Unit

1	_____
---	-------

Utility System Software, AMR

1	<u>INCLUDED</u>
---	-----------------

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Monthly User Fee, if applicable

1

N/A

Utility System Software, Fixed Network

1

N/A

Monthly User Fee, if applicable

1

N/A

Utility System Software, AMI

1

INCLUDED

Monthly User Fee, if applicable

\$ 0.00

Bid Item No. 78B

1

Hand-Held RF Capable Reader  
(including rechargeable battery system,  
antenna, visual display, keypad & case)

1

\$ 6000

Charging/Data Transfer Unit

1

-0-

Spare Rechargeable Battery System  
(for Hand-Held RF Capable Reader)

1

-0-

Communication Cable  
(PC to Charging/Data Transfer Unit)

1

-0-

Mobile RF Capable Reader  
(including visual display, keypad & case)

1

\$ 11,500

12 VDC Cigarette Lighter Adapter

1

-0-

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Magnetic Mount Antenna	1	<u>INCLUDED</u>
Communication Cable (RF Capable Reader or Laptop to PC)	1	<u>INCLUDED</u>
Fixed Network RF Capable Unit	1	<u>N/A</u>
Meter Transceiver Unit (including wiring harness & any specialized mounting hardware)	1-99	<u>INCLUDED</u>
	100-499	_____
	500-999	_____
	1000-2999	_____
	3000 or more	_____
pare Battery (for Meter Transceiver Unit)	1-99	<u>INCLUDED</u>
	100-499	_____
	500-999	_____
	1000-2999	_____
	3000 or more	_____

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Integrated Encoder/RF interface unit,  
 for indoor mounting  
 (bid as add-on to all types of meters)

1-99	<u>\$ 180<sup>00</sup></u>
100-499	_____
500-999	_____
1000-2999	_____
3000 or more	_____

Integrated Encoder/RF interface unit,  
 for pit mounting  
 (bid as add-on to all types of meters)

<del>1-99</del>	<u>\$ 180<sup>00</sup></u>
100-499	_____
500-999	_____
1000-2999	_____
3000 or more	_____

Meter Transceiver Unit, Wall Mounted, Radio Read System

<del>INC. SOFTWARE</del> 1-99	<u>\$ 6000</u>
100-499	_____
500-999	_____
1000-2999	_____
3000 or more	_____

RF Capable Data Storage/Transceiver  
 Device, Tablet Computer

<del>\$ SOFTWARE</del> 1	<u>\$ 6000</u>
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RF Capable Data Storage/Transceiver  
 Device, Laptop Computer

<del>\$ SOFTWARE</del> 1	<u>\$ 11,500</u>
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# Water Meters of New Mexico State Bid Offering for Single Jet Water Meters--Page 1

Meter Type	Single Jet--(AWWA C-712)
Meter Size	5/8" x 5/8"--Factory Product Name--Spectrum 25
Register Type	Digital--RF Enabled Encoded
Quantity	1
Price	\$180.00
Meter Type	Single Jet--(AWWA C-712)
Meter Size	5/8" x 3/4"--Factory Product Name--Spectrum 30
Register Type	Digital--RF Enabled Encoded
Quantity	1
Price	\$190.00
Meter Type	Single Jet--(AWWA C-712)
Meter Size	1"--Factory Product Name--Spectrum 50
Register Type	Digital--RF Enabled Encoded
Quantity	1
Price	\$325.00
Meter Type	Single Jet--(AWWA C-712)
Meter Size	1.5"--Factory Product Name--Spectrum 88
Register Type	Digital--RF Enabled Encoded
Quantity	1
Price	\$625.00
Meter Type	Single Jet--(AWWA C-712)
Meter Size	2"--Factory Product Name--Spectrum 130
Register Type	Digital--RF Enabled Encoded
Quantity	1
Price	\$950.00



## Water Meters of New Mexico State Bid Offering for Single Jet Water Meters--Page 2

	Meter Type	Single Jet--(AWWA C-712)	
	Meter Size	3"--Factory Product Name--Spectrum 175	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$1,695.00	
	Meter Type	Single Jet--(AWWA C-712)	
	Meter Size	4"--Factory Product Name--Spectrum 500	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$2,695.00	
	Meter Type	Single Jet--(AWWA C-712)	
	Meter Size	6"--Factory Product Name--Spectrum-1000	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$3,575.00	
	Meter Type	Single Jet--(AWWA C-712)	
	Meter Size	8"--Factory Product Name--Enduro 2800	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$6,400.00	
Submitted January 10, 2016			
By: Brant Jones--Owner--Water Meters of New Mexico			

# Water Meters of New Mexico State Bid Offering for Challenger Turbine Meters

	Meter Type	Turbine --AWWA C-701	
	Meter Size	3"	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$1,250.00	
	Meter Type	Turbine --AWWA C-701	
	Meter Size	4"	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$1,450.00	
	Meter Type	Turbine --AWWA C-701	
	Meter Size	6"	
	Register Type	Digital--RF Enabled Encoded	
	Quantity	1	
	Price	\$2,350.00	
	Meter Type	Hydrant --AWWA C-701	
	Meter Size	3"	
	Register Type	Digital--RF Enabled Encoded--Cellular	
	Quantity	1	
	Price	\$1,495.00	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 19, 2019

SUBJECT: RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO PROVIDE FUNDING FOR PUBLIC TRANSPORTATION FOR FY 20-21 UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 14, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

- The City of Hobbs operates the Public Transportation Program known as the "Hobbs Express" under a Section 5311 Grant through the Federal Transit Act (FTA) which is administered by the State of New Mexico, Department of Transportation, (NMDOT), Transit and Rail Division.
This is a formulary grant and the FY 20-21 grant is summarized as follows:

Table with 4 columns: Category, Total, Federal Share, Local Share. Rows include Administrative (80/20), Operating (50/50), Capital (80/20), and Total.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The City's portion of the funding is provided through fares charged for the service and by subsidy from the General Fund. Upon approval of the grant application by the NMDOT, a project agreement will be presented to the Commission for formal consideration at a later date.

Attachments:

- Resolution Authorizing Grant Application under Section 5311 of the FTA
-Summary Pages

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6840

A RESOLUTION AUTHORIZING THE CITY OF HOBBS  
TO SUBMIT A GRANT APPLICATION TO THE NMDOT  
FOR PUBLIC TRANSPORTATION FOR FY 20-21  
UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

WHEREAS, the City of Hobbs seeks to continue to offer public transportation to residents and visitors in the City of Hobbs; and

WHEREAS, the State of New Mexico, under Section 5311 of the Federal Transit Act, is requesting applications for grant funding to assist local communities with public transportation needs; and

WHEREAS, the City of Hobbs hereby acknowledges and supports submission of an application for FTA Section 5311 Rural Transportation Grant Funding which provides funding to offset the administrative, operating and capital costs of operating public transportation services in rural areas; and

WHEREAS, the City of Hobbs continues to support the transit program and commits to provide local matching funds in the proposed amount of **\$442,031**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 20-21 to the State of New Mexico, Department of Transportation, for operation of the Hobbs Express public transportation program.

PASSED, ADOPTED AND APPROVED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

# Application

**Application:** Section 5311 Program (Rural/Non-Urbanized Public Transportation) FY 2021

**Application Deadline:** 8/23/2019 11:59:00 PM

**Organization:** City of Hobbs

**Year:** 2021

**Status:** Not Submitted

[Details](#)

Application Form(s)

Before you can submit this application, you must upload all required documents.

<a href="#">Documents</a>		
	<a href="#">Download - 2021 Application Guide</a>	
	Articles of Incorporation	<a href="#">Re-Upload</a>
	501(C)3 Certification (Required for Non-Profits)	<a href="#">Attach</a>
	SAM.gov Debarment and Suspension Search Verification	<a href="#">Re-Upload</a>
	Current Audit (FY 18)	<a href="#">Re-Upload</a>
	Transit Related Audit Finding Documentation (If Applicable)	<a href="#">Attach</a>
	Procurement Policy (New Applicants and Updated Policies)	<a href="#">Re-Upload</a>
	Historical and Application Year Budget Information	<a href="#">Attach</a>
	Map of Service Area	<a href="#">Re-Upload</a>
	Demographic Information	<a href="#">Re-Upload</a>
	Ridership and Transit System Statistics	<a href="#">Attach</a>
	Civil Rights Complaints/Review Activities Documentation	<a href="#">Attach</a>
	Program Coordination	<a href="#">Attach</a>
	Letter(s) of Resolution of Financial Commitment of Local Match (Include Dollar Amount)	<a href="#">Attach</a>
	Letter(s) of Program Support from Municipality, Board, or Council	<a href="#">Attach</a>
	Program Justification	<a href="#">Attach</a>
	Operations Profile	<a href="#">Re-Upload</a>

Optional Required Uploaded Required Incomplete



[Download All](#)

Project(s)

[Attach](#)

Description	Line Item	Year	Description	Net Project Cost
<a href="#">Remove</a>	117900	2021	<a href="#">Project Administration - Project Administration</a>	\$107,175.00
<a href="#">Remove</a>	300901	2021	<a href="#">Operating Assistance up to 50% Federal Share</a>	\$789,192.00
<a href="#">Remove</a>	111203	2021	<a href="#">Buy Replacement - Bus 30 FT</a>	\$130,000.00

Budget Request Summary

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration	\$107,175.00	\$85,740.00	\$21,435.00	\$0.00
Less 20% Local Match				
Capital	\$130,000.00	\$104,000.00	\$26,000.00	\$0.00
Less 20% Local Match				
Operating	\$789,192.00	\$394,596.00	\$394,596.00	\$0.00
Less 50% Local Match				
<b>Total</b>	<b>\$1,026,367.00</b>	<b>\$584,336.00</b>	<b>\$442,031.00</b>	<b>\$0.00</b>

## Funding

### Project Information

**City of Hobbs : Project Administration - Project Administration**

**UPIN:** BCG0001074

**Project Status:** Open

*Created by Jan Fletcher on 8/12/2019 6:20:32 PM*

*Last Modified by Jan Fletcher on 8/14/2019 8:18:00 AM*

### Project Funding Summary

**Year:** 2021  
**Status:** Not Submitted

**Requested:** \$107,175.00  
**Allocated:** \$0.00  
**Encumbered:** \$0.00

[<< Return to Funding Requests](#)

- [Budget](#)
- [Comments](#)

### Project Budget

#### Expense

Budget Code	Category	Amount
<b>Salaries and Wages</b>		
1-01-05	Director	\$31,000.00
1-01-10	Managers	\$0.00
1-01-12	Financial Manager	\$0.00
1-01-15	Clerical Support Staff	\$22,000.00
1-01-20	Accounting Staff	\$0.00
1-01-25	Administrative Assistant	\$0.00
1-01-30	Village Administrator	\$0.00
1-01-35	CFO	\$0.00
1-01-40	Salary Adjustments	\$0.00
1-01-45	Chief Executive Officer	\$0.00
1-01-50	Transportation Coordinator	\$0.00
1-01-55	Public Works Director	\$0.00
1-01-60	Janitor	\$0.00
1-01-65	Temporary	\$0.00
1-01-95	Other	\$0.00
<b>Fringe Benefits</b>		
1-02-05	FICA	\$3,932.80
1-02-10	PERA Retirement	\$4,736.04
1-02-15	Health Insurance	\$6,390.16
1-02-20	Unemployment Insurance	\$0.00
1-02-25	Workmen's Compensation	\$0.00

1-02-30	Other Fringe Benefits	\$0.00
1-02-95	Other	\$441.00
<b>Communications</b>		
1-03-05	Fax Machine	\$0.00
1-03-10	Internet Subscriber Services	\$0.00
1-03-15	Postage	\$0.00
1-03-20	Telephone	\$0.00
1-03-25	Cell Phone	\$0.00
1-03-30	Radio	\$0.00
1-03-35	Repeater Fees	\$0.00
1-03-95	Other	\$0.00
<b>Contractual Services</b>		
1-04-05	Audit	\$0.00
1-04-10	Advertising	\$15,000.00
1-04-15	Equipment Rental	\$0.00
1-04-20	Contractual Services - Other	\$0.00
1-04-25	Contractual Services - Janitorial	\$0.00
1-04-95	Other	\$0.00
<b>Dues and Subscriptions</b>		
1-05-05	NMTA	\$400.00
1-05-10	SWTA	\$250.00
1-05-15	Transit Publications	\$0.00
1-05-20	CTAA	\$525.00
1-05-21	Business Registration Fees	\$0.00
1-05-95	Other	\$0.00
<b>Equipment</b>		
1-06-05	Equipment Lease	\$0.00
1-06-10	Equipment Repair	\$0.00
1-06-15	Computer	\$0.00
1-06-95	Other	\$0.00
<b>Insurance</b>		
1-07-05	Buildings and Contents	\$0.00
1-07-10	General & Employee Liability Insurance	\$0.00
1-07-15	Surety and Fidelity Bonds	\$0.00
1-07-20	Claims Deductible	\$0.00
1-07-25	Vehicle Insurance	\$11,000.00
1-07-95	Other	\$0.00
<b>Occupancy Costs</b>		

1-08-05	Office Rent	\$0.00
1-08-10	Utilities	\$0.00
1-08-20	Building Maintenance	\$2,000.00
1-08-95	Other	\$0.00

**Personnel Costs**

1-09-10	Physicals	\$0.00
1-09-15	Hepatitis Vaccinations	\$0.00
1-09-95	Other	\$0.00

**Printing/Copying Costs**

1-10-05	Printing	\$3,500.00
1-10-10	Copying	\$2,000.00
1-10-95	Other	\$0.00

**Supplies**

1-11-05	Office Supplies	\$3,000.00
1-11-10	Furniture and Equipment under \$500	\$0.00
1-11-20	Janitorial Supplies	\$0.00
1-11-95	Other	\$0.00

**Training**

1-12-05	Training	\$0.00
1-12-95	Other	\$0.00

**Travel**

1-13-05	Mileage	\$0.00
1-13-10	Public Transport Fares	\$0.00
1-13-15	Per Diem	\$0.00
1-13-20	Registration Fees	\$500.00
1-13-25	Lodging and Meals	\$500.00
1-13-30	Other	\$0.00

<b>Total Expenses</b>		\$107,175.00
<b>Total Revenue</b>	(minus)	\$0.00
<b>Net Project Cost</b>		\$107,175.00

**Local Match (20%)** **Amount**  
**Local Match Share (minimum required)** \$21,435.00

Source:	<input type="text"/>	<input type="text"/>
Source:	<input type="text"/>	<input type="text"/>
Source:	<input type="text"/>	<input type="text"/>

**Local Balance** \$21,435.00



## Funding

### Project Information

**City of Hobbs : Operating Assistance up to 50% Federal Share**

**UPIN:** BCG0001075

**Project Status:** Open

*Created by Jan Fletcher on 8/12/2019 6:24:31 PM*

*Last Modified by Jan Fletcher on 8/14/2019 8:54:47 AM*

### Project Funding Summary

**Year:** 2021

**Status:** Not Submitted

**Requested:** \$789,192.00

**Allocated:** \$0.00

**Encumbered:** \$0.00

[<< Return to Funding Requests](#)

- [Budget](#)
- [Comments](#)

### Project Budget

#### Expense

Budget Code	Category	Amount
<b>Salaries and Wages</b>		
2-01-05	Supervisor	\$71,567.00
2-01-10	Drivers	\$312,000.00
2-01-15	Mechanics	\$0.00
2-01-20	Dispatcher	\$31,500.00
2-01-25	Janitor	\$9,722.00
2-01-30	Salary Adjustment	\$0.00
2-01-35	Overtime	\$0.00
2-01-40	Mechanic Supervisor	\$0.00
2-01-45	Auto Parts Clerk	\$0.00
2-01-50	Maintainer	\$0.00
2-01-55	Accountant	\$0.00
2-01-60	Laborer	\$0.00
2-01-95	Other	\$0.00
<b>Fringe Benefits</b>		
2-02-05	FICA	\$39,054.69
2-02-10	PERA Retirement	\$49,808.00
2-02-15	Health Insurance	\$120,369.43
2-02-20	Unemployment Insurance	\$6,789.00
2-02-25	Worker's Compensation	\$12,405.91
2-02-30	Other	\$21,515.97
2-02-95	Other	\$0.00

**Communications**

2-03-05	Cell Phone	\$1,800.00
2-03-10	Telephone	\$6,800.00
2-03-15	Radio Repeater	\$0.00
2-03-20	Mobile Radio	\$0.00
2-03-25	Radio	\$0.00
2-03-95	Other	\$0.00

**Contractual Services**

2-04-05	Maintenance - Machinery and Equipment	\$0.00
2-04-10	Equipment Rental	\$0.00
2-04-15	Contractual Services - Other	\$0.00
2-04-20	Transit Services	\$0.00
2-04-30	Indirect Cost Rate	\$0.00
2-04-95	Other	\$0.00

**Equipment**

2-05-10	Assigned Vehicle Use	\$0.00
2-05-15	Equipment Rental	\$0.00
2-05-95	Other	\$0.00

**Occupancy Costs**

2-06-05	Building Maintenance	\$2,000.00
2-06-10	Operational Rent	\$0.00
2-06-15	Utilities	\$15,000.00
2-06-20	Building Insurance	\$0.00
2-06-25	Building and Grounds	\$3,600.00
2-06-95	Other	\$0.00

**Personnel Costs**

2-07-05	Uniforms	\$4,000.00
2-07-06	Background Checks	\$0.00
2-07-10	Hepatitis Vaccinations	\$0.00
2-07-15	Physicals	\$0.00
2-07-95	Other	\$0.00

**Supplies**

2-08-05	Shop Supplies	\$3,500.00
2-08-10	Furniture & Equipment under \$500	\$0.00
2-08-15	Printing	\$0.00
2-08-95	Other	\$0.00

**Training**

2-09-05	Training	\$2,000.00
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2-09-95	Other	\$0.00
<b>Travel</b>		
2-10-05	Mileage	\$0.00
2-10-10	Public Transport Fares	\$0.00
2-10-15	Per Diem	\$0.00
2-10-20	Registration Fees	\$0.00
2-10-25	Lodging & Meals	\$2,500.00
2-10-30	Other	\$0.00
<b>Vehicle Costs</b>		
2-11-05	Fuel	\$64,010.00
2-11-10	License & Fees	\$750.00
2-11-15	Oil & Lubricants	\$4,000.00
2-11-20	Replacement Parts	\$15,000.00
2-11-25	Tires	\$6,500.00
2-11-30	Vehicle Maintenance	\$20,000.00
2-11-35	Vehicle Painting	\$0.00
2-11-40	Vehicle Interior Maintenance	\$0.00
2-11-45	Freight	\$0.00
2-11-50	Vehicle Repair	\$0.00
2-11-95	Other	\$0.00

**Revenue**

Category	Amount
<b>Passenger Fares</b>	
Passenger Fares	\$37,000.00

**Revenue (Non-Calculated)**

Category	Amount
<b>Advertising</b>	
Advertising	\$0.00
<b>Contracting</b>	
Contracting	\$0.00

<b>Total Expenses</b>		\$826,192.00
<b>Total Revenue</b>	(minus)	\$37,000.00
<b>Net Project Cost</b>		\$789,192.00

Local Match (50%)	Amount
<b>Local Match Share (minimum required)</b>	\$394,596.00

Source:

Source:

<b>Local Match (50%)</b> <b>Local Match Share (minimum required)</b>	<b>Amount</b> <b>\$394,596.00</b>
Source: <input type="text"/>	<input type="text"/>
<b>Local Balance</b>	<b>\$394,596.00</b>