

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
July 14, 2015
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA APPROVAL

VI. CITIZEN RECOGNITION

VII. EMPLOYEE RECOGNITION

VIII. CONSENT AGENDA

- A. Commission Meeting Workshop Minutes, June 23, 2015
- B. Commission Meeting Minutes, June 23, 2015
- C. Travel Requests
- D. RFP 2014-228 Animas River Diversion :Smith Engineering Contract Amendment #4
- E. Finance Department Records Destruction
- F. Bid 15-0503 Public Works GPS Equipment
- G. Huitt-Zollars Engineering Services
- H. MPO Joint Powers Agreement
 - I. Utility Administration Department Document Destruction (Delain)
- J. Resolution 2015-958 Surplus
- K. Re -Bid 2014-406 East Aztec Arterial, Phase 1B

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "Items from Consent Agenda"

IX. ITEMS FROM CONSENT AGENDA

X. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the agenda)

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

XI. BUSINESS ITEMS

- A. Resolution 2015-956 City of Aztec Procurement Policy

XII. LAND USE HEARINGS

- A. 2014-015 Caballo Pintado Residential Subdivision Application
- B. 2015-076 New Drill Gas Well

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XIV. DEPARTMENT REPORTS

(All Department Heads who wish to give a report will move to the podium)

XV. ADJOURNMENT

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 24 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

CITY OF AZTEC
COMMISSION WORKSHOP MINUTES
June 23, 2015

I. CALL TO ORDER

Mayor Burbridge called the meeting in to order at 5:18pm at the Aztec City Commission Room City hall 201 W. Chaco, Aztec NM.

MEMBERS PRESENT: Mayor, Sally Burbridge; Commissioner, Sheri Rogers; Commissioner, Roberta Locke; Commissioner, Katee McClure

MEMBERS ABSENT: Mayor Pro-Tem, Sherri Sipe

OTHERS PRESENT: City Manager, Joshua Ray; Electric Director, Ken George; Finance Director, Kathy Lamb; City Clerk, Karla Saylor

A. Hydrological Study

Ken George, Electric Director handed out a copy to Commission on the Micro Hydropower Generation System Feasibility Study for the City of Aztec prepared by ESC Engineering. He mentioned that in an effort to assess the potential for generating hydroelectric power, several sites were chosen for a planning level analysis regarding the viability of irrigation-based systems within the City. Ken mentioned that at this time from an economic standpoint alone, a micro hydropower system using irrigation water for the City of Aztec is not economically viable given the constraints imposed by physical limitations and limited water rights per the study.

B. Procurement Policy

Kathy Lamb, Finance Director mentioned that this is a resolution to adopt a procurement policy for the City of Aztec. The staff summary presented reviews changes and procedures that will need to be made to the current policy that is place. Kathy mentioned that this policy will follow the current state procurement policy closely.

II. Adjournment

Mayor Burbridge adjourned the Workshop at 5:46 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Saylor, City Clerk

MINUTES PREPARED BY:

Karla Saylor, City Clerk

DRAFT

CITY OF AZTEC
COMMISSION MEETING MINUTES
June 23, 2015

I. CALL TO ORDER

Mayor Burbridge called the Meeting to order at 6:00pm at the Aztec City Commission Room, City Hall, 201 W. Chaco, Aztec, NM.

II. INVOCATION

The Invocation was led by Judge, Carlton Gray

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Electric Director, Ken George

IV. ROLL CALL

Members Present: Mayor, Sally Burbridge; Commissioner, Katee McClure; Commissioner, Roberta Locke; Commissioner, Sheri Rogers

Members Absent: Mayor Pro-Tem Sherri Sipe

Others Present: City Attorney, Larry Thrower; City Manager, Joshua Ray; City Clerk, Karla Sayler; Project Manager, Ed Kotyk (see attendance sheet)

V. AGENDA APPROVAL

MOVED by Commissioner Locke, SECONDED by Commissioner McClure to Approve the Agenda as presented

VI. CITIZEN RECOGNITION

Kate Skinner, Library Director recognized Conner Hall for being the first child to turn in summer reading log reading 15 books.

VII. EMPLOYEE RECOGNITION

None

VIII. CONSENT AGENDA

MOVED by Commissioner Locke, SECONDED by Commissioner McClure to Approve the Consent Agenda with the exception of Item F Resolution #2015-956 City of Aztec Procurement Policy

- A. Commission Meeting Workshop Minutes, June 9, 2015
- B. Commission Meeting Minutes, June 9, 2015
- C. Travel Requests
- D. Resolution 2015-954 Write Off of Uncollected Utility Accounts
- E. Resolution #2015-955 Surplus
- F. Pulled

All Voted Aye, Motion Passed Four to Zero

IX. ITEMS FROM CONSENT AGENDA

- F. Resolution #2015-956 City of Aztec Procurement Policy

Commissioner McClure asked to table this item for the next commission meeting on July 14, 2015.

MOVED by Commissioner McClure, SECONDED by Commissioner Locke to Table Resolution 2015-956 City of Aztec Procurement Policy until Commission Meeting on July 14, 2015

All Voted Aye, Motion Passed Four to Zero

X. CITIZENS INPUT

None

XI. BUSINESS ITEMS

- A. Annual Water Contract For Southwest Water Consultants, Inc.

Josh mentioned that the contract amount will remain the same as the current contract at \$12,000 and that this will be the last year the City will be able to contract with Mr. Phillip Soice President of the Southwest Water Consultants because he will be retiring after the 2016 fiscal year. Josh mentioned that if this contract is approved then next year we will go out to bid for a new contract.

MOVED by Commissioner Rogers, SECONDED by Commissioner McClure to Approve the Annual Water Contract for Southwest Water Consultants, Inc.

All Voted Aye, Motion Passed Four to Zero

XII. LAND USE HEARINGS

A. 2015-053 Tiger Ruins Subdivision

Mayor Burbridge opened the Land Use Hearing for Request for a 2015-053 Tiger Ruins Subdivision. Mayor Burbridge stated that this hearing would be conducted under Procedures mandated by the New Mexico Court of Appeals in Battershell versus the City of Albuquerque, which were intended to protect the due process rights of our parties. Mayor Burbridge subsequently identified the parties and City Staff. Mayor Burbridge then asked Commission if they would accept the parties and they did. She reviewed the procedures and then asked if any members of the Commission had a conflict of interest, bias, or engaged in ex parte communication, there were none. Mayor Burbridge then swore in the parties and reviewed the Order of Presentation.

Ed Kotyk, Project Manager mentioned that this request seeks to subdivide a parcel of land situated within the City on 302 Blanco St. which is under 1 acre. What is being proposed is to divide the lot into 3 smaller lots.

MOVED by Commissioner Locke, SECONDED by Commissioner McClure To Approve 2015-053 A Request For Approving A Minor Subdivision Preliminary And Final Plat Concurrently And Creating Three Parcels As Well As A Waiver Of Subdivision Rules & Regulations Lot Improvements Three Depth To Width Ration 1:3 According To Findings Of Fact 1 Through 9

A Roll Call Was Taken, Motion Passed Four to Zero

XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Mayor Burbridge mentioned that she attended a walking tour with the MPO of the City. She mentioned that she received a thank you card from Preserve America Youth Summit. The Mayor mentioned that she will be attending the Four Corners Economic Development retreat on Wednesday June 24 and will be attending a NMML Policy Committee meeting on Saturday June 27 in Albuquerque.

Commissioner Rogers mentioned that she also attended the walking tour with the MPO along with Mayor Burbridge. She thanked Mayor Burbridge for representing the City with the MPO and answering their questions.

Commissioner Locke mentioned that she attended the opening ceremony at the City Golf Course. She mentioned that she attended Coffee with the Chief and the Family Night at the Library.

Commissioner McClure mentioned that she attended the opening ceremony of the City Golf Course. She attended coffee with the Chief. She also attended Family night at the Library. She mentioned that the Blues and Brews Festival will be in July.

XIV. DEPARTMENT REPORTS

Ken George, Electric Director gave an update on the substation and mentioned that they have come up with a plan to keep the substation running. Ken also mentioned that the employee association will be hosting a ice cream social and that the date will be announced soon.

Cindy Iacovetto, Community Center Director invited Commission to the Christmas in July Craft Fair on July 11 at the Community Center. She mentioned that there will be a Rabies clinic on July 12 at the Community Center.

Kate Skinner, reported on the summer program. She gave number of signups for children, teens, and adults.

XV. ADJOURNMENT

Moved by Mayor Burbridge, SECONDED by Commissioner Rogers to adjourn the meeting at 6:44 pm.

Mayor, Sally Burbridge

ATTEST:

Karla Sayler, City Clerk

MINUTES PREPARED BY:

Karla Sayler, City Clerk

Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (C)
AGENDA TITLE: Travel Requests

ACTION REQUESTED BY: Public Works and Courts
ACTION REQUESTED: Approval of Employee/Public Official Travel Requests
SUMMARY BY: Cheryl Franklin

PROJECT DESCRIPTION / FACTS (Leading Department)

- Resolution 2003-603 identifies the requirement for employee/public official travel requests to be pre-approved by the commission. All travel requests will be submitted to the commission for approval prior to the travel occurring except in unusual circumstances when the City Manager may approve as provided in resolution 2003-603.
- The attached log is sorted by dates of travel and then by department.
- If travel/training is to be reimbursed or some of the costs will be paid by another entity, those notes have been included on the log.

FISCAL INPUT (Finance Department)

- All departments requesting travel have sufficient funds budgeted within their travel/training budgets

SUPPORT DOCUMENTS: Travel Log July 14, 2015

DEPARTMENT'S RECOMMENDED MOTION: Approve Employee/Public Official Travel Requests

**EMPLOYEE/PUBLIC OFFICIAL TRAVEL REQUESTS FOR COMMISSION APPROVAL
MEETING DATE: JULY 14, 2015**

Dates of Travel	Department	Purpose of Travel/Location	Over-night	Out of State	Costs	Explanation of Cost	FY16 Budget Available
07/08-11/15	Public Works	Research Water Valve Equipment Phoenix, AZ.	Yes	Yes	216.00 135.00 396.49	Meals & Gratuity Allowance Estimated Cost for Fuel Lodging	Yes
07/19-24/15	Courts	National Judges Conference Albuquerque, NM.	Yes	No	194.40 400.00 60.00 834.00	Meals & Gratuity Allowance Registration Estimated Cost for Fuel Lodging	Yes
07/20-24/15	Courts	User Group Meeting & Municipal Court Clerk Conference Albuquerque, NM.	Yes	No	158.40 60.00 375.16	Meals & Gratuity Allowance Estimated Cost for Fuel (Riding w/Laura & Chelsea) Lodging	Yes
07/20-24/15	Courts	User Group Meeting & Municipal Court Clerk Conference Albuquerque, NM.	Yes	No	158.40 375.16	Meals & Gratuity Allowance Lodging	Yes
07/20-24/15	Courts	User Group Meeting & Municipal Court Clerk Conference Albuquerque, NM.	Yes	No	158.40 375.16	Meals & Gratuity Allowance Lodging	Yes
08/31-9/04/15	Courts	Justice Systems User Conference Chicago, IL.	Yes	Yes	252.60 375.00 505.20 833.42	Meals & Gratuity Allowance Registration Airfare Lodging	Yes

Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (D)
AGENDA TITLE: RFP 2014-228 Animas River Diversion: Smith Engineering Contract Amendment #4

ACTION REQUESTED BY: Public Works Department, Finance Department

ACTION REQUESTED: Approval

SUMMARY BY: Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Smith Engineering Company retained by City to design, provide bid services and construction oversight of the Animas River Diversion Project.
- The City Engineer requested Smith Engineering to provide an amendment for the following:
 - Provide engineering to investigate how low we can lower both the headgate and tailgate at the River pump station and still maintain channel flow to wash sediment downstream;
 - Changes the plans to move the berm the City has built over the years to the south tip of the existing island to divert the river to the east bank where the headgate is located;
 - Compute the fill material which will be placed in the river and places these amounts on the plans for easy reference for the USACE.
 - Make design and plan changes to lower the channel if engineering calculations prove the headgate and tailgate may be lowered within tolerance of channel flow.
- City Engineer/Public Works Director has reviewed Smith Engineering's request and recommends approval due to the change in the scope of services requested by the City.

PROCUREMENT / PURCHASING

- Request for proposals were solicited in December 2013. Smith Engineering was selected by the proposal evaluation committee and the negotiated contract was awarded by the City Commission on February 25, 2014.
 - Original Contract: \$135,714.00
 - Amendment #1: \$ 32,830.00
 - Amendment #2: \$ 13,604.00
 - Amendment #3: \$ 11,550.00
 - Amendment #4: \$ 2,572.50

- Amended Contract: \$196,270.50

FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Preliminary Annual Budget, as approved by NMDFA LGD, includes funds for the Animas River Diversion Project in the Joint Utility Fund, Water Treatment Plant, 500-4610-87175. The additional engineering fees will be funded from this budget.
- Amounts expended to date including gross receipts tax: \$169,076.90
- Amounts encumbered including gross receipts tax: \$ 45,147.46
- Amendment 4 including gross receipts tax: \$ 2,757.40
- Total \$216,981.76

SUPPORT DOCUMENTS: Smith Engineering Company Request, 6/19/15

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve RFP 2014-228 Animas River Diversion: Smith Engineering Contract Amendment #4, in the amount of \$2,572.50 plus gross receipts tax.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 10, 2014

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 4

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 3/14/14
- b. Owner: City of Aztec
- c. Engineer: Smith Engineering Company
- d. Project: Animas River Diversion

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

g. Smith Engineering Letter - Additional Services Request #4
[List other Attachments, if any] Revision 1 (dated 6/19/15)

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>135,719.00</u>
b. Net change for prior amendments:	\$ <u>57,984.00</u>
c. This amendment amount:	\$ <u>2,522.50</u>
d. Adjusted Agreement amount:	\$ <u>196,220.50</u>

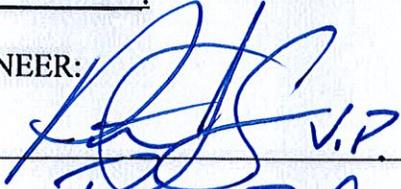
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By:  V.P.

Title: _____

Title: Vice President

Date
Signed: _____

Date Signed: 6/19/2015



June 19, 2015

Mr. William L. Watson, PE
City Engineer/Public Works Director
201 West Chaco
Aztec, New Mexico 87410

Re: Animas River Diversion project – Additional Services Request #4 Revision 1
Smith #114110

Dear Mr. Watson:

Smith Engineering Company (Smith) agrees to the scope of work and fees discussed for additional service #4 in the email from yourself dated June 11, 2015.

The fees discussed for the additional scope of work, not including applicable NMGRT, are indicated below:

City Requested Revisions (not including drafting modifications to lower the diversion channel)	\$1,882.50
Drafting modifications to lower diversion channel (upon City of Aztec Approval)	\$690.00
Total:	\$2,572.50

Please refer to the attached fee estimate spreadsheet for additional fee breakdown and task descriptions. We will not invoice for task 6 and 7 (\$690.00) unless directed by the City of Aztec to proceed with the drafting modifications on the diversion channel.

We will proceed with the City requested revisions once the “Amendment to Owner-Engineer Agreement” is executed. Smith will analyze and present the proposed design to lower the existing diversion channel (maximum of 6-inches) to the City of Aztec and proceed with drafting modifications only after City of Aztec Approval. Smith will submit a 100% construction document set to the City of Aztec electronically for FINAL review. We request that the City of Aztec review the construction documents and provide a **scanned set with redlined comments** back to Smith for final revisions. Please note that we did not budget any time to attend a meeting to discuss the 100% construction documents. Any review comments deemed design changes by Smith and outside of the described scope of work will require an **additional fee**. Smith will address the review comments and submit the final construction documents to the City of Aztec. Smith will then begin work with Ecosphere to finalize the USACE permit per the final construction documents.

Sincerely,
Smith Engineering Company


Jared Lujan, P.E.

- Attachment: Fee estimate spreadsheet (additional fee estimate #4)
- Letter from William Watson (dated April 23, 2015)
- Letter from Jared Lujan (dated May 20, 2015)
- Emailed Correspondence (dated May 21, June 5, and June 11, 2015)

**SMITH ENGINEERING COMPANY
ANIMAS RIVER DIVERSION
ADDITIONAL FEE REQUEST #4**

Design Change - Lower diversion channel and partial moving of berm to extend island.

TASK	Description	Proposed Fee
1	Design modifications (ENGINEERING Only): Evaluate if the diversion channel invert can be lowered up to a maximum of 6".	\$500.00
2	Design and Drafting modifications: move berm material to end of island instead of to west bank. revise grading in river.	\$700.00
3	Design modification: Recompute cut and fill volumes below the ordinary high water mark, based on moving of the berm and lowering diversion channel, and add to plans.	\$282.50
4	QA / QC all bid documents (without diversion channel revisions)	\$400.00
5	SUBCONTRACTOR - Ecosphere's additional fee to update 404 permit application due to design changes.	\$0.00
Subtotal:		\$1,882.50

Drafting Change - Lower diversion channel upon approval from Aztec

TASK	Description	Proposed Fee
6	Drafting modifications: diversion channel revisions from Item 1.	\$430.00
7	QA / QC plans for the drafting modifications associated with lowering diversion channel.	\$260.00
Subtotal:		\$690.00

Total: \$2,572.50

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners
Roberta S. Locke
Katee McClure
Sheri L. Rogers

A desirable place to live, work and play; rich in history and small town values!

April 23, 2015

Jared Lujan, PE
Smith Engineering
2201 San Pedro Dr NE
Bldg 4, Suite 200
Albuquerque, NM 87110

RE: River Diversion Project

Dear Mr. Lujan:

Information obtained in my meeting with Chris Wrbas of the US Army Corp of Engineering on 4/20/15 is causing me to reject the plans for this project submitted on April 8, 2015. There are several major concerns that must be addressed before a permit application will be possible.

- The grading methodology proposed to redistribute the existing diversion berm in the river must be revised to ensure diverting the thalweg to the river pump headgate in perpetuity.
- Two coffer dam phases for re-grading within the river proper must be presented in the plans.
- Additional grading and/or import by others in the future to ensure the river bed grading is accomplished with the desired result within the life of the 5-year permit.
- The plans must be cleaned up and presented so the general public can understand the project and its impacts on the Animas River without interpretation by an engineer.
- Materials disturbed by the project must be shown on the plans.

Grading the River

The existing berm built by the city over the years to capture the water in the area of the headgate will be relocated to the south island nose and placed strategically to help move the river thalweg to the east river bank.

A clean grading plan showing the diversion berm with contour lines will be provided for both the existing and proposed conditions. Both sides of the river and the existing island will be shown on these plans with contour lines. Existing contours will be shown with half-shaded lines and proposed contours will be shown with solid black lines. The high water mark will be clearly indicated on both contour plans with a dashed line.

The proposed contour plan shall identify the amount of material to be relocated from the existing berm to the proposed location next to the island. The amount of material to be relocated or disturbed below the high water mark shall also be identified.

The cross sections presently shown in the plans shall be modified to show both sides of the river. Vertical and horizontal dimensions must be added to the sections so the plan interpreter can easily determine impacts on the river topography. The proposed headgate will be shown. Existing topography will be shown shaded and proposed topography will be shown with solid black lines that clearly show the changes to the river. The high water mark shall also be shown on the section drawings. These cross

sections shall be relabeled with the conventional A-A, B-B markings. The existing page references shown on the sections are confusing and will be eliminated.

A future grading plan showing "grading by others" may be added to allow the City to enter the river to re-grade at a future date within the 5-year USACE permit period allowed for this project. If necessary, the City can modify the proposed grading plan to create a plan sheet. Smith Engineering will provide the electronic AutoCAD file for the proposed grading plan to the City for this purpose.

Coffer Dams

Two phases of coffer dams are anticipated for the project. The first phase will divert river water away from the east river bank to build the new headgate, dredge a channel for future river flow to the new headgate and armor the east riverbank. The second phase will divert river flow away from the island to the dredged channel along the east bank to relocate the existing river diversion berm to the island. Both must be shown on separate plans with enough area shown between the coffer dam and river bank to complete the work identified. Work to be completed during each coffer dam phase shall be clearly shown on the respective plan. Each coffer dam plan shall indicate the material to be used for the coffer dam and its temporary impact on the river, amount of material placed below the high water mark and how the material is to be treated following completion of the coffer dam phase.

The second coffer dam plan will be used to develop a third phase for any future grading needs. The electronic AutoCAD file will be provided to the City to develop this phase to be included in the plans.

General Plan Comments

The plans need to be cleaned up. Notes throughout the plan set are difficult to read because they are written over other notes, line-work or topography. This makes it nearly impossible for a layman to read and understand and could cause a potential contractor to misread causing a higher cost to the City. The plan that is presented to the USACE with the permit application must be easy to read as it will be presented in Public Meeting for general citizen input.

Please do not contact with the US Army Corp of Engineers or the New Mexico Environmental Department. Contact with outside agencies with reference to this project shall be made through the City of Aztec only.

Please make the appropriate changes as identified in this letter. We will set a date for further plan review within the next two weeks.

Additionally, please prepare a proposal to separate out the pump house improvements included in this project into a separate bid package and prepare a cost estimate for the pump house phase.

Thank you and contact me with your questions.



William L Watson, PE
City of Aztec, NM
City Engineer/Public Works Director
wwatson@aztecnm.gov
(505)334-7660

cc: Josh Ray, Aztec City Manager
John Jaquess, Smith Engineering
Pat Conley, Smith Engineering



May 20, 2015

Mr. William L. Watson, PE
City Engineer/Public Works Director
201 West Chaco
Aztec, New Mexico 87410

Re: Animas River Diversion project
Smith #114110

Dear Mr. Watson:

Smith Engineering Company (Smith) is in receipt of your letter dated April 23, 2015 discussing the construction drawings, dated June 1, 2015, for the referenced project. We appreciate the time you spent with us at the meeting on May 4, 2015 to review and clarify the contents of your letter. This letter will respond to the concerns stated in your letter and will conclude with bullet points indicating our understanding of the revisions to be made to the construction drawings based on our meeting.

Our understanding is that the design criteria established in the original contract is no longer valid and this letter will contain the basis of the revised design criteria for this project. Specifically, the revised design does not provide for a minimum of 6cfs entering the diversion channel when the flow in the river is 100cfs. It is understood that the City of Aztec will pump water directly from the river using a mobile pump when the river water level is too low to enter the diversion channel. This is as directed by the City of Aztec.

Following are responses to the bullets on page one of your letter.

- The grading of the river will be revised to reflect the City requested change to extend the existing island instead of the Smith proposal to move the berm material to the west side of the river against the west bank. Whether the island is extended or the west bank is filled, neither option will ensure the thalweg location in perpetuity.
- The drawings will be revised to indicate the use of cofferdams for moving the existing berm and river thalweg in phases.
- The plans will not show future grading in the river. The drawings will show grading to be completed under the construction contract awarded for the drawings.
- The drawings are engineering drawings. Smith will present the information on the drawings as clearly and concisely as possible.
- Areas to be disturbed by construction activities are indicated on the previously submitted drawings and will also be indicated on the revised drawings.

Following are responses to the three section headings of your letter.

1. **Grading the River** – A revised grading plan will be prepared to indicate the City requested location of the berm material at the south end of the existing island. Existing and proposed contours will be shown per current Smith drafting standards. The drawings will indicate the quantity of material to be moved from the existing berm to the south end of the island. However, since the river and berm have changed significantly since the survey was completed, the quantity of material moved will be a rough estimate. Cross-sections will be provided at 50

Mr. William L. Watson

Page 2 of 3

May 20, 2015

foot intervals along the thalweg construction baseline from Sta. 14+50 to Sta. 18+50. The 'Ordinary High Water' (OHW) location for the existing conditions only will be shown. No future grading plans will be included.

2. **Coffer Dams** – Coffer dam phasing plans will be included in the construction drawing set.
3. **General Plan Comments** – The construction drawings will be clear and easy to read in accordance with industry standards.

Based on our meeting on May 4, 2015, the following indicates our understanding of the design criteria for the revised construction drawings.

- Investigate the viability of lowering the existing diversion channel, head gate and tail gate to provide more opportunity for river flow into the channel during times of low flow rates in the river. Lowering should not significantly reduce flow velocity. No specific criteria were established.
- Move a portion of the existing berm to the south end of the existing island. Only enough material will be moved to close the existing channel and open a new channel along the east bank of the river. The remainder of the existing berm will not be moved.
- Show rock stabilization on the east side of the new island extension.
- Show additional rock stabilization on the east side of the existing island, upstream from the island extension, as a possible work area to be included in the permit.
- Include construction drawings for three phases of coffer dam installation.
- Show the current 'Ordinary High Water' location on the drawings.
- Indicate volumes of fill for areas above the OHW and below the OHW.

The following tasks requested by the City are changes to the drawing as previously submitted to the City and therefore, we are requesting additional engineering design services (Additional Services #4).

1. Design Changes as requested by the City of Aztec.
 - a. Investigate lowering the existing diversion channel and revise drawings to indicate design revisions.
 - b. Relocate the existing berm to the south end of the existing island instead of to the west bank of the river.
 - c. Revise the USACE Permit Application to reflect city requested changes to the project (Ecosphere).
2. Separate the contract documents into two bid packages; one package for the work to be done on the existing pump station and one package for the work in the river and on the site. Also, provide separate bidding/construction phase services fee for the existing pump station improvements package.

Mr. William L. Watson

Page 3 of 3

May 20, 2015

A fee estimate spreadsheet is included with this letter for your review. Please contact me with questions, comments or if you require additional information.

Sincerely,

Smith Engineering Company

A handwritten signature in black ink that reads "Jared G. Lujan". The signature is written in a cursive style with a large initial "J" and "L".

Jared Lujan, P.E.

Attachment: Fee estimate spreadsheet

SMITH ENGINEERING COMPANY
ANIMAS RIVER DIVERSION - ADDITIONAL FEE REQUEST #4
Design Change - Lower diversion channel and partial moving of berm
to extend Island.

TASK	Hourly rate	Prin. Eng.	Eng. IV	Eng. Assoc. II	CHC	Admin	Hours	Labor
		185.00	165.00	100.00	110.00	67.00		
Design								
1	Design and Drafting modifications: Lower diversion channel invert up to a maximum of 6". Show new grades in diversion channel. Modify details of headgate and tailgate.		2.0	6.0			8.0	\$930.00
2	Design and Drafting modifications: move berm material to end of island instead of to west bank. revise grading in river.		3.0	9.0			12.0	\$1,395.00
3	Design modification: Recompute cut and fill volumes below the ordinary high water mark, based on moving of the berm and lowering diversion channel, and add to plans.		0.5	2.0			2.5	\$282.50
4	QA / QC all bid documents		4.0				4.0	\$660.00
6	SUBCONTRACTOR - Ecosphere's additional fee to update 404 permit application due to design changes.							\$950.00
Subtotal Hours / Units:		0.0	9.5	17.0	0.0	0.0	26.5	
							Requested Additional Fee:	\$4,217.50

Split project into two construction phases

TASK	Hourly rate	Prin. Eng.	Eng. IV	Eng. Assoc. II	CHC	Admin	Hours	Labor
		185.00	165.00	100.00	110.00	67.00		
Design								
1	Separate construction drawings into two bid packages		1.0	9.0			10.0	\$1,065.00
2	SUBCONTRACTOR - The Response Groups (electrical) additional fee to separate electrical sheets.							\$700.00
3	Separate bid and agreement documents into two bid packages			3.0			3.0	\$300.00
4	Separate specifications into two bid packages			3.0			3.0	\$300.00
5	Separate Bid Tab/Construction Estimate into two bid packages		1.0	4.0			5.0	\$565.00
6	Bidding assistance for construction of the pump station improvements only including pre-bid meeting attendance, addendum creation, answer questions, bit tabulation, recommendation of award, and checking of bidders qualifications. No attendance to bid opening.		1.0	18.0	3.0		22.0	\$2,295.00
7	Construction management for the pump station improvements only including pre-construction conference attendance, submittal review, RFI review, change order review, misc.		1.0	25.0	3.0		29.0	\$2,995.00
8	Part-time Construction observation (Resident Project Representative) for the pump station improvements only, assume construction duration is 6 weeks, onsite observation of 10 hours per week including drive time from Durango.				60.0		60.0	\$6,600.00
Subtotal Hours / Units:		0.0	4.0	62.0	66.0	0.0	132.0	
							Requested Additional Fee:	\$14,820.00

TOTAL ADDITIONAL SERVICES #4 FEE \$19,037.50



Jared Lujan <jaredl@smithengineering.pro>

RE: River Diversion Project

1 message

William Watson <wwatson@aztecm.gov>

Thu, Jun 11, 2015 at 9:11 AM

To: Jared Lujan <jaredl@smithengineering.pro>

Cc: Joshua Ray <jray@aztecm.gov>, John Jaquess <johnj@smithengineering.pro>, Pat Conley <patc@smithengineering.pro>, Clayton Harrison <claytonh@chcengineers.com>, George Nemeth <georgen@smithengineering.pro>, Kathy Lamb <klamb@aztecm.gov>

Jared,

My comments are in **RED**.

From: Jared Lujan [mailto:jaredl@smithengineering.pro]**Sent:** Friday, June 05, 2015 9:07 AM**To:** William Watson**Cc:** Joshua Ray; John Jaquess; Pat Conley; Clayton Harrison; George Nemeth; Kathy Lamb**Subject:** Re: River Diversion Project

Bill, our responses are in bold below. Referenced text from your email dated May 21 is smaller italicized.

Please check the following comment in the body of your letter: "The plans will not show future grading in the river. The drawings will show grading to be completed under the construction contract awarded for the drawings." This comment seems to be in contradiction to statements made in 1. Grading the River. "A revised grading plan will be prepared to indicate the City requested location of the berm material at the south end of the existing island contours will be shown per current Smith drafting standards." Per my direction ~ The plans need to show the relocation / placement of the existing fill as contours ~ before and after.

This is a misunderstanding. The first referenced sentence is a response to your bulleted statement requesting additional grading and/or import by others in the future, after the construction contract but within the life of the 5-year permit. We will not show "future" grading for this purpose in our plans. The second referenced sentence is directly related to redesigning the grading in the river per your directive.

"I am having some heartburn paying Smith Engineering to prepare a set of plans that are readable. I believe it is Smith Engineering Company's professional responsibility to provide a plan set that is legible and adequate. The previous set of plans were rejected by the City as being incomplete and not sufficient to accompany the 404 permit application."

Smith Engineering did not propose any additional fee to revise the current plan set to improve the readability.

1. Design and Drafting modifications: Lower diversion channel invert up to a maximum of 6". Show new grades in diversion channel. Modify details of head gate and tailgate.

"I'm not sure why I would need to direct Smith Engineering to make the inlet to the diversion channel as low as possible. This seems elementary based on the original intent of this project to capture as much water from the river as possible during low flows and should have been accomplished as part of the engineering when we decided not to move the channel. Additionally, the engineering should be covered under items 2 & 6 of Fee Revision #3 approved by Commission 3/23/15. The City has already paid for this service. No additional fee allowed."

This statement is incorrect. You directed us (at the meeting held on May 4th, 2015) to lower the diversion channel including lowering the headgate and tailgate as much as possible. This requires additional analysis to verify channel velocities are maintained to avoid sediment deposition and minimize the effects of the tailwater on channel flow. Additional services #2 consisted of lowering the new headgate 2-inch below the existing headgate invert without any grading in the diversion channel and the installation of the new box culvert and tailgate. Our understanding is that the design criteria established in the original contract is no longer valid as discussed in the letter sent to the City of Aztec on May 20, 2015. The current design includes items 2 and 6 of the Additional Services #2 scope, therefore no revisions to the current diversion channel design will be made without an additional fee.

I directed you to investigate lowering the head and tail gates as much as feasible since we are not changing the channel alignment. After discussing this further with Clayton, I realize that no engineering was accomplished to lower the headgate 2" after I decided not to relocate the channel. Therefore, I will allow the Engineering to discover the optimum elevation of the headgate and tailgate. You are not authorized to change the plans until I am convinced it would be appropriate. Please split this task into separate tasks for engineering and drafting.

2. Design and Drafting modifications: move berm material to end of island instead of to west bank. revise grading in river.

"Again, I am not sure why I would need to instruct Smith Engineering to move the existing berm to a location to enhance moving the river thalweg to the east bank of the river. This is a plan change as a result of rejected plans. No additional fee allowed."

This statement is incorrect. You directed us (at the meeting held on May 4th, 2015) to modify our design in the river. Our design moves the thalweg to the east bank where the existing diversion channel inlet is located. The location where the berm material is placed has little affect on the thalweg location over the long term. Proceeding with your directed design requires an additional fee as this changes the current design. Note: no additional fee is requested to improve the presentation of the existing grading plan in the river, the current design.

I do not agree that your design optimizes the relocation of the thalweg. In my opinion the dispersion of the existing berm across the river bottom as shown in the plans is a very poor method of ensuring the thalweg is relocated to the east bank. My direction to relocate the berm to the lower end of the island is a result and part of rejecting your design and plan. I believe Smith Engineering has not fulfilled the contract documents in preparing a poorly engineered plan.

However, in the interest of getting the project completed, I will split the proposed cost with Smith Engineering and allow \$700 for this task.

3. Design modification: Recompute cut and fill volumes below the ordinary high water mark, based on moving of the berm and lowering diversion channel, and add to plans.

"A requirement of USACE that Smith Engineering should have been aware of. However, I am willing to accept there may have been confusion in obtaining these directives from the USACE if Smith Engineering did not ask the right questions when meeting with the USACE representative. Additional FEE allowed. \$282.50"

Smith Engineering is aware of this requirement. The exhibits included in the actual permit contain earthwork quantities below the ordinary high water mark. You directed us to place a table on the construction plans of the already computed quantities in addition to earthwork quantities above the ordinary high water mark. This is not a requirement of the USACE.

This IS a requirement of USACE. This is not something I just made up!

4. QA / QC all bid documents

"QA/QC is an internal function necessary in all engineering plan preparation to ensure the plans are completed properly and are correct before professionally sealing the documents. This is an overhead expense. No additional fee is allowed."

Smith Engineering always includes costs for QA/QC. Sometimes we incorporate this cost into the total fee and sometimes we separate this cost out into an individual item. Proceeding with your directed design changes will require additional QA/QC of the revised design.

I disagree with this statement. This cost should be included in the overhead costs. However, in the interest of getting this project completed, I will allow that portion of the \$660 charge that applies to plan changes. Smith Engineering acknowledges that the entire amount will not apply if regrading of the channel is not authorized.

5. SUBCONTRACTOR - Ecosphere's additional fee to update 404 permit application due to design changes.

"Any changes to Ecosphere documents needed because of Smith's inadequate plans should be paid for by Smith Engineering. The plans were not accepted by the City and Ecosphere should not have been directed to prepare a submittal with plans not approved by the applicant (City). No additional fee allowed."

The changes to Ecosphere's documents are a direct result of the directed changes to the design by you, specifically revisions to the existing diversion channel design and revisions to the river grading. No additional fee is requested if these two changes are not made.

The Ecosphere documents were prepared using plans that were not accepted by the City. Smith Engineering made the assumption that the plans created would be automatically

accepted by the City and therefore gave Ecosphere approval to prepare the 404 permit application documents using inadequate plans before obtaining client approval. Smith Engineering should be responsible for making erroneous decisions on behalf of the City, an act that George Nemeth had been warned against previously during this project.

-

This cost should be the responsibility of Smith Engineering because no authorization was given by the City to proceed with the 404 permit using the rejected plan set. NO ALLOWANCE WILL BE GIVEN for not obtaining City approval prior to proceeding with the 404 permit application preparation.

“Jared, if necessary, I will allow a small additional fee (\$200) for splitting the pump house improvement costs out so the City can make an informed decision whether we want to proceed with the plan and bid doc changes. I need that information before considering any other additional fees associated with splitting the project. “

We will base our effort on a billed hourly basis to split the construction estimate per the fee allowed.

We will not be splitting the pump house work out.

“Jared, I believe Smith Engineering is currently working against Additional Fee Request #3. We will work against that fee change to accomplish the plan changes outlined.”

In Summary, you directed us to make two design changes consisting of lowering the existing diversion channel and revising the grading in the river, both of which are not included in any previous additional service request. These changes affect our plans and the USACE permit application requiring an additional fee. No additional fee is requested if these two changes are not made.

Please prepare the agreement for the addendum based on my comments in red. If you feel further negotiations are necessary, we will need to have a formal meeting here in Aztec that includes the City Manager and similar Smith Engineering management representative present.

Jared Lujan, P.E.

Civil Engineer

Tel: 505.884.0700 x5577 Fax: 505.884.2376

Dir: 505.314.5577 Cell: 575.405.8033

2201 San Pedro Dr NE, Bldg 4 Suite 200, Albuquerque NM 87110

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On Thu, May 21, 2015 at 4:05 PM, William Watson <wwatson@aztecnm.gov> wrote:

Jared,

Please check the following comment in the body of your letter:

“The plans will not show future grading in the river. The drawings will show grading to be completed under the construction contract awarded for the drawings.”

This comment seems to be in contradiction to statements made in 1. Grading the River. “A revised grading plan will be prepared to indicate the City requested

location of the berm material at the south end of the existing island contours will be shown per current Smith drafting standards.”

Per my direction ~ The plans need to show the relocation / placement of the existing fill as contours ~ before and after.

I am having some heartburn paying Smith Engineering to prepare a set of plans that are readable. I believe it is Smith Engineering Company’s professional responsibility to provide a plan set that is legible and adequate. The previous set of plans were rejected by the City as being incomplete and not sufficient to accompany the 404 permit application.

1. Design and Drafting modifications: Lower diversion channel

invert up to a maximum of 6". Show new grades in diversion channel. Modify details of head gate and tailgate.

I'm not sure why I would need to direct Smith Engineering to make the inlet to the diversion channel as low as possible. This seems elementary based on the original intent of this project to capture as much water from the river as possible during low flows and should have been accomplished as part of the engineering when we decided not to move the channel. Additionally, the engineering should be covered under items 2 & 6 of Fee Revision #3 approved by Commission 3/23/15. The City has already paid for this service. No additional fee allowed.

2. Design and Drafting modifications: move berm material to end

of island instead of to west bank. revise grading in river.

Again, I am not sure why I would need to instruct Smith Engineering to move the existing berm to a location to enhance moving the river thalweg to the east bank of the river. This is a plan change as a result of rejected plans. No additional fee allowed.

3. Design modification: Recompute cut and fill volumes below

the ordinary high water mark, based on moving of the berm and lowering diversion channel, and add to plans.

A requirement of USACE that Smith Engineering should have been aware of. However, I am willing to accept there may have been confusion in obtaining these directives from the USACE if Smith Engineering did not ask the right questions when meeting with the USACE representative. Additional FEE allowed. \$282.50

4. QA / QC all bid documents

QA/QC is an internal function necessary in all engineering plan preparation to ensure the plans are completed properly and are correct before professionally sealing the documents. This is an overhead expense. No additional fee is allowed.

5. SUBCONTRACTOR - Ecosphere's additional fee to update

404 permit application due to design changes.

Any changes to Ecosphere documents needed because of Smith's inadequate plans should be paid for by Smith Engineering. The plans were not accepted by the City and Ecosphere should not have been directed to prepare a submittal with plans not approved by the applicant (City). No additional fee allowed.

Jared, if necessary, I will allow a small additional fee (\$200) for splitting the pump house improvement costs out so the City can make an informed decision whether we want to proceed with the plan and bid doc changes. I need that information before considering any other additional fees associated with splitting the project.

Jared, I believe Smith Engineering is currently working against Additional Fee Request #3. We will work against that fee change to accomplish the plan changes outlined. //w2

From: Jared Lujan [<mailto:jaredl@smithengineering.pro>]
Sent: Wednesday, May 20, 2015 5:01 PM
To: William Watson
Cc: Joshua Ray; John Jaquess; Pat Conley; Clayton Harrison; George Nemeth
Subject: Re: River Diversion Project

Bill,

Attached is our response letter and associated additional fee request spreadsheet.

Please feel free to contact me with any questions or concerns.

Thank you,

Jared Lujan, P.E.
Civil Engineer
Tel: [505.884.0700](tel:505.884.0700) x5577 Fax: [505.884.2376](tel:505.884.2376)
Dir: [505.314.5577](tel:505.314.5577) Cell: [575.405.8033](tel:575.405.8033)
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On Mon, Apr 27, 2015 at 7:36 AM, William Watson <wwatson@aztecm.gov> wrote:

Please see attached letter //w2

William L Watson, PE, PTOE, CFM

City Engineer/DPW

Aztec, NM

[505.334.7661](tel:505.334.7661)

Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: VIII. CONSENT AGENDA (E)
AGENDA TITLE: Finance Department Record Destruction

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval of Finance Department Record Destruction
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Commission approved Resolution 2008-776 “Approving and Establishing a Records Management Program” for the City of Aztec on October 21, 2009.
- Prior to the final destruction of any city document, Commission approval must be obtained.
- If approval is obtained the documents will be shredded. The Destruction Form will be signed and held by the City Clerk.
- Destruction of the following Finance Department records **requiring** City Commission approval. Records are NOT scanned but have met record retention requirements:
 - Payroll Journals (Jan 2008 – Dec 2008) Biweekly payroll journals – 6 year retention period
 - Payroll Time Sheets (Jan 2008 – Dec 2008) Biweekly time sheets – 3 year retention period
 - Journal Entries (FY11) Journal vouchers for correction of errors of previously posted/recorded transactions – retention period 3 years after closed of accounting period
 - Invoice files (FY08) – contain information on the purchase of miscellaneous services from city; main contain buyer purchase documents and documentation of payment – 6 year retention period
 - Accounts Payable FY09 (July 2008 – June 2009) – includes invoices, purchase documents and check stubs – 6 year retention period
 - 2005 Water Trust Board Application (Reservoir #3) – this is the copy of the application only. Capital and Debt files are retained.
 - 1997 CDBG Application (Aztec Family Center) – application copy only. Capital files are retained.

- 1998 CDBG Application (Aztec Family Center) – application copy only. Capital files are retained.
- 2002 CDBG Application (Florence – Graceland Subdivision) – application copy only. Capital files are retained.
- 2002 CDBG Planning Grant Application (Community Plan update) – application copy only.
- ICIP 2008-2009 Surveys – Survey responses will be destroyed. Summary of responses is retained electronically.
- ICIP 2006- 2010 Project Documents – documentation submitted on various projects for inclusion in 2006 – 2010 ICIP
- 2003-2004 Capital Project Meeting Minutes – internal documentation – retention period 5 years after close of fiscal year in which created
- Destruction of the following Finance Department records **requiring** City Commission approval. Destruction includes paper and electronic records
 - Budget Workpapers (FY10 & FY11) – 3 year retention period
- Destruction of Finance Department records (information only – does not require City Commission approval, Resolution 2010-850 Authorizing Destruction of Hard Copy Records Once Digitally Archived, November 23, 2010):
 - FY2014 (July 2013 – June 2014) Accounts Payable records – records have been scanned and electronic records will be retained. Paper documents to be destroyed
 - FY2009 (July 2008 – June 2009) Bank Statements and Reconciliations – records have been scanned and electronic records will be retained. Paper documents to be destroyed.
 - Bids and RFPs issued 2004, 2005, 2006, 2007, 2008, 2009, 2010 – records have been scanned and electronic records will be retained. Paper documents to be destroyed
 - RFP Responses – multiple years, multiple projects. Extra proposal copies to be destroyed. Electronic records will be retained.

FISCAL INPUT

- Due to the volume of paper to be destroyed, the Finance Department will contact a firm specializing in document destruction. Funds were included in the FY16 Finance Department budget specific to this purpose.

SUPPORT DOCUMENTS: None

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Destruction of Finance Department Records

Staff Summary Report

MEETING DATE:	July 14, 2015
AGENDA ITEM:	VIII. CONSENT (F)
AGENDA TITLE:	Bid 15-0503 Public Works GPS Equipment

ACTION REQUESTED BY:	Finance Department, Public Works Department
ACTION REQUESTED:	Approval
SUMMARY BY:	Kathy Lamb, William Watson

PROJECT DESCRIPTION / FACTS

- Survey grade GPS equipment is necessary to provide the City Engineer the ability to enhance in-house plan design on various projects throughout the City including streets, sewer and drainage projects. The equipment may also be used to verify construction by contractors.
- The GPS equipment currently owned by the City is not capable of survey grade data and cannot record vertical differentials less than 1.7 FEET. As outlined in the attached bid document, the proposed GPS equipment can record active horizontal and vertical measurements on-site with a real-time tolerance of accuracy of less than 0.60 inches with Post-processed vertical and horizontal accuracy of less than 0.20 inches.
- The existing GPS equipment owned by the City cannot be upgraded to survey grade equipment.
- The proposed GPS equipment is an engineering tool not intended for GPS location of field items. Much like AutoCAD software, this tool is an intricate part of advanced, professional engineering design and is needed for in-house engineering. .
- The latest technology including the recently approved RTCM 3.2 Multiple Signal Messages (MSM) platform has been incorporated into the proposed GPS survey grade equipment making it the very latest in electronic/satellite measurement. With the proper field training and oversight by a registered engineer, the equipment will be used well into the future to develop in-house engineering projects. The hardware firmware support agreement keeps the internal software up-to-date.
- Since the equipment is absolute, delicate and precise, the attached bid specifications include the cost of all equipment including protective traveling and storage cases and all expenses for necessary hand delivery to Aztec Public Works where it will be accepted for the City. The vendor is also required to provide four full hours of individual training to include field data gathering and software usage at time of delivery. Bids also include all expenses to provide follow-up training consisting of four full hours two weeks after delivery of equipment.
- Purchase of the equipment by the Public Works Department will increase the efficiency of the City Engineer and staff members and allow more precise in-house engineering without the need to hire expensive outside surveyors to furnish vertical and horizontal field data. These costs amount to more than \$15,000 annually. The Cost of the

equipment will be recovered in only 2 years by eliminating the need for other surveying services on small engineering projects.

- Change orders on the Church Ave project were necessary partly because the in-house survey data was erroneous causing field engineering changes to the vertical alignment. These change orders could have been avoided if proper survey would have been provided. These change orders resulted in expenditures exceeding \$10,000. Change order savings costs would theoretically speed the cost recovery.
- Construction of the Llano Drainage project was delayed twice because of poor survey data requiring City forces to remove the newly-installed Llano street crossing drainage culvert and over 300 feet of newly-installed culvert between Taos and Ute. This GPS equipment will allow precise vertical measurements and will eliminate reworking projects which will save critical city workforce time.

PROCUREMENT / PURCHASING

- Invitation to Bid (ITB) was published on the city website and advertised in the Daily Times, Sunday, May 24, 2015. The bid was publically opened on Wednesday, June 10, 2015.
- Two responsive bids were received.
- The bid required submittal of documentation for the GPS units bid. The City Engineer/Public Works Director has reviewed the documentation and has recommended the bid be awarded to Allen Instruments in the amount of \$29,842.65 plus \$1,207.15 for annual maintenance service agreement after the warranty expires.

FISCAL INPUT / FINANCE DEPARTMENT

- Funds originally were available in the FY15 Annual Budget, Joint Utility O&M Fund, Water Distribution. Funds will be requested to be re-appropriated with the final FY16 Annual Budget due to the delay in staff recommendation to commission (specification review).

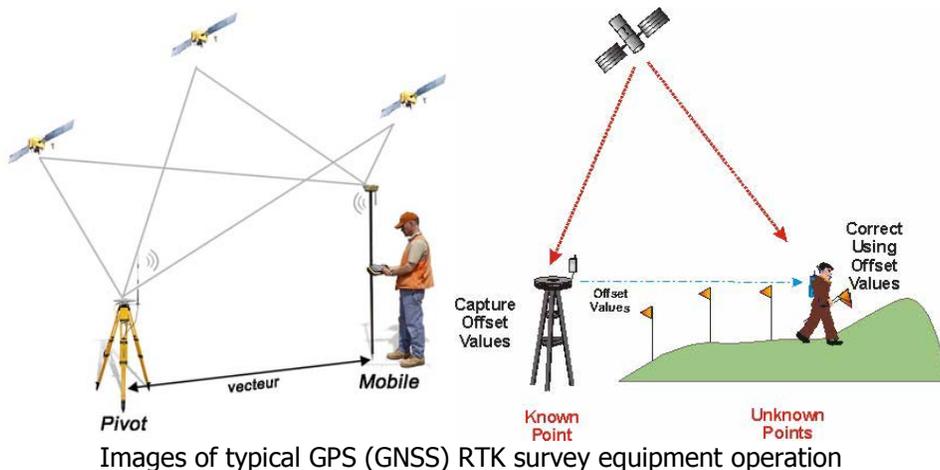
SUPPORT DOCUMENTS: Bid Tabulation

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of Bid 15-0503 Public Works GPS Equipment to Allen Instruments in the amount of \$29,842.65 plus annual maintenance service agreement.

City of Aztec Public Works GPS Equipment

The city is accepting bids for Survey Grade GPS (GNSS) RTK equipment to be used for topographic/design data, construction layout, and construction verification. The equipment shall comprise of base station and rover GNSS receivers with all necessary accessories required to complete the package for full functional use. Equipment must include office software for upload, down load and post processing of GNSS data.

Bids shall include the cost of all equipment including protective traveling and storage cases and all expenses for hand delivery to Aztec Public Works at 610 Western Drive, Aztec, NM and four full hours of individual training to include field data gathering and software usage at time of delivery. Bids shall also include all expenses to provide follow-up training consisting of four full hours two weeks after delivery of equipment.



The equipment shall operate as a base and rover with features that include the following:

- GNSS receivers will have the ability to be used in the base or rover mode
- Operate on 240-channel 6G GNSS chipset.

- GNSS-centric technology with full utilization of signals from all 6 GNSS constellations (GPS, GLONASS, BeiDou, Galileo, QZSS and SBAS)
- Enhanced GNSS-centric algorithm
- Fully independent GNSS signal tracking and optimal data processing allowing GPS-only, GLONASS-only or BeiDou-only Solution (Autonomous to full RTK)
- Must support the recently approved RTCM 3.2 Multiple Signal Messages (MSM)
- Receiver must have built in 3.5G cellular modemand support Bluetooth and WiFi connectivity that may be used for text messaging and email alerts as well as standard internet or VRS connectivity.
- Internal TRx UHF radio 2 Watt that is TX and RX Capable in each receiver. Antenna must be in center of receiver and must project down into center of glass fiber rod to enhance radio reception in all directions.
- Maximum rate of update shall be .05 seconds
- Real-time vertical and horizontal accuracy shall be 0.60 inches or less ~ Post-processed vertical and horizontal accuracy shall be 0.20 inches or less.
- Equipment shall operate between the temperature extremes of -40 deg F and +145 deg F.
- Equipment shall be designed for shock and vibration standards ETS300 & MIL-STD-810F
- Anti-theft protection built into the receiver that makes the device unusable if moved from a specific location. The anti-theft enhancement shall automatically send a text or email alert to the City if the receiver is moved without authorization and will continue to send alerts so that the stolen equipment may be tracked for recovery.
- Hot-Swappable batteries that can easily be changed in the field.
- The display must be sunlight readable that offers instant to critical system information including remaining battery life, number of active satellites, RTK status, and available memory.
- A dual battery power display shall be provided that indicates percentage of power remaining. This display may not be a simple "idiot light."
- Data collector shall contain a full alpha numeric keypad.
- Base Station must be capable of communicating its current battery status to the rover.
- The display shall be graphical PMOLED, user friendly and sunlight readable.
- Built in I/O including: RS232 Serial link, USB 2.0/UART, Bluetooth 2.1 +EDR, WiFi (802.11 b/g/n), 3.5G quad-band GSM / penta band UMTS module (800/850/900/1900/2100 MHz)

- Must support all of the following data formats: ATOM (both compact and super compact),CMR,CMR+,RTCM 2.1,2.3,3.1 and 3.2(including MSM)
- Equipment casing shall consist of impact resistant fiberglass able to withstand 2m pole drop and waterproofing to IP67 standards.
- Software shall provide a complete office suite for post processing GNSS data and adjusting survey information as well as exporting the processed data directly to engineering design software packages including AutoCAD.
- All equipment supplied shall be contained in durable traveling and storage cases
- Equipment shall include a two year hardware firmware warranty



Bid Tabulation
Bid 15-0503
Public Works GPS Equipment
Opened June 10, 2015, 2:00 PM

Item	Description	UNIT	QTY	ALLEN INSTRUMENTS	HOLMANS USA
				BID	UNIT PRICE
1	Survey Grade GPS (GNSS) RTK equipment as per detailed specifications; Submittals required with bid: Supporting specifications, catalog cut-sheets and photographs or illustrations of the proposed equipment	LS	1	\$ 29,842.65	\$ 54,538.74
2	Maintenance Service Agreement after Warranty Expires	YRS	1	\$ 1,207.15	\$ 5,595.00
Total Bid Comparison Including 5% NM State Preference:				\$ -	\$ 51,811.80
Total Bid Comparison Including 10% Resident Veteran Preference				\$ -	\$ -

5% NM State Preference calculated on Item 1, Survey Grade GPS Equipment only

Bid scheduled for City Commission award on Tuesday, July 14, 2015.

Staff Summary Report

MEETING DATE:	July 14, 2015
AGENDA ITEM:	VIII. CONSENT (G)
AGENDA TITLE:	Huitt-Zollars Engineering Services

ACTION REQUESTED BY:	Public Works Department, Finance Department
ACTION REQUESTED:	Approval of Huitt-Zollars Engineering Services
SUMMARY BY:	Watson, Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Huitt-Zollars, Inc. is the engineering firm retained by the City to design the replacement of the Outfall Sanitary Sewer Interceptor. The project began in 2006 with the identification of the need to replace the line to final design in 2014. During this time frame, the City has had multiple Public Works Directors, each providing direction for the design of the line.
- December 2014, Bill Watson identified an examination of existing underground conditions had not been accomplished and retained the services of GEOMAT, the City's on-call Geotechnical consultant, to conduct sub-surface exploration of the proposed alignment of the sewer interceptor line. The result of the exploration has required sections of the project to be realigned and construction procedures altered due to subsurface conditions.
- The additional design work, updating of construction documents caused by additional reviews of the plan set and documents are outside the scope of the agreement with Huitt-Zollars.
- Huitt-Zollars has submitted a proposal for professional engineering services specific to:
 - Alignment Alterations to construction plans
 - Construction Plan Alternations including update of estimated quantities, demolition plan, bore construction details, sequencing plan and traffic control plan. Documents to be updated include bid form, wage rates, advertisement and bid schedule.
 - Meetings and Coordination include review of plans by City, the City's Construction Management Team, bid process and pre-bid meeting.
- Proposed schedule:
 - 90% submittal – 2 weeks after Notice to Proceed
 - 95% submittal – 4 weeks after 90% review completed
 - 100% documents – 2 weeks after 95% review completed
- Huitt-Zollars will not be performing construction management. Wilson & Co. will perform the service for the City. However, Huitt-Zollars Inc, specifically Scott Eddings P.E., as engineer of record will be responsible for reviewing material submittals to be installed on the project and design changes as necessary during the construction phase.
- Based on the proposed schedule submitted by Huitt-Zollars, the earliest this project could bid will be in October with construction beginning sometime afterward to be determined through negotiation with the selected contractor and depending on weather conditions this winter.
- The City Engineer/Public Works Director has reviewed the proposal and recommends approval of the contract which gives the City joint ownership of the plans and other bid documents.

PROCUREMENT / PURCHASING

- The engineering services proposal submitted by Huitt-Zollars is \$21,500 (without tax). This amount exceeds the existing authority of the City Manager to approve the proposal and requires Commission action.
 - Alignment Alterations: \$10,000.00
 - Construction Document Alterations: \$ 6,500.00
 - Meetings (time & materials) \$ 5,000.00 (initial budget)
 - Total (without taxes) \$21,500.00

FISCAL INPUT / FINANCE DEPARTMENT

- FY16 Preliminary Budget, J/U Fund, Wastewater Collection, includes the budget for this project which includes sufficient funds for the approval of the engineering services. Upon completion of the various alterations, an updated engineer's estimate of probable construction costs and estimated construction time should be available for budget and rate review purposes.

SUPPORT DOCUMENTS: Huitt-Zollars Engineering Services Proposal

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Huitt-Zollars Engineering Services Proposal in the amount of \$21,500 plus taxes.

June 3, 2015

Mr. William Watson
Director of Public Works
City of Aztec,
610 Western Drive
Aztec, New Mexico 87410

RE: Engineering Services Proposal – Sanitary Sewer Interceptor

Dear Bill,

This engineering services proposal is to make alterations to the November 20, 2014 approved Sanitary Sewer Interceptor Construction Documents. The requested alterations implement a complete horizontal and vertical redesign of the Interceptor. Our proposal is based on the following assumptions and/or conditions.

Assumptions/Conditions

- The City shall continue to serve as lead project coordinator and has contracted directly with firms to secure necessary environmental permits.
- This proposal does not include Street designs.
- It remains understood that the Concrete Box Culvert included as part of the construction documents is by reference to NMDOT serial drawings. Huitt-Zollars does not have sufficient survey data to fully integrate this City requested scope addition into the construction documents.
- Erosion and Sediment Control Plan shall be prepared by others.
- This proposal does not include any service for EPA Section 402 Storm Water Pollution Prevention Plan (SWPPP) preparation or Maintenance/Inspections.
- Sewer flow rates at known connection locations will be supplied to Huitt-Zollars by the City.
- It is our understanding additional reviews by NMED/CBP will be required.

SCOPE OF WORK BASIC SERVICES:

1. Alignment Alterations

- Prepare requested Interceptor horizontal and vertical alignment revisions and make alterations to construction plans as required. Anticipated plans requiring some or complete alteration are listed below:

<u>Sheet</u>	<u>Sheet Title</u>	<u>Scope of Work</u>
C301	Utility Index Sheet	Develop New Alignment – Complete Plan Revision
C302	Utility Plan and Profile Sheet: Sta 10+00 to Sta 19+50.00	New Alignment and New Profile – Complete Plan Revision
C303	Utility Plan and Profile Sheet: Sta 19+50.00 to Sta 30+50.00	New Alignment and New Profile – Complete Plan Revision
C304	Utility Plan and Profile Sheet: Sta 30+50.00 to Sta 40+50.00	New Alignment and New Profile – Complete Plan Revision
C305	Utility Plan and Profile Sheet: Sta 40+50.00 to Sta 52+50.00	New Alignment and New Profile – Complete Plan Revision
C306	Utility Plan and Profile Sheet: Sta 52+50.00 to Sta 64+50.00	New Alignment and New Profile – Complete Plan Revision

<u>Sheet</u>	<u>Sheet Title</u>	<u>Scope of Work</u>
C307	Utility Plan and Profile Sheet: Sta 64+50.00 to Sta 75+50.00	New Alignment and New Profile – Complete Plan Revision
C308	Utility Plan and Profile Sheet: Sta 75+50.00 to Sta 83+41.51	New Alignment and New Profile – Complete Plan Revision

2. Construction Plan Alterations

- Alter construction plans as necessary. Anticipated plans requiring some or complete alteration are listed below:

<u>Sheet</u>	<u>Sheet Title</u>	<u>Scope of Work</u>
C004	Project Estimated Quantities	Update Quantities
C209	Demolition Plan	Update Plan
C210	Demolition Plan	Prepare New Sheet
C402	Bore Construction Details	Replace Sheet w/ Typical Shoring Details
C601	Suggested Sequencing Plan	Update Sheet
C604	Suggested Traffic Control Plan	Update Sheet
C605	Suggested Traffic Control Plan	New Sheet
C606	Suggested Traffic Control Plan	New Sheet

- Prepare necessary alterations to project manual. Anticipated alterations are listed below:
 - Bid Form
 - Wage Rates
 - Bid Advertisement
 - Bid Period

3. Meetings and Coordination

- Prepare and submit 90% construction plans to City for review. Attend review meeting with the City.
- Prepare, submit and process 95% construction plans, estimate, and project manual through City and NMED/CPB for review. Attend review meeting with the City.
- Prepare, submit and process 100% construction plans, estimate, and project manual through City and NMED/CPB.
- Prepare Addenda as required
- Attend Pre-Bid Meeting

FEE:

We will perform the above scope of services for the following fixed fees:

1. Alignment Alterations	\$10,000.00
2. Construction Document Alteration	\$6,500.00

We will perform Task 3, the meetings and coordination, on a time and materials basis with an initial budget of \$5,000.00

If there are any changes or modifications to the alignment once we have commenced work, a change order for additional fees may be submitted to your office.

DELIVERABLES AND SCHEDULE

- 90% Submittal – 2 Weeks after Notice to Proceed
- 95% Submittal – 4 Weeks after 90% Review Meeting with City and NMED/CPB
- 100% Documents – 2 Weeks after 95% Review Meeting with City and NMED/CPB

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this AGREEMENT:

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this AGREEMENT for services shall be authorization by the CLIENT for HUITT-ZOLLARS, INC. to proceed with the work.

2. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Construction cost estimates provided by HUITT-ZOLLARS are prepared from experience and judgment. HUITT-ZOLLARS has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HUITT-ZOLLARS estimates.

3. STANDARD OF CARE

Services performed by HUITT-ZOLLARS under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

4. TAXES

All taxes, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the CLIENT in addition to fees.

5. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

6. CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to HUITT-ZOLLARS and HUITT-ZOLLARS shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HUITT-ZOLLARS, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

7. TERMINATION

In the event termination becomes necessary, the party (CLIENT or HUITT-ZOLLARS) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate

HUITT-ZOLLARS for services rendered and costs incurred up to the effective time of termination, in accordance with HUITT-ZOLLARS' prevailing Fee Schedule and Expense Reimbursement Policy.

8. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the CLIENT.

9. GOVERNING LAW

The laws of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. Any litigation arising in any way from this AGREEMENT shall be brought to the courts of that State.

10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that HUITT-ZOLLARS' scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HUITT-ZOLLARS or any other party encounters any hazardous or toxic materials, or should it become known to HUITT-ZOLLARS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HUITT-ZOLLARS' services, HUITT-ZOLLARS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

11. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this AGREEMENT, HUITT-ZOLLARS shall visit the site at intervals agreed to in writing by the CLIENT and HUITT-ZOLLARS, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HUITT-ZOLLARS to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, HUITT-ZOLLARS shall keep the CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work.

If the CLIENT desires more extensive project observation or fulltime project representation, the CLIENT shall request that such services be provided by HUITT-ZOLLARS as Additional Services in accordance with the terms of this AGREEMENT. HUITT-ZOLLARS shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

HUITT-ZOLLARS shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HUITT-ZOLLARS does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

12. JOBSITE SAFETY

Neither the professional activities of HUITT-ZOLLARS, nor the presence of HUITT-ZOLLARS or its employees and subconsultants at a construction/project site, shall impose any duty on HUITT-ZOLLARS, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. HUITT-ZOLLARS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENT's contract with the Contractor.

The CLIENT also agrees that the Contractor shall defend and indemnify the CLIENT, HUITT-ZOLLARS and HUITT-ZOLLARS' subconsultants. The CLIENT also agrees that the CLIENT, HUITT-ZOLLARS and HUITT-ZOLLARS' subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance. The CLIENT shall furnish to HUITT-ZOLLARS certificates of insurance from the Contractor evidencing the required coverage specified above. The certificates shall include a provision that HUITT-ZOLLARS shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage.

13. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

CLIENT shall be responsible for, and HUITT-ZOLLARS may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT or any of its other consultants (collectively the CLIENT) to HUITT-ZOLLARS pursuant to this Agreement. HUITT-ZOLLARS may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HUITT-ZOLLARS due to changes in or the incorrectness of information provided by the CLIENT shall be compensable to HUITT-ZOLLARS.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Engineer shall be deemed the author of all documents and designs created under by this agreement. All such documents prepared by the Engineer shall be considered as jointly owned by the Engineer and Owner. As Co-owner of the documents, the Owner shall be permitted to retain copies, including electronic AutoCAD files of the Engineer's drawings, and copies of specifications and other documents for information and reference and to make revisions to the documents as necessary throughout construction of the project including the development of as-built plans and other documents. The Owner agrees to not assign, sublet or transfer any rights or interest in the Engineer's documents or designs to others without the Engineer's express written consent. Any reuse or modification to any documents created under this contract and held by the OWNER without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) arising out of any unauthorized reuse or modification of the documents held by the OWNER by any other person or entity that acquires or obtains the documents directly from an employee of OWNER. This clause shall not pertain to the unauthorized use of the document(s) by a third party who obtains the information directly from the OWNER'S website.

15. SEVERABILITY

Any term or provision of this AGREEMENT found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this AGREEMENT shall remain in full force and effect.

16. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HUITT-ZOLLARS as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

17. LIMITATION OF LIABILITY

IN ORDER FOR THE CLIENT TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE CLIENT AGREES TO LIMIT HUITT-ZOLLARS' LIABILITY ARISING FROM HUITT-ZOLLARS' PROFESSIONAL ACTS, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF HUITT-ZOLLARS SHALL NOT EXCEED HUITT-ZOLLARS' TOTAL COMPENSATION FOR THE SERVICES RENDERED ON THIS PROJECT.

Authorization

Please sign and return one copy of this proposal to our office to indicate your approval. We will proceed with our services upon receiving a signed copy of this proposal. This proposal is renegotiable if not accepted within 10 days. In the event this project is delayed or terminated prior to completion, compensation shall be at the current hourly rates for services performed to date.

Sincerely,
Huitt-Zollars, Inc.



Kim R. Kemper, PE
Senior Vice President

Accepted for City of Aztec

Signature

Printed Name

Date

Staff Summary Report

MEETING DATE:	July 14, 2015
AGENDA ITEM:	VIII. CONSENT (H)
AGENDA TITLE:	MPO Joint Powers Agreement

ACTION REQUESTED BY:	FMPO Policy Committee
ACTION REQUESTED:	Approval of Joint Powers Agreement Renewal – Farmington Metropolitan Planning Organization
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

- Created in 2003 as the result of the 2000 census, the Farmington Metropolitan Planning Organization (FMPO) is a federally mandated transportation policy-making organization that is made up of representatives from local government and governmental transportation authorities. The United States Congress passed the Federal-Aid Highway Act of 1962, which required the formation of an MPO for any urbanized area with a population greater than 50,000. Federal funding for transportation projects and programs are channeled through this planning process. Congress created MPOs in order to ensure that existing and future expenditures of governmental funds for transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process.
- The member entities of the FMPO include the City of Aztec, Bloomfield, Farmington, and San Juan County.
- The JPA outlines the role of the City of Farmington as the fiscal agent, and the roles of the Policy and Technical Committees.
- Each member entity is represented by elected officials on the Policy Committee (currently Mayor Pro-Tem Sherri Sipe is the City of Aztec representative) and by agency staff members on the Technical Committee (Bill Watson, City Engineer/Public Works Director, represents the City of Aztec).
- The attached JPA was reviewed by the MPO Technical Committee and was approved by the Policy Committee at the May 28, 2015 meeting.
- The existing JPA expires September 30, 2015.
- The revised JPA covers the time period of October 1, 2015 to September 30, 2018.
- The only significant changes made to the proposed JPA include adding representation from NMDOT and Red Apple Transit. These changes were specifically directed by NMDOT, FHWA and FTA.
- Risk of not renewing JPA: If the City Commission does not approve the Joint Powers Agreement for the Farmington MPO, the MPO will continue to operate and exist, albeit in a diminished capacity. Transportation planning for the member entities would continue, but the City of Aztec would not be represented. This could jeopardize future funding for City road projects, as the City would not have an input into the MPO's Transportation

Improvement Plan (TIP). The TIP is used by the State of New Mexico Department of Transportation to develop the State Transportation Improvement Plan (STIP) which is the plan that details what projects will be funded. Without the City being able to place projects on the TIP, the City would face the likely scenario of not having projects placed on the STIP, which would result in the inability to obtain funding for transportation projects.

PROCUREMENT / PURCHASING

- Not Applicable

FISCAL INPUT / FINANCE DEPARTMENT

- The FY16 Preliminary Budget, General Fund, Streets, includes funding of \$8,000 to continue participation in the MPO.

SUPPORT DOCUMENTS: 2015 Joint Powers Agreement MPO

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the renewal of the Joint Powers Agreement – Metropolitan Planning Organization

**JOINT POWERS AGREEMENT
METROPOLITAN PLANNING ORGANIZATION**

THIS JOINT POWERS AGREEMENT entered into this ____ day of _____, 2015, by and between the **CITY OF AZTEC, NEW MEXICO**, hereinafter referred to as “Aztec”, **CITY OF BLOOMFIELD, NEW MEXICO**, hereinafter referred to as “Bloomfield”, **CITY OF FARMINGTON, NEW MEXICO**, hereinafter referred to as “Farmington”, and the **COUNTY OF SAN JUAN, NEW MEXICO**, hereinafter referred to as “San Juan County”, pursuant to the Joint Powers Agreement Act, being Sections 11-1-1 et. Seq., NMSA 1978, as amended.

WITNESSETH:

WHEREAS, as a result of the 2010 Census of Population and Housing for the United States, the Bureau of the Census has determined that the Farmington area has an Urbanized Area (UZA) population of 53,049 and has Urban Clusters in Aztec (8,456), Bloomfield (9,892), and Kirtland (8,200); and formally was listed as the Farmington Urbanized Area (UZA) in the Federal Register, Volume 77, Number 59 part IV, published on March 27, 2012; and,

WHEREAS, the entities within the Farmington UZA formed a Metropolitan Planning Organization (MPO) through the adoption of a Joint Powers Agreement on April 22, 2003 for the purpose of identifying transportation needs and developing a comprehensive transportation plan for the Metropolitan Planning Area (MPA) that included the Farmington UZA and all areas within the twenty year planning horizon of the UZA; and,

WHEREAS, the member entities of the Farmington Metropolitan Planning Organization (FMPO) contract with the New Mexico Department of Transportation (NMDOT) for the purpose of receiving funding to support the activities of the MPO; and,

WHEREAS, the FMPO is governed by the MPO Policy Committee that is comprised of appointed officials, or their alternates, from each of the governmental units participating in the MPO for the purpose of establishing, overseeing, and directing transportation related policy within the Farmington MPA; accomplishing overall transportation planning for the Cities and County within the MPO boundary; performing the work specified in contracts with the New Mexico Department of Transportation; and complying with the provisions of Titles 23 and 49 United States Code related to Metropolitan Planning.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

SECTION ONE:

Authority: The authority under which the parties have entered into this agreement are the New Mexico Statutes: Sec. 11-1-1 to 11-1-7 NMSA 1978 (Joint Powers Agreements Act); Sec. 3-18-1, Seq. NMSA 1978 (Municipal Code); Sec 4-37-1 et. Seq. NMSA 1978 (County Ordinance); Sec. 13-1-44, Sec. 13-1-111 through Sec. 13-1-117 and Sec. 13-1-135 and Sec. 13-1-136 NMSA 1978 (Procurement Code).

SECTION TWO:

Term: The term of this Agreement shall extend from the 1st day of October, 2015 to the 30th of September, 2018; and this Agreement shall be renewed automatically each year, subject to the appropriation of funds by the Entities.

SECTION THREE:

Fiscal Agent: The parties agree that the Fiscal Agent for the Farmington MPO shall be the City of Farmington. The City of Farmington shall be responsible for the accounting and administration of all funds necessary to operate the MPO. There shall be a Metropolitan Planning Organization Officer (MPO Officer) who shall be an employee of the City of Farmington and shall be responsible to monitor and insure that all expenditures by the MPO shall be done in accordance with the requirements of the New Mexico Procurement Code. In addition, the MPO Officer shall insure that all expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning, and Title 49 U.S.C. Section 5303, Metropolitan Planning, shall be done in accordance with State and Federal requirements related to the expenditures of such funds.

SECTION FOUR:

Organizational Structure: The organizational structure of the Farmington Metropolitan Planning Organization shall be as follows:

- A. An MPO Policy Committee shall be formed to establish policy to govern the urban transportation planning process.
 1. The MPO Policy Committee shall consist of:
 - a. One (1) member who shall be an elected or appointed official from Aztec.
 - b. One (1) member who shall be an elected or appointed official from Bloomfield.
 - c. Two (2) members who shall be elected or appointed officials from Farmington.
 - d. One (1) member who shall be an elected or appointed official from San Juan County.
 - e. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).

- f. Each member identified above shall be entitled to one (1) vote. Each member may have an alternate member who shall be formally designated by the Governing Body of that entity and who shall be permitted to participate and vote in the absence of that member. A majority vote of the members shall be required for any formal action taken by the MPO Policy Committee.
 - g. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT), and other ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 - h. The MPO Officer and MPO staff shall serve as staff for the Policy Committee and shall be responsible for the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
2. The function of the MPO Policy Committee shall be as follows:
- a. Serve as a forum for cooperative decision-making in transportation-related matters by principal elected officials of local governments.
 - b. Provide general policy guidance and direction to the Metropolitan Planning Organization and to the Technical Committee for the urban transportation planning process.
 - c. Review and approve actions taken by the Metropolitan Planning Organization in its performance of those functions shown in Subsection C and Subsection D below.
 - d. Provide general policy guidance and direction to the Metropolitan Planning Organization Officer and MPO staff in the performance of his/her duties.
 - e. Receive and consider input to the transportation planning process from the citizens of the MPA.
 - f. Report the status of urban transportation planning at a public meeting at least annually.
 - g. Periodically review and establish the jurisdictional boundaries of the MPA, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
 - h. Develop and approve an annual budget that is adequate to fund the required activities of the MPO.
 - i. Undertake such other activities as it may deem necessary and appropriate to carry out transportation planning for the urban area.
- B. An MPO Technical Committee shall be formed to act as technical advisors to the MPO Policy Committee.
1. The MPO Technical Committee shall consist of:
- a. One (1) member who shall be appointed by Aztec.
 - b. One (1) member who shall be appointed by Bloomfield.
 - c. Two (2) members who shall be appointed by Farmington

- d. One (1) member who shall be appointed by San Juan County.
 - e. One (1) member who shall be appointed by the Red Apple Transit.
 - f. One (1) member who shall be appointed by the New Mexico Department of Transportation (NMDOT).
2. Membership on the MPO Technical Committee should be made up of persons having expertise in transportation planning or programs or in transportation related planning or programs.
 3. Each member of the MPO Technical Committee identified above shall be entitled to one (1) vote. Each member of the MPO Technical Committee may designate an alternate member who shall be permitted to participate and vote in the absence of that MPO Technical Committee member. A majority vote of the MPO Technical Committee's membership shall be required for any formal action taken by the Committee.
 4. In addition, the Federal Highway Administration (FHWA), the New Mexico Department of Transportation (NMDOT) and other appropriate ex-officio (non-voting) members may be established by action of the MPO Policy Committee.
 5. The MPO Officer may be designated as a non-voting ex-officio member of the MPO Technical Committee by the Policy Committee. The MPO Officer and staff shall provide staff assistance to the MPO Technical Committee as necessary, including the keeping and distribution of the agendas, minutes and other records in compliance with all applicable statutes.
 6. The functions of the MPO Technical Committee shall be those designated by the MPO Policy Committee, including, but not limited to, providing technical information and analysis on transportation planning issues and projects; making recommendations regarding the priorities of individual transportation projects to be included on the TIP, and such other functions as are specified elsewhere in this Agreement.
 7. Advisory (voting and non-voting) members may also be designated to participate in the MPO Technical Committee from time to time by action of the MPO Policy Committee.
- C. The Metropolitan Planning Organization shall be designated by the Governor of the State of New Mexico, pursuant to Section 112 of the Federal Highway Act of 1973. The MPO boundary shall be shown in the attached Exhibit A. The MPO boundary shall be reviewed periodically and may be amended by the MPO Policy Committee, subject to the review and approval of the Governor of the State of New Mexico, as required by law.
- D. The Metropolitan Planning Organization, in cooperation with the State, shall perform the following functions:

1. Carry out the metropolitan transportation planning process through the guidance of the federal planning factors and the USDOT-HUD-EPA livability principles, which shall provide for consideration of projects and strategies that will:
 - a. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
 - b. Increase the safety of the transportation system for motorized and non-motorized users.
 - c. Increase the security of the transportation system for motorized and non-motorized users.
 - d. Increase the accessibility and mobility options available to people and for freight;
 - e. Protect and enhance the environment, promote energy conservation, improve the quality of life; and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
 - f. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
 - g. Promote efficient system management and operation;
 - h. Emphasize the preservation of the existing transportation system;
 - i. Provide more transportation choices;
 - j. Expand access to affordable housing;
 - k. Enhance economic competitiveness;
 - l. Target federal funds towards existing communities to spur revitalization and protect rural landscapes;
 - m. Increase collaboration among federal, state, and local governments to better target investments and improve accountability; and,
 - n. Value the unique qualities in all communities.

2. Address the seven National Planning Goals in MAP-21 by establishing performance targets.

Goal Area	National Goal
Safety	To achieve a significant reduction in traffic fatalities and serious injuries on all public roads
Infrastructure condition	To maintain the highway infrastructure asset system in a state of good repair
Congestion reduction	To achieve a significant reduction in congestion on the National Highway System
System reliability	To improve the efficiency of the surface transportation system
Freight movement and economic vitality	To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development
Environmental	To enhance the performance of the transportation system

sustainability	while protecting and enhancing the natural environment
Reduced project delivery delays	To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices

3. Develop and publish a Unified Planning Work Program (UPWP) describing all urban transportation and transportation-related planning activities the MPO intends to undertake during the subsequent two year period.
4. Develop and implement a proactive Public Participation Plan (PPP) which will provide complete information to the public in a timely manner, address the public involvement requirements stated in the bill Moving Ahead for Progress in the 21st Century (MAP-21), and provide an opportunity for access to key decisions.
5. Establish a performance-based approach to the transportation decision making process and to transportation plans such as the MTP and TIP.
6. Prepare, and periodically update, a Metropolitan Transportation Plan (MTP) which identifies existing or future transportation facilities that should function as an integrated metropolitan transportation system or serve important national and regional transportation functions for a 20-year planning period, including a financial plan that demonstrates how the long range transportation plan can be implemented to maintain the system, make the most efficient use of existing transportation facilities to relieve congestion and maximize the mobility of people and goods, and indicates appropriate transportation enhancement activities. Furthermore, the MTP will include performance measures and targets as well as a report evaluating the condition of the transportation system based on these performance targets.
7. Develop and update a Transportation Improvement Plan (TIP) for the urbanized area which shall include a priority list of proposed federally supported projects within the time period specified by NMDOT and a financial plan which demonstrates how the TIP can be implemented. The TIP will include a description of how it will achieve the performance targets outlined in the MTP.
8. The development of the TIP, and the MTP, shall be coordinated with other providers of transportation within and connecting to the area within the MPA.
9. Coordinate performance targets with NMDOT to ensure consistency.
10. Integrate performance-based processes into other transportation plans.

11. Cooperate with the NMDOT in the development of NMDOT's Long Range Transportation Plan (LRTP) for the MPA, pursuant to Section 134 of Title 23 and Section 5303 of Title 49.
 12. Maintain a Traffic Forecast Model (Travel Demand Model) and maintain data on traffic counts and socioeconomic conditions (population, employment, and land use) for the area within the MPA.
 13. Develop the Annual Listing of Federally Obligated Projects with obligated amounts for the MPO and publish the results annually on the MPO website.
 14. Manage the expenditures of Metropolitan Planning funds received under Title 23 U.S.C. Section 134, Metropolitan Planning (PL funds), and Title 49 U.S.C. Section 5303, Metropolitan Planning, as amended, and under the direction of the MPO Policy Committee.
 15. Enter into Agreement with NMDOT for funding and other matters as deemed necessary by the MPO Policy Committee.
 16. Take such other actions as may be necessary as directed and approved by the MPO Policy Committee.
- E. MPO Staff shall provide support and assistance to the MPO Policy Committee and MPO Technical Committee.
1. The principal duties of the MPO Officer are:
 - a. Maintain liaison and act in advisory capacity to both committees.
 - b. Provide technical support and assistance in the development and implementation of the UPWP, PPP, TIP and MTP.
 - c. Provide staff assistance to the MPO Technical Committee as necessary.
 - d. Provide liaison to the public on matters related to planning elements for which the state is responsible and insure compliance with the State of New Mexico Open Meetings Act.
 - e. Monitor all expenditures and work performed by the Metropolitan Planning Organization to insure compliance with all State and Federal laws. Process and certify requests for reimbursement with funds apportioned under Title 23, U.S.C. Section 104(f).

- f. Provide a channel for the transmission of information and directives from the Federal Highway Administration and New Mexico Department of Transportation to the Metropolitan Planning Organization.
 - g. Maintain a current record of expenditures by the State and FHWA for transportation projects and facilities within the MPO's jurisdictional area.
2. The principal duties of MPO staff are to ensure the MPO is in compliance with all federal and state requirements applicable to metropolitan planning, including carrying out the necessary metropolitan planning activities and keeping and distributing agendas, minutes, and other records in compliance with all applicable statutes.

SECTION FIVE:

Budgeting and Cost Allocation

- A. The operating costs for the MPO shall be allocated to the entities using the following formula that is based on 2010 Census population figures:

<u>Entity</u>	<u>Population</u>	<u>Percentage of Local Funding Share</u>
Farmington.....	45,877	60%
Aztec.....	6,763	10%
Bloomfield.....	8,112	10%
San Juan County area within MPO boundary (est.)	36,173 (est.)	20%
	96,925	100%

- B. Farmington will invoice the entities on a quarterly basis for each entity's share of the actual operating cost of the MPO.
- C. The budget year for the MPO shall be from October 1 to September 30 of each year.
- D. The budget for the MPO shall be established annually based on figures provided for federal funds and approved by the MPO Policy Committee. The annual budget shall be established in a timely manner each year so that each entity can budget its share of the MPO's operating cost in its own annual budget.
- E. It is further agreed that the parties hereto assume that some of the expense of the continuing transportation planning process will be provided for by funds apportioned under Section 104 (f), 23 CFR or by grants made under Sections 8 or 9, 49 CFR. Expenses not so provided shall be assumed by participating agencies according to the cost allocation specified in Section Five of this Agreement. A listing of anticipated funding sources shall be contained in the annual budget that is developed to support the Unified Planning Work Program for Transportation

Planning and which shall be presented to the MPO Policy Committee for approval.

SECTION SIX:

Severability: It is hereby declared to be the intention of the parties that the articles, sections, sub-sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, section, sub-section, or article of this Agreement, shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, sections, sub-sections, or articles of this Agreement, since the same would have been entered into by the parties without such invalid portion.

SECTION SEVEN:

Amendment:

- A. This Agreement may be supplemented or re-negotiated as necessary to meet changing conditions and as recommended by the MPO Policy Committee. This may include, but not be limited to, the following:
 - 1. The passage of a new federal transportation bill that includes new or revised requirements for metropolitan planning.
 - 2. A significant change in membership and structure of the MPO that may result from an entity withdrawing from the MPO, additions or reductions of membership to the MPO committees, changes based on census data, or modifications to the MPO boundary.

- B. Except as to the funding formula contained in Section Five, Paragraph A., which may only be amended by unanimous consent of all parties, this Agreement may be amended by mutual agreement of any three of the four parties to the Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties.

SECTION EIGHT:

Approvals: This agreement shall be subject to approval by the New Mexico Department of Finance and Administration pursuant to the New Mexico Joint Powers Agreements Act and pursuant to Sec. 13-1-135 NMSA 1978 and shall be effective as of the date of such approval. The MPA boundary, as initially established by this Agreement and as may be periodically amended by the MPO Policy Committee, shall be subject to the approval of the Governor of New Mexico, pursuant to 23 CFR 450.306.

SECTION NINE:

Termination:

- A. One entity may withdraw from this Agreement by giving ninety (90) days notice to the other Entities.
- B. This agreement may be terminated by mutual agreement of any three of the four parties to this Agreement, as evidenced by written approval of the governing bodies or authorized officials of those three parties, and by giving written notice at least ninety (90) days prior to the effective date of termination to the NMDOT and all parties to the Agreement.

SECTION TEN:

Conflict Resolution Process: In the event of a disagreement between the Entities, it is agreed that the Entities will resolve any disagreements at the lowest possible level. If a disagreement cannot be resolved at the lowest level, the Conflict Resolution hierarchy in the following table will be followed. If other agencies are involved, personnel from equivalent organizational levels will be included in the conflict resolution process.

Entity to Entity	Days to Escalate
Technical Committee	Next monthly meeting
Policy Committee	Next scheduled meeting
Local Councils/Commissions	Next scheduled meeting

If the disagreement cannot be resolved at the Technical Committee level and the entities agree to escalate, the issue will be discussed with the Policy Committee at their next scheduled meeting. If an agreement still cannot be reached, then the issue will be escalated to the local councils and commissions at their next scheduled meeting.

Mediation and facilitation may be used at any level to help expedite resolution. Mediation will be at agreement as needed and shall be held within the MPO planning area.

Disposition of Assets Upon Dissolution: The Entities agree that if the MPO formed under this JPA is dissolved or for whatever reason otherwise ceases to exist, any remaining funds and equipment associated with the MPO will be disposed of as follows:

- A. Any remaining funds will be returned to the Entities in proportion to their contribution;
- B. Any remaining equipment will be returned to the Entity contributing it or, if the equipment was purchased with contributed funds, the equipment will be distributed in proportion to contribution made; and,

- C. Any remaining equipment purchased with grant funds obtained from the NMDOT will belong to Farmington, subject to the terms of the grant agreement.

IN WITNESS WHEREOF, the Parties have here unto affixed their signatures:

THE CITY OF AZTEC, NEW MEXICO

MAYOR

ATTEST:

AZTEC CITY CLERK

(SEAL)

APPROVED AS TO FORM:

AZTEC CITY ATTORNEY

THE CITY OF BLOOMFIELD, NEW MEXICO

MAYOR

ATTEST:

BLOOMFIELD CITY CLERK

(SEAL)

APPROVED AS TO FORM:

BLOOMFIELD CITY ATTORNEY

THE CITY OF FARMINGTON, NEW MEXICO

MAYOR

ATTEST:

FARMINGTON CITY CLERK

(SEAL)

APPROVED AS TO FORM:

FARMINGTON CITY ATTORNEY

THE COUNTY OF SAN JUAN, NEW MEXICO

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

SAN JUAN COUNTY CLERK

(SEAL)

APPROVED AS TO FORM:

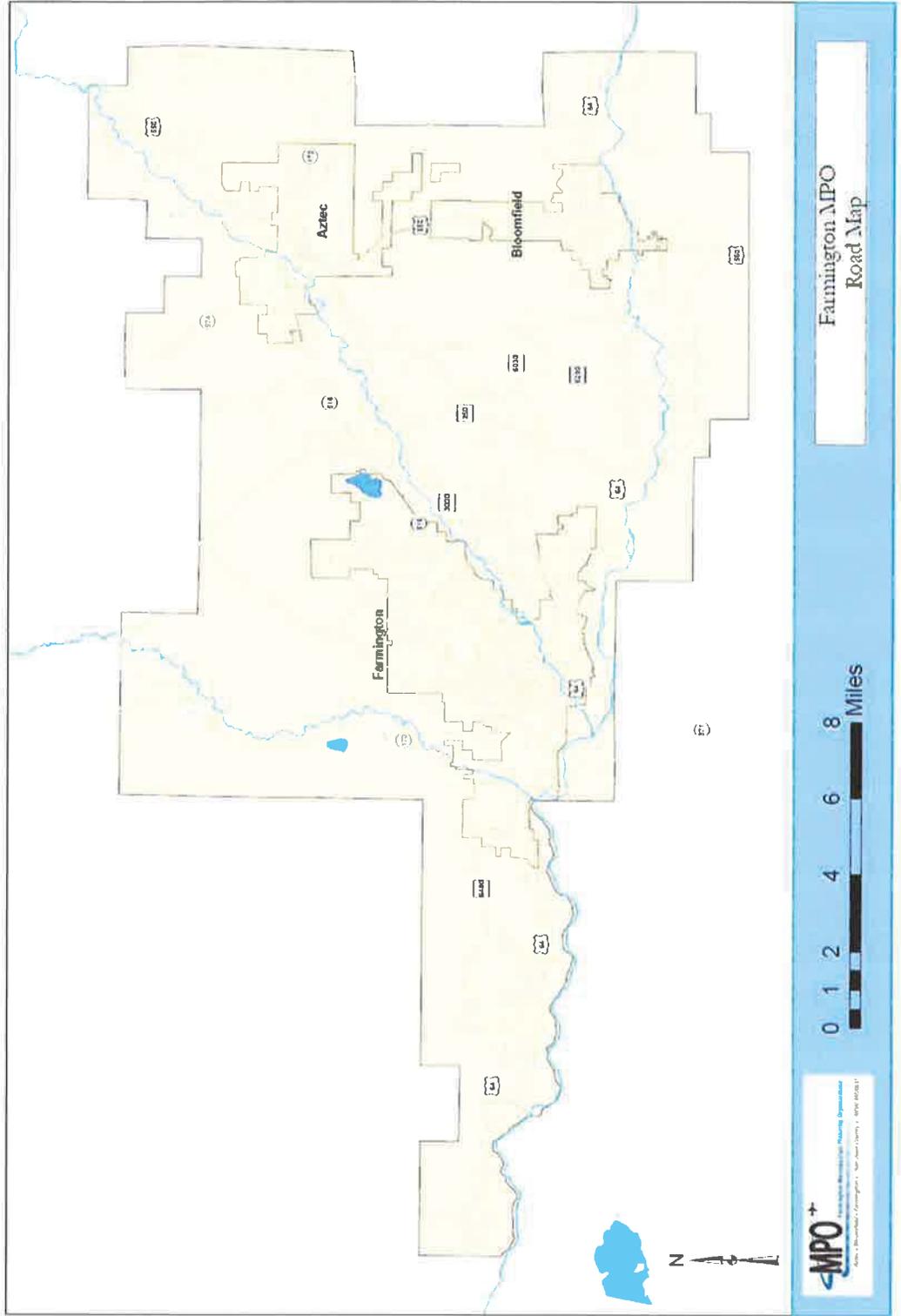
COUNTY ATTORNEY, SAN JUAN COUNTY

APPROVED:
THE STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: _____
SECRETARY

DATE

EXHIBIT A
FARMINGTON MPO BOUNDARY



Staff Summary Report

MEETING DATE:	July 14, 2015
AGENDA ITEM:	VIII. CONSENT AGENDA (I)
AGENDA TITLE:	Destruction of Utility Administration Records

ACTION REQUESTED BY:	Delain George
ACTION REQUESTED:	Approval of Utility Administration Record Destruction
SUMMARY BY:	Delain George

PROJECT DESCRIPTION / FACTS (Leading Department)

- The Utility Administration Department has taken inventory of records ready for destruction using the guidelines outlined under the Records Management Program.
- Commission approved Resolution 2008-776 “Approving and Establishing a Records Management Program” for the City of Aztec on October 21, 2009.
- Once the destruction of records has been approved by Commission, a Commercial Document Shredding Company will be contacted to destroy the identified records on-site.

TECHNICAL INPUT (Supporting Departments)

- Documentation providing identification/proof of shredded records will be signed by the Utility Office Business Office Director, certified and held by the City Clerk.

FISCAL INPUT Finance Department)

- FY2016 expense is expected to be \$165.00.

SUPPORT DOCUMENTS:	Document list of records to be destroyed, Destruction of City Documents
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DEPARTMENT’S RECOMMENDED MOTION: Move to Approve the Destruction of Utility Administration Records as inventoried on 7/01/2015.

Utility Administration
List of Records Ready for Destruction
as of July 1, 2015

RECORD TYPE	DOCUMENT DESCRIPTION	DATE	RETENTION PERIOD	DESTRUCTION METHOD	COMMENTS
Courts/Finance	Court Summary Reports/Receipts	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Finance	Daily Utility Cash Reports and receipts	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Finance	Cash Receipt Tapes	FY12	3 yrs after close of fiscal year	Shred	
Finance	Voucher for Utility Assistance Program	FY12	3 yrs after close of fiscal year	Shred	
Finance	Collection files	FY12	3 yrs after close of fiscal year	Shred	
Finance	Budget Work Papers	FY12	3 yrs after close of fiscal year	Shred	Departmental copies
Finance	Quotes for Purchases	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Municipal Clerk	Business License/Registration Records	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Municipal Clerk	Liquor License Records	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Parks & Recreation	Park Reservation Contracts	FY12	6 yrs after close of fiscal year	Shred	
Planning	Copies of issued Permits	FY12	3 yrs after final inspection	Shred	
Public Utility	Budget Billing Applications	FY12	3 yrs after close of fiscal year	Shred	
Public Utility	LIHEAP reports and correspondence	FY12	4 yrs after close of fiscal year	Shred	
Public Utility	Customer Payment arrangements	Expired	Until superseded or obsolete	Shred	
Public Utility	Bank Draft applications	Expired	Until superseded or obsolete	Shred	
Public Utility	Work Orders	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Various Service Files,logs, service requests	FY12	3 yrs after close of fiscal year	Shred	
Public Utility	Meter Reading Files, consumption reports	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Listing of Disconnect Notices and Delinquents	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Public Utility	Customer applications, correspondence	Expired	Until superseded or obsolete	Shred	Available electronically
Public Utility	Utility Billing Registers	FY12	3 yrs after close of fiscal year	Shred	Available electronically
Solid Waste	Work Orders/Job Tickets	FY12	3 yrs after close of fiscal year	Shred	

Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: VIII. CONSENT (J)
AGENDA TITLE: Resolution 2015-958 Surplus

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- The Aztec Public Library has identified items which are not essential for a municipal purpose. Those items include:
 - 15 boxes of surplus books. The books were identified as unnecessary based on (1) low or no circulation (most titles have not circulated in four years, those that have were circulated once in four years); (2) damage; and/or (3) dated information.
 - Study carrels – two joined back to back and 2 independent. Patron usage of the library has changed over the years and the carrels are no longer used by patrons. In addition, the height and confined space of the carrels restrict staff's ability to monitor the activity in the library to ensure the safety of all patrons.
- The Finance Department is requesting to submit the items for public auction through the Public Surplus website.
- If the items are not sold they will be donated or disposed of according to Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.
- Specific to the surplus books – there are several local non-profit entities which may desire the children's books. If the books are not sold through public auction, those entities will be contacted.

FISCAL INPUT / FINANCE DEPARTMENT

- Revenues from auction to be applied to General Fund / Joint Utility Fund

SUPPORT DOCUMENTS: Resolution 2015-958
Surplus List

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2015-958 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

**City Surplus
Resolution 2015-958**

Department	Item/Model	Condition	Reason for Surplus	Location
Library	Study Carrels, 2 double, 2 single	Good	Not Utilized	Library
Library	Printed and Electronic Collections, approximately 473 titles	Varies	Dated, damaged or low circulation items	



Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: VIII. CONSENT (K)
AGENDA TITLE: Re-Bid 2014-406 East Aztec Arterial, Phase 1B

ACTION REQUESTED BY: Finance Department, Public Works
ACTION REQUESTED: APPROVAL
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- East Aztec Arterial Route has been on the City's capital improvements list for several years. Due to funding restrictions, the route has been phased.
- Phase 1B will construct the south portion of the route which intersects with South Main (US550) and continue east crossing Williams Arroyo.
- Phase 2 is in the design phase. Construction is anticipated in 2017.
- Time for Phase 1B:
 - Bid Award: July 2015
 - Contract Approval: July/August 2015
 - Pre Construction Meeting August 2015
 - Notice to Proceed August 2015
 - Construction 210 Calendar Days
- Wilson & Co will provide all construction management on the project.

PROCUREMENT / PURCHASING

- Re-Bid 2014-0406, East Aztec Arterial, Phase 1B (construction of approximately ¾ mile of road from US550 across Williams Arroyo) was advertised on April 12, 2015, a non-mandatory pre-bid meeting was conducted on April 21, 2015, and bids were opened on May 19, 2015.
- Two bids were received (Oldcastle SW Group Inc and Crossfire LLC) and both appeared to be responsive based on the City's and Wilson and Co. review.
 - Oldcastle SW Group Inc \$3,806,884.26
 - Crossfire LLC \$4,189,161.00
- Crossfire LLC did not provide DBE* documents to NMDOT OEOP* as required in the bid documents and as a result, was determined to be an unresponsive bid by that office. This documentation is required of all bids submitted on federal projects.
- NMDOT Concurrence to award the bid was received on Wednesday, July 8, 2015.
- Upon receipt of bonds and contract signed by Oldcastle SW Group Inc., the contract will be presented to commission for approval.

* DBE = Disadvantaged Business Enterprise

* NMDOT OEOP = NM Department of Transportation Office of Equal Opportunity Programs.

FISCAL INPUT / FINANCE DEPARTMENT
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- Arterial Phase 1B Commitments (includes estimated taxes):
 - Oldcastle SW Group Inc. \$4,111,435.00
 - ACE Development (borrow) \$ 187,110.00
 - Wilson & Co (const management) \$ 296,780.00

 - Total \$4,595,325.00

- FY16 Preliminary Budget, Municipal Road Fund
 - Arterial Phase 1B \$3,332,000.00
 - FY16 Preliminary Budget anticipated the construction would begin prior to July 1, 2015 and funds appropriated in FY15 would not be 100% available in FY16. The re-appropriation of the balance of funds will be included in FY16 Final Budget.

 - Arterial Phase 1B (re-appropriation) \$ 754,334.00

 - 2014 Legislative Appropriation \$1,000,000.00
 - Prior to special session, the City had opportunity to request funds from 2014 Legislative appropriation and did so to provide sufficient funding availability for phase 1b. Total appropriation \$3,819,775, amount requested \$1,000,000. Final date to request funds: June 1, 2015

- Available Funding Sub-Total \$5,086,334.00
 - 2015 Legislative Appropriation \$1,500,000.00
 - June 2015 Special Legislative session included funding for the arterial project. Funding agreements will be available after severance tax bonds are sold. The FY16 Final Budget will include the legislative appropriation. Funds are available for East Aztec Arterial not specific to phase 1B. Due to the request by local governments for a special session specific to the capital outlay, the City responded to the request for funding in June and funds will be available this summer as well.

 - Total Available: \$6,586,334.00

SUPPORT DOCUMENTS: Wilson & Co Recommendation including bid tabulation
NMDOT Concurrence

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the award of Re-Bid 2014-406 to Oldcastle SW Group Inc. in the amount of \$3,806,884.26 plus gross receipts tax



July 8, 2015

Kathy Lamb
Finance Director
City of Aztec
201 West Chaco
Aztec, New Mexico 87410

Re: Control Number: F100090

Dear Ms. Lamb,

The New Mexico Department of Transportation (NMDOT) has reviewed the City's bid tabulations, contract bid proposals of the two bidders, and recommendation for award. The NMDOT concurs with your recommendation of awarding project CN F100090 to Oldcastle SW Group, Inc. as described in your letter dated June 22, 2015.

The City of Aztec is hereby authorized to award the contract to Oldcastle SW Group, Inc. Upon execution of the contract, the City of Aztec shall issue a Notice to Proceed (work order) to the contractor, advising him of the date to commence work.

If you have any questions, please contact me, Lawrence Lopez, Project Development Engineer/Acting TLPA Coordinator, at 505-827-3249. If there should be a need for any modifications to the plans, specifications, and/or contract documents during construction, please contact Darren Casados, District Five Construction Audit at 505-995-7825.

Sincerely,

A handwritten signature in blue ink, appearing to be "Lawrence Lopez", is written over a blue circular stamp.

Lawrence Lopez, P.E.
Project Development Engineer/
Acting Local Governments Coordinator
North Region Design

XC: Habib Abi-Khalil, Acting District Five Engineer
David Quintana, District Five Technical Support Engineer
Elias Archuleta, Chief Engineer
Octavio Burrola, Construction Liaison Engineer
Darren Casados, Construction Audit
File

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

**WILSON
& COMPANY**

4900 Lang Ave. NE
Albuquerque, NM 87109
505-348-4000
505-348-4072 Fax

Albuquerque
Colorado Springs
Denver
Fort Worth
Houston
Kansas City
Lenexa
Omaha
Pasadena
Phoenix
Rio Rancho
Salina
San Bernardino
San Diego

Wilson & Company
Latin America, LLC

June 12, 2015

William Watson
City of Aztec
610 Western Drive
Aztec, NM

Re: East Aztec Phase IB Roadway- Rebid

Dear William:

The Bid Opening for the above referenced project was held on May 19, 2015 at 2:00 P.M. MST. Two bids were received and are summarized in the table below.

CONTRACTOR	BASE BID as READ	BASE BID as TABULATED
Oldcastle SW Group Inc	\$3,806,884.26	\$3,806,884.26
Crossfire LLC	\$4,189,161.00	\$4,189,161.00

The apparent responsive low bidder is Oldcastle SW Group Inc with a Base Bid of **\$3,806,884.26 (excluding NMGRT)**. The spread among the two bids varied. There were no mathematical discrepancies with the two bids (see attached Bid Tabulation Exhibit.)

The apparent low bidder is within the City's budget for the project. After review of the final numbers and the required 3.5 % DBE goal, we recommend that the East Aztec Phase IB Roadway –Rebid Project be awarded to Oldcastle SW Group Inc. Award shall be the Base Bid for a total of **\$3,806,884.26 Excluding NMGRT**.

Oldcastle SW Group Inc is licensed to perform the work and is in good standing. The contractor's license number is 89829 and holds current classifications of GA98, GF01 and GF09. (See attached). Additionally, we have verified that Oldcastle SW Group has submitted the Required A644 Form within the required time frame to NMDOT OEOP and submitted the A585 form with their Bid Submission. Please feel free to call me at 505-400-0507 or 505-348-4000 with any questions.

WILSON & COMPANY



Chris Perea, PE
Operations Manager
cc: File

BID TABULATION

EAST AZTEC ARTERIAL PHASE IB-REBID				ENGINEERS ESTIMATE		OLDCASTLE SW GROUP, INC		CROSSFIRE		
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	
ROADWAY										
1	CLEARING & GRUBBING	LS	1	14,500.00	14,500.00	43,068.78	43,068.78	40,000.00	40,000.00	
2	UNCLASSIFIED EXCAVATION	CY	16,490	5.00	82,450.00	7.48	123,345.20	7.10	117,079.00	
3	CITY FURNISHED BORROW	CY	63,000	8.00	504,000.00	8.00	504,000.00	11.75	740,250.00	
4	SUBEXCAVATION AND RECOMPACTION	SY	25,000	1.20	30,000.00	5.55	138,750.00	13.00	325,000.00	
5	SUBGRADE PREPARATION	SY	27,000	2.10	56,700.00	1.30	35,100.00	1.20	32,400.00	
6	BASE COURSE	TON	6,755	21.00	141,855.00	19.04	128,615.20	24.00	162,120.00	
7	ASPHALT MATERIAL FOR TACK COAT	TON	13	580.00	7,540.00	1,224.00	15,912.00	1,665.00	21,645.00	
8	PRIME COAT MATERIAL	TON	44	750.00	33,000.00	600.00	26,400.00	1,975.00	86,900.00	
9	MINOR PAVING (DRIVEWAYS)	SY	293	30.00	8,790.00	46.75	13,697.75	70.00	20,510.00	
10	MISCELLANEOUS PAVING	SY	2,545	25.00	63,625.00	17.25	43,901.25	29.50	75,077.50	
11	ASPHALT CURB	LF	230	11.00	2,530.00	24.15	5,554.50	31.00	7,130.00	
12	HMA SP-III COMPLETE	TON	8,588	80.00	687,040.00	109.50	940,386.00	148.50	1,275,318.00	
13	REMOVAL OF SURFACING	SY	1,700	10.00	17,000.00	7.00	11,900.00	9.00	15,300.00	
14	METAL BARRIER, W-BEAM	LF	1,494	23.00	34,362.00	19.45	29,058.30	23.00	34,362.00	
15	END TREATMENT TYPE TL-3 END TERMINAL	EA	2	2,550.00	5,100.00	2,369.00	4,738.00	2,800.00	5,600.00	
16	END TREATMENT TYPE TL-2 END TERMINAL (37.5')	EA	3	2,550.00	7,650.00	1,955.00	5,865.00	2,315.00	6,945.00	
17	END TREATMENT W-BEAM END ANCHOR	EA	3	970.00	2,910.00	1,270.75	3,812.25	1,505.00	4,515.00	
18	END TREATMENT DRIVEWAY END ANCHOR	EA	6	1,140.00	6,840.00	1,299.50	7,797.00	1,535.00	9,210.00	
19	HEADER CURB	LF	48	23.00	1,104.00	26.45	1,269.60	32.00	1,536.00	
20	CONC MOUNTABLE CURB & GUTTER (6" X 18")	LF	655	20.00	13,100.00	28.75	18,831.25	22.00	14,410.00	
21	CLASS A SEEDING	AC	7	1,200.00	8,400.00	2,390.83	16,735.81	2,830.00	19,810.00	
22	CLASS D SEEDING	AC	1	5,500.00	5,500.00	17,084.56	17,084.56	20,000.00	20,000.00	
SUBTOTAL ROADWAY						1,733,996.00		2,135,822.45		3,035,117.50
CONSTRUCTION ENGINEERING										
23	SWPPP MANAGEMENT	LS	1	14,000.00	14,000.00	12,388.54	12,388.54	10,000.00	10,000.00	
24	TRAFFIC CONTROL MANAGEMENT	LS	1	17,500.00	17,500.00	31,481.25	31,481.25	28,500.00	28,500.00	
25	MOBILIZATION	LS	1	114,000.00	114,000.00	320,304.21	320,304.21	92,000.00	92,000.00	
26	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	85,000.00	85,000.00	62,100.00	62,100.00	55,000.00	55,000.00	
27	POST CONSTRUCTION PLANS	LS	1	8,500.00	8,500.00	13,800.00	13,800.00	14,000.00	14,000.00	
SUBTOTAL CONSTRUCTION ENGINEERING						239,000.00		440,074.00		199,500.00
PERMANENT SIGNING & STRIPING										
28	TEMPORARY CONCRETE WALL BARRIER	LF	30	50.00	1,500.00	234.16	7,024.80	68.00	2,040.00	
29	PANEL SIGNS	SF	148	15.00	2,220.00	25.73	3,808.04	30.50	4,514.00	
30	EXTRUDED PANEL SIGNS	SF	275	24.00	6,600.00	37.70	10,367.50	44.50	12,237.50	
31	STEEL POST AND BASE POST FOR PANEL SIGN	LF	275	12.50	3,437.50	12.43	3,418.25	15.00	4,125.00	
32	STEEL I-BEAM POST TYPE S4X7.7	LF	80	30.00	2,400.00	61.92	4,953.60	73.00	5,840.00	
33	BARRICADE, TYPE III - 8' (PERMANENT)	EA	6	550.00	3,300.00	759.00	4,554.00	900.00	5,400.00	
34	OBJECT MARKER TYPE 2	EA	18	325.00	5,850.00	36.85	663.30	43.00	774.00	
35	RETROREFLECTORIZED PAINTED 4" MARKINGS	LF	38,379	0.17	6,524.43	0.81	31,086.99	1.00	38,379.00	
36	RETROREFLECTORIZED PAINTED 24" MARKINGS	LF	43	1.05	45.15	15.67	673.81	18.50	795.50	
37	RETROREFLECTORIZED PLASTIC COMBINATION THRU AND LEFT ARROW	EA	4	235.00	940.00	209.93	839.72	250.00	1,000.00	
38	RETROREFLECTORIZED PLASTIC RIGHT ARROW	EA	8	235.00	1,880.00	174.77	1,398.16	210.00	1,680.00	
39	RETROREFLECTORIZED PLASTIC LEFT ARROW	EA	2	235.00	470.00	174.77	349.54	210.00	420.00	
40	RETROREFLECTORIZED PLASTIC WORD (ONLY)	EA	5	350.00	1,750.00	235.53	1,177.65	280.00	1,400.00	
41	REMOVAL OF PAVEMENT STRIPE	LF	934	0.50	467.00	1.79	1,671.86	2.00	1,868.00	
SUBTOTAL SIGNING & STRIPING						37,384.08		71,987.22		80,473.00
CONSTRUCTION TRAFFIC CONTROL										
42	CONSTRUCTION SIGNING	SF	120	17.00	2,040.00	5.75	690.00	13.70	1,644.00	
43	PORTABLE SIGN SUPPORT	EA	13	40.00	520.00	36.80	478.40	13.50	175.50	
44	BARRICADE, TYPE III - 8'	EA	6	525.00	3,150.00	414.00	2,484.00	70.00	420.00	
45	CHANNELIZATION DEVICES TYPE DRUM	EA	58	50.00	2,900.00	51.75	3,001.50	13.50	783.00	
46	SEQUENTIAL ARROW DISPLAY	EA	2	2,800.00	5,600.00	1,380.00	2,760.00	350.00	700.00	
SUBTOTAL CONSTRUCTION TRAFFIC CONTROL						14,210.00		9,413.90		3,722.50
DRAINAGE & EROSION CONTROL										
47	STRUCTURAL CONCRETE, CLASS A	CY	14	550.00	7,700.00	759.00	10,626.00	765.00	10,710.00	
48	STRUCTURAL CONCRETE CLASS AA	CY	455	520.00	236,600.00	822.83	374,387.65	535.00	243,425.00	
49	REINFORCED CONC FOR MINOR STRUCTURES	CY	5	700.00	3,500.00	1,380.00	6,900.00	1,190.00	5,950.00	
50	FLOWABLE FILL	CY	150	100.00	15,000.00	247.25	37,087.50	165.00	24,750.00	
51	REINFORCING BARS GRADE 60	LB	126,240	1.05	132,552.00	1.21	152,750.40	1.30	164,112.00	
52	18" CULVERT PIPE	LF	15	30.00	450.00	171.35	2,570.25	63.50	952.50	
53	18" CULVERT PIPE END SECTION	EA	1	275.00	275.00	2,443.75	2,443.75	520.00	520.00	
54	24" CULVERT PIPE	LF	266	65.00	17,290.00	72.45	19,271.70	77.50	20,615.00	
55	24" CULVERT PIPE END SECTION	EA	8	390.00	3,120.00	956.80	7,654.40	833.00	6,664.00	
56	36" CULVERT PIPE	LF	58	95.00	5,510.00	81.65	4,735.70	93.00	5,394.00	
57	36" CULVERT PIPE END SECTION	EA	2	525.00	1,050.00	1,659.45	3,318.90	1,200.00	2,400.00	
58	78" STORM DRAIN CULVERT PIPE	LF	240	230.00	55,200.00	218.50	52,440.00	244.00	58,560.00	
59	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	1,000.00	1,000.00	5,111.75	5,111.75	4,250.00	4,250.00	
60	RIP-RAP CLASS A	CY	53	220.00	11,660.00	431.25	22,856.25	124.00	6,572.00	
61	RIP-RAP CLASS E	CY	420	100.00	42,000.00	103.50	43,470.00	196.00	82,320.00	
62	RIP-RAP CLASS G	CY	14	40.00	560.00	471.50	6,601.00	100.00	1,400.00	
63	GABIONS	CY	450	250.00	112,500.00	322.00	144,900.00	172.00	77,400.00	
64	SILT FENCE	LF	5,575	2.50	13,937.50	2.43	13,547.25	2.90	16,167.50	
65	CHECK DAM, TYPE II, 18"	EA	80	30.00	2,400.00	355.12	28,409.60	420.25	33,620.00	
66	DROP INLET PROTECTION TYPE I	EA	4	85.00	340.00	92.51	370.04	110.00	440.00	
67	COMPOSTED MULCH SOCK	LF	1,555	3.50	5,442.50	3.31	5,147.05	3.95	6,142.25	
68	PIPE CASING, 14" STEEL, 1/4" WALL THICKNESS	LF	603	190.00	114,570.00	86.25	52,008.75	81.25	48,993.75	
69	PIPE CASING, 18" STEEL, 1/4" WALL THICKNESS	LF	80	200.00	16,000.00	195.50	15,640.00	107.00	8,560.00	
70	MODIFIED MDI, TYPE I (VALLEY/URBAN) H=3'1" TO 6'0"	EA	2	5,100.00	10,200.00	6,422.75	12,845.50	4,980.00	9,960.00	
71	MODIFIED MDI, TYPE III (VALLEY/URBAN)	EA	2	5,100.00	10,200.00	5,520.00	11,040.00	4,165.00	8,330.00	
72	CURB DROP INLET TYPE I-A, OVER 4'	EA	1	5,200.00	5,200.00	7,653.25	7,653.25	6,100.00	6,100.00	
73	10" HDPE WATERLINE W/CAPS INCLUDE TRENCHING	LF	400	40.00	16,000.00	264.50	105,800.00	40.10	16,040.00	
SUBTOTAL DRAINAGE & EROSION CONTROL						840,257.00		1,149,586.69		870,348.00
SUBTOTAL BID ITEMS 1-73						2,864,847.08		3,806,884.26		4,189,161.00

BID TAB DISCREPANCY

I, Brigitte Fuller, P.E. do hereby certify that this bid tabulation was prepared under my supervision and I am a duly registered professional engineer under the laws of the State of New Mexico.

Brigitte Fuller

**WILSON
& COMPANY**

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
 RACE CONSCIOUS MEASURE PROJECT
 CONTRACT GOAL FOR DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

For the purpose of this contract, a goal of 3.5% percent has been established for certified Disadvantaged Business Enterprise (DBE) Participation.

Type or print legibly

*Name of DBE	DBE Address	Description of Work	Proposed Amount
ALERT TRAFFIC CONTROL, INC.	543 SEWER DRIVE Bayfield, CO 81122	TRAFFIC CONTROL	\$ 44,661.00
Horizon Environmental Services, Inc.	91 S. Skyline Dr. Durango, CO 81303	Erosion Control SWPP Seeding	\$ 85,213.83
SANBAR Construction Corp.	9101 ROADWAY SE Albuquerque, NM 87105	Striping/Signage & Guardrail	\$ 96,942.85
HASSE Contracting Co., Inc.	3327 Tower Rd. SW Albuquerque, NM 87121	Structural Concrete	\$ 456,817.00
Total DBE Participation			\$ 683,634.68

1. Control No. CN F100090/
2. Contractor's DBE Liaison Officer RANDY DOSSEY
3. Total Amount of the Bid \$ 3,806,884.26
- **4. DBE Participation 683,634.68
 Dollar Estimate and Participation: \$ 683,634.68 or 17.96 % of line 3.

*Written confirmation from the DBE that is participating in the contract is required. See Form No. A-644.

** If the contract goal is not met, evidence of "Good Faith Efforts" must be provided. The bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement by the scope, intensity and appropriateness

I will abide by the Disadvantaged Business Enterprise (DBE) goal set forth for this project and hereby submit the names of the DBE firms that will participate in this project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DBE goal and the actual DBE participation achieved.

This statement is my assurance that Oldcastle SW Group, Inc. agrees to comply with the
 (Name of firm)

Requirements of 49 CFR Part 26, and the New Mexico Department of Transportation's Disadvantaged Business Enterprise Program, and all the requirements contained therein.

5/19/15
 Date

[Signature]
 Signature of Company Official

Bennett, Nicole L.

From: Kathy Lamb <klamb@aztecnm.gov>
Sent: Friday, June 12, 2015 3:55 PM
To: Perea, Christopher A.; Garcia, Robert J.
Cc: Fuller, Brigitte M.; Bennett, Nicole L.
Subject: FW: F100090 Bid Documents
Attachments: RE: F100090- DBE goal 3.5%

FYI

From: Lopez, Lawrence, NMDOT [mailto:Lawrence.Lopez@state.nm.us]
Sent: Wednesday, June 03, 2015 11:51 AM
To: William Watson
Cc: Kathy Lamb; Quintana, David D., NMDOT
Subject: FW: F100090 Bid Documents

Mr. Watson,

Please see the email (below) from the NMDOT Civil Rights Bureau. Can you provide the information to me? I will forward it to the Civil Rights Bureau.

Thank you,

Lawrence López, P.E.

*Project Development Engineer
Acting North Region Local Governments Coordinator*

NMDOT North Region Design
1120 Cerrillos Road
Santa Fe, NM 87505
Office (505) 827-3249
Mobile (505) 469-5944
Email: Lawrence.Lopez@state.nm.us

From: Roybal, Renee D, NMDOT
Sent: Wednesday, June 03, 2015 11:07 AM
To: Lopez, Lawrence, NMDOT
Subject: F100090 Bid Documents

Hi Lawrence,

On May 21, 2015 I received four A644 forms from OldCastle SW Group for F100090. Do you have the certified bid tabs, A585 and the Bidders List of Quoters for this project from the bid letting? I am not sure when the bid letting was, can you verify that for me as well?

Thank you,

Renee D. Roybal

New Mexico Department of Transportation
Construction & Civil Rights Bureau
1570 Pacheco Street, Building A
Santa Fe, New Mexico 87505
Phone: 505.469-8443
Fax: 505.476.0910



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Details				
Company Name	OLDCASTLE SW GROUP, INC.	License Number	89829	
Phone Number	5053243910	License Status	Active	
Issue Date	01/29/2004	Expiry Date	01/30/2016	
Volume	\$1000000.00 +			
Address				
PO BOX 1969				
City	BAYFIELD			
State	CO	Zip Code	81122	
QP Details				
Name	Certificate No	Classification	Attach Date	Status
KYLE MARION MARION HIGH	104363	GA98	01/29/2004	Attached
KYLE MARION MARION HIGH	104363	GF09	01/29/2004	Attached
KYLE MARION MARION HIGH	352403	GF01	06/25/2007	Attached
<input type="button" value="Back to search page"/> <input type="button" value="Back"/>				

Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: XI. BUSINESS ITEMS (A)
AGENDA TITLE: Resolution 2015-956 City of Aztec Procurement Policy

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- ITEM WAS ORIGINALLY PRESENTED AND TABLED ON JUNE 23, 2015

- Resolution 86-419 adopted City of Aztec Purchasing Guidelines
- Resolution 98-412, adopted December 1, 1988, adopted the procurement regulations pursuant to Sec 13-1-28 to 13-1-199 NMSA 1978
- During the 2013 Legislative session, several changes were made to the procurement code including:
 - Formal bid limits increased to \$60,000
 - Sole Source Purchases require a 30 Day Waiting Period following posting of notice
 - Emergency Procurement requires public posting within 3 days of the purchase
 - Penalties for violations of the state procurement code increased
 - Chief Procurement Officer designation and certification.
- Due to the length of time since a Procurement Policy has been updated and adopted by Resolution and prior to hiring of a Procurement Specialist, policies and procedures specific to procurement have been reviewed and updated.
- The policy provides the framework for the promulgation of procedures by the Purchasing Office, includes a Code of Ethics for any employee who purchases goods or services for the City, and Conflict of Interest.
- Procurement procedures have been updated and provided to all City Departments and will posted to KIVA (the City's intranet site) providing accessibility to all City employees.

SUPPORT DOCUMENTS: Resolution 2015-956
City of Aztec Procurement Policy

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2015-956 City of Aztec Procurement Policy

CITY OF AZTEC

RESOLUTION 2015-956

A RESOLUTION ADOPTING THE CITY OF AZTEC PROCUREMENT POLICY.

WHEREAS, the purpose of this Resolution is to adopt regulations to translate or define general and specific requirements of the Procurement Code; and

WHEREAS, the purposes of the Procurement Code are to provide for the fair and equitable treatment of all persons involved in public procurement, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity, Sec 13-1-29c NMSA 1978; and

WHEREAS, the Governing Body may adopt regulations through resolution or ordinance to effect the powers and duties granted the municipality by state law;.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Aztec, New Mexico that the regulations attached hereto is the procurement policy to be utilized by all officers and employees of the municipality through the Purchasing Office in the procurement of all tangible personal property, services and construction.

This resolution supersedes the City of Aztec Procurement Code Regulations in their entirety.

PASSED, APPROVED AND SIGNED this 14TH day of July, 2015.

MAYOR SALLY BURBRIDGE

ATTEST:

CITY CLERK KARLA SAYLER

Staff Summary Report

MEETING DATE: July 14, 2015
AGENDA ITEM: XII. LAND USE HEARING (A)
AGENDA TITLE: 2015-015 Caballo Pintado Subdivision

ACTION REQUESTED BY: Adams & Crane LLC
PO Box 190
Aztec, NM 87410

Gordon Crane, Jr.
4801 N. Butler Ave
Farmington, NM 87401
c/o Sakura Engineering
125 W. Main St. Farmington, NM 87401

ACTION REQUESTED: 2015-015 Preliminary Plat review of a new residential subdivision, Caballo Pintado

SUMMARY BY: William M. Homka AICP, CFM

PROJECT DESCRIPTION / FACTS

This request seeks approval for a new major subdivision to be located about 1.4 miles north of the Hwy 516 and N. Light Plan Rd. intersection. It is proposed to be on the west side of N. Light Plant Rd. The property is northwest of downtown Aztec and adjacent to the city's north boundary line. The application will subdivide 9.42 acres of land from the existing 39.31 acre parcel and create 42 single family residential lots and one commercial lot.

The general development information is as follows:

Existing Parcel Area:	39.31 acres
New Subdivision Area:	9.42 acres
Remainder Area:	29.89 acres
New Parcel Information:	
42 lots:	Single Family Use Typical lot size is 60.00' x 110' Typical lot area = 6,600 sq. ft.
Tract 'A'	Detention Pond Approximately = 15,857 sq. ft.
Tract 'B'	Commercial lot Approximately = 12,285 sq. ft.
Zoning:	R-2 Residential Multi Family
Floodplain Area:	No
Access:	Public roadway, Highway 574 (N. Light Plant Rd.)

SUMMARY

This application was submitted by Sakura Engineering & Surveying on behalf of Adams & Crane LLC which is listed as an Aztec company. The agent of the company is Gordon Crane Jr. The subdivision, Caballo Pintado, will divide 9.42 acres from a 39.31 acre parcel. Then the smaller parcel will be subdivided into 42 single family residential lots, one storm water detention parcel and one parcel reserved for commercial use. These are Tracts A & B respectively.

This subdivision was first presented to the Aztec City Commission in 2004. In discussions with the developer and engineering company, as well as research conducted by staff, it appears the development never received final approval. Late in 2014 and early 2015 Mr. Crane met with staff to begin discussions about Caballo Pintado and also market trends and the city's housing. Afterward Mr. Crane decided to revive the subdivision and he re-engaged the same engineering/survey firm to assist with the project submittal. The firm is Sakura Engineering and Surveying of Farmington, NM.

The application, 2015-015, was initially resubmitted to Community Development in February, 2015. The submittal was routed to all city departments involved with reviewing subdivision drawings and their associated construction drawings, reports and information pertinent to a major subdivision application. The staff met and provided Community Development with comments to be returned to the engineering firm. All of the comments resulting from the staff meeting were addressed. Most of the comments were of engineering in nature and pursuant to being shown on the drawings.

In general this major subdivision was required to submit a Drainage Report and Plan to the City Engineer for review and approval. The report is dated January 27, 2015. Access permits were also required to be obtained from the New Mexico Department of Transportation (NMDOT). In November 2013 NMDOT approved access permit #5-Drive-30-2013 NM 574. The approval is subject to some conditions related to access and drainage and is listed as findings of fact. They should be considered conditions for approving this application. The full permit is in the project file in Community Development's Office.

This subdivision project also needed a utility permit approved by the NMDOT. The permit is necessary because utilities were proposed to be installed beneath Hwy 574, which requires pavement cuts and replacement to the state's standards. NMDOT approved Utility Permit # 2014-128 in May, 2014 for a new underground sewer line to cross Hwy 574. This permit is also in Community Development's project file. Application files are open to the public by request for inspection.

Reviewing the proposed subdivision design, a few elements should be noted for the parties involved and the City Commission. First, although there is an oil well within 400' of the proposed project, this is a legal situation. Development can encroach within the 400' distance required for new wells because the well is already in place and any future land buyers within the subdivision will know it exists. The 400' rule is for new wells that would otherwise surprise residents already living in an area without a nearby gas well.

Second is this project implies it is the first of another future development. The long street, named Sorrel Street is virtually a straight line west from Hwy 574. After passing 38 of the 42 lots, Sorrel turns north to provide access to two additional parcels. The street is terminated with a 'temporary cul-de-sac.' Thus future development can be anticipated to grow from the end of Sorrel.

The issue of drainage was raised by the city engineer and public works director. The concern is related to any sheet flow of water draining down Sorrel Street and out onto Hwy 574. Staff inquired about this with the engineer who has inquired with several NMDOT departments. No one expressed concern or cited the issue is their jurisdiction. Staff has reviewed the NMDOT Access Permit and noticed that there are several options for 'drainage conditions' but none of them address water sheet flowing onto another waterway. Of the conditions, only one was cited as applicable to Caballo Pintado and is as follows: *"(DRAINAGE CONDITION ONE) A minimum of a twenty-four inch (24") diameter culvert pipe, with concrete end blankets and safety grates, shall be installed beneath the **access**. If a drainage study indicates a larger size pipe is needed then that studies (sic) recommendations will determine the appropriate size of the drainage culvert. The transverse slopes, or side slopes, of the access shall be a minimum of 8:1."*

The Drainage Report's Conclusions indicate "that all the drainage can be mitigated within the road section during and after construction. Construction of detention pond will be in the first order of work, according to the SWPPP (submitted under separate cover). Drainage, once in the street section, will be routed by way of gravity into a two foot deep detention pond (65' x 65') on the southeast corner of the subdivision. Along with the easements for the pond's adjacent to the east border of the subdivision, an access easement is provided for maintenance to the detention structure. Water in this detention pond will go into existing historical drainage courses (bar ditch) by way of 24-inch diameter piping at the historical rate and will drain the detention pond within a 24-hour period." The drainage report is available for review in the case file in Community Development.

The only two remaining issues are Tracts A and B. Tract A contains the Detention Pond for the project. Staff cautions the developer to ensure that the maintenance of the pond is arranged for through the use of deed / title requirements and the formation of a Home Owner Association. However the approach, fees must be collected incrementally and deposited into a fund for future maintenance, or else the owners are all billed accordingly when the pond exhibits maintenance needs. Typically the incremental approach is better because all residents, past and present, use the detention facility and thus current residents are not saddled with the full expense at one point in time.

The other issue is Tract B. The developer suggests this will be used for commercial development. Only a few commercial uses are permitted in the R-2 Residential Multi Family zoning district. Therefore the parcel may require a zone change to be approved by the Aztec City Commission to a C-1 Commercial Limited. Staff does not feel that C-2 would necessarily be appropriate for this location, especially considering the nearest commercial zoning is not contiguous to the parcel.

Considering the developer has provided the City of Aztec with all of the required documents, including access and utility permits, and drainage report; and the proposed layout of the subdivision conforms to the minimum requirements of the Aztec City Code and Subdivision Rules and Regulations, it seems the project should be recommended for approval. The staff is appreciative of the time invested in providing required documents, responding to questions, and presenting the City of Aztec with a complete application.

FINDINGS OF FACT

1. The proposed project is situated northwest of downtown Aztec on Hwy 574 about 1.4 miles north of Hwy 516 (Aztec Blvd.);

2. The subdivision design complies with the design requirements of the City of Aztec Code Chapter 23 Subdivision Rules and Regulations;
3. The proposed single family residential uses are permitted in the R-2 Residential Multi Family District and lot size and arrangements comply with City Zoning Code Chapter 25 requirements;
4. Tract B is proposed for 'Commercial Development' but is situated within the R-2 Residential Multi Family zoning district. Commercial uses are not permitted by right in this district but some are as Conditional Uses. These include nursery schools, a public utility structure, real estate offices in connection with a specific development and is temporary, storage structure or yard for equipment, material or activity incidental to a specific construction project, but is temporary; recreational facility (non-profit) such as a community center, swimming pool, tennis club's hospitals, churches, semi-professional or professional offices, boarding or lodging homes, and private clubs or lodges, except those where the chief activity of which is a business. All of these conditional uses can be viewed in Sec 26-02-46 Conditional Uses.
5. Given Tract B is limited in its commercial uses, staff advises the developer to consider an alternate use for the site should a zoning change request is not approved or if the site cannot attract a legitimate R-2 'commercial use';
6. Tract A whereupon the detention pond is situated should have its maintenance provided for through proper planning using deed restrictions, covenants, home owners' association, etc. The city will not be responsible for the maintenance of the Tract's drainage function, nor its maintenance for weeds, debris, etc.
7. All required application materials have been included with the submittal and clearly position the project for approval, including NMDOT permits for utility and access, and;
8. The drainage report and plan was reviewed and any comments affecting the project design or layout were addressed;
9. A development bond, security agreement or development agreement must be presented to the City of Aztec as well as negotiated for terms according to this approval and other legalities typical of the subdivision approval process, and;
10. The development shall comply with all requirements and conditions set forth for approval of permits issued by the NMDOT.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)
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None

SUPPORT DOCUMENTS:

1. Application
2. Vicinity Map
3. Subdivision Drawing
4. Cover Sheets of:
 - a. NMDOT Access Permit
 - b. NMDOT Utilities Permit
 - c. Drainage Report and Plan
5. Applicant Notification Letter
6. Adjacent Property Owner Notification Letter
7. List of Adjacent Property Owners

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve 2015-015, an application for approval of a preliminary plat for the Caballo Pintado Subdivision Subject to Findings of Fact 1 Through 10.



CITY OF AZTEC APPLICATION FOR PRELIMINARY PLAT

Date: 2/17/2015

1. Name of Subdivision: Caballo Pintado
2. Name of Applicant: Adams and Crane LLC Phone: _____
Address: PO Box 190 Aztec NM 87410
(Street No. and Name) (City) (State) (Zip Code)
3. Name of Local Agent: Gordon Crane, Jr. Phone: 505-325-2100
Address: 4001 N. Butler Avenue, FMN, NM 87401
(Street No. and Name) (City) (State) (Zip Code)
4. Owner of Record: Adams and Crane, LLC Phone: 505-325-2100
Address: PO Box 190 Aztec NM 87410
(Street No. and Name) (City) (State) (Zip Code)
5. Engineer: Sakura Engineering & Surveying Phone: 504-2139
Address: 125 W. Main St FMN NM 87401
(Street No. and Name) (City) (State) (Zip Code)
6. Land Surveyor: Sakura Engineering and Surveying Phone: 504-2139
Address: 125 W. Main St FMN NM 87401
(Street No. and Name) (City) (State) (Zip Code)
7. Attorney: / Phone: _____
Address: /
(Street No. and Name) (City) (State) (Zip Code)
8. Postal Delivery Area: Aztec - 87410

APPLICATION FOR PRELIMINARY PLAT APPROVAL

9. School District: Aztec
10. Total Acreage: 39.31 acres
11. Zoning: R-2
12. Number of Lots: 42 residential and 1 commercial tract
13. Fee Required at \$200 plus \$2.00 per Lot: _____
14. Is any open space being offered as part of this subdivision application?
NO
15. Has the City Commission granted any variance, exception, or special use permit concerning this property? If yes, please describe:
NO
16. Is any variance to the Subdivision Regulations being requested?
If yes, please describe and attach a Variance Checklist and Variance Application:
NO
17. Proposed Classification of Subdivision: Major
(Major or Minor)
18. Proposed Type of Subdivision: Residential
(Commercial or Residential)
19. Provide
- Hard copy of Plat (18" x 36", paper)
 - Legal description and deed(s)
 - Subdivision Plat in electronic format (ArcGIS or Autocad)

APPLICATION FOR PRELIMINARY PLAT APPROVAL

List all contiguous holdings in the same ownership (as defined in the Subdivision Regulations).

Section _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the San Juan County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

STATE OF NEW MEXICO
COUNTY OF SAN JUAN, SS:

I, Gordon N Crane Jr. hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Gordon N Crane Jr.
Signature

Mailing Address P.O. Box 190 Aztec NM
(Street) (City) (State) (Zip Code)

Subscribed and sworn to (or affirmed) before me this 12 day of February, 2013

State of New Mexico County of San Juan

Paul F. Martin
Notary Public



My Commission expires on: 4-30-16

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

A desirable place to live, work and play; rich in history and small town values!

June 30, 2015

Adams and Crane LLC
PO Box 190
Aztec, NM 87410

Dear Mr. Allen:

As the property owner of the parcel located at approximately 1.4 miles North of intersection HWY 516 & North Plant Road on the West Side of North Light Plant Road, Aztec, NM, you have made a request to the City of Aztec Community Development Department for a major subdivision.

The City Commission will hear this request during a public meeting to be held on **Tuesday, July 14, 2015 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.**

As the property owner, you are required to attend the scheduled Commission meeting regarding this matter. In order to be heard you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

The public is requested to contact Community Development via phone at 505-334-7605 or email at whomka@aztecnm.gov to provide support or concerns regarding this request. The public is also invited to attend the scheduled Commission meeting regarding this matter.

Community Development will be creating a staff summary for Commission giving them more information on this property and the zone change request being made. **Please look over the summary prior to the meeting so you are aware of Community Development's recommendation. This summary will be available to the public on the City of Aztec website at this location: http://www.aztecnm.gov/agendas/ccm_agenda.pdf the Thursday prior to the meeting.** On the table of contents, locate the Land Use Hearing you are interested in and click on it to be taken to the staff summary for that Land Use Hearing. **(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank you.)**

If you have any further questions, please don't hesitate to call me at 505-334-7604, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

William Homka
Community Development Director

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners

Roberta Locke
Katee McClure
Sheri Rogers

A desirable place to live, work and play; rich in history and small town values!

June 30, 2015

PUBLIC NOTICE

Dear Property Owner:

The property owner of the parcel located at approximately 1.4 miles North of intersection HWY 516 & North Plant Road on the West Side of North Light Plant Road Aztec, NM, has made a request to the City of Aztec Community Development Department for a major subdivision.

The City Commission will hear this request during a public meeting to be held on **Tuesday, July 14, 2015 at 6:00 PM located at City Hall, 201 W. Chaco, Aztec, NM.**

The public is requested to contact Community Development via phone at 505-334-7605 or email at whomka@aztecnm.gov to provide support or concerns regarding this request.

As a surrounding property owner, you are designated as a party to this Land Use hearing, and invited to attend the scheduled Commission meeting regarding this matter and give your statements or ask questions of the property owner as well. In order to be heard, in which you will be given 10 minutes to do this in, you will need to attend the Commission meeting 10 minutes prior to the start of the meeting at 6:00 pm where you will be directed to sign in at the Clerk's table for the appropriate hearing.

Community Development will be creating a staff summary for Commission giving them more information on this property and the Variance request being made. **Please look over the summary prior to the meeting so you are aware of Community Developments recommendation. This summary will be available to the public on the City of Aztec website at this location: http://www.aztecnm.gov/agendas/ccm_agenda.pdf the Thursday prior to the meeting.**

On the table of contents, locate the Land Use Hearing you are interested in and click on it to be taken to the staff summary for that Land Use Hearing. **(Notice of meeting cancellation/rescheduling will also be at this website, so please check the Thursday prior and day of meeting for confirmation. Thank you.)**

If you have any further questions, please don't hesitate to call me at 505-334-7605, Monday through Thursday from 7:00 a.m. to 6:00 p.m. Thank you.

Sincerely,

William Homka
Community Development Director

DRAINAGE REPORT and PLAN

for

Caballo Pintado Subdivision

Owner:

Mr. Gordon F. Crane, Jr.

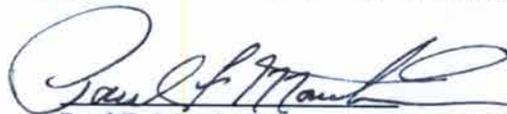
Location:

NE1/4, NW1/4 of Section 5
T 30 N, R 11 W
1.6 Miles NW of City of Aztec on NM 574
San Juan County, New Mexico

Re-Submitted: Tuesday, January 27, 2015



I, Paul F. Martin, hereby, certify that the enclosed documents and drawings were prepared under my supervision and are true and correct to the best of my knowledge and belief.

A handwritten signature in cursive script that reads "Paul F. Martin".

Paul F. Martin P.E.
Professional Engineer 8548

Seal



New Mexico DEPARTMENT OF
TRANSPORTATION
 MOBILITY FOR EVERYONE

November 4, 2013

GORDON N CRANE
 PO BOX 190
 AZTEC NM 87410

SUBJECT: PERMIT#5-DRIVE-30-2013 NM 574 MM 12.74

Dear Applicant:

Your request to construct a new access on NM 574 MM 12.74 for a first phase with a 42 home residential subdivision within the New Mexico Department of Transportation (NMDOT) right-of-way has been approved. The regulations and requirements of the New Mexico Administrative Code in Title 18, Chapter 31, Part 6 entitled "State Highway Access Management Requirements" apply. In addition, we are requiring that the following items, which are indicated by an "X", be strictly complied with:

 The access or median opening shall be used as a residential access or median opening only as stated on the application.

 The number of residential housing units shall not exceed four (4) on this permit. If at any time in the future the number of residential housing units exceeds four (4) it shall be the responsibility of the property owner to re-apply for a new access or median opening.

 X The access shall be used as a commercial access only as stated on the application. If at any time in the future the commercial use changes it shall be the responsibility of the property owner to re-apply for a new access permit. A re-evaluation of the Site Traffic Analysis will be required when proceeding to the second phase of development.

 X The Owner will be required to negotiate an impact access fee from the City of Aztec for roadway network improvements.

 X (DRAINAGE CONDITION ONE) A minimum of a twenty-four inch (24") diameter drainage culvert pipe, with concrete end blankets and safety grates, shall be installed beneath the *access*. If a drainage study indicates a larger size pipe is needed then that studies recommendations will determine the appropriate size of the drainage culvert. The transverse slopes, or side slopes, of the access shall be a minimum of 8:1.

Susana Martinez
 Governor

Tom Church
 Cabinet Secretary, Designate

Commission

Pete Rahn
 Chairman
 District 3

Ronald Schmeits
 Commissioner
 District 4

Dr. Kenneth White
 Secretary
 District 1

Robert R. Wailach
 Commissioner
 District 2

Butch Mathews
 Commissioner
 District 5

Jackson Gibson
 Commissioner
 District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
 MOBILITY FOR EVERYONE

May 12, 2014

Adams and Crane, LLC
 PO Box 190
 Aztec, New Mexico

SUBJECT: Utility Permit # 2014-128-New underground sewer line crossing from MM 12.7 to MM 12.9 on NM 574 in San Juan County, NM.

Dear Mr. Gordon Crane:

We have reviewed the subject utility installation and find it substantially satisfies State Utility Regulation as proposed. This correspondence is your authority to proceed with construction of your facility installation in accordance with the drawings provided to us by your company. This authorization applies only to fee owned State right-of-way; if other lands are involved (Indian, Federal, State, etc.); it is your responsibility to have secured their approval of your installation as well.

Should you find it necessary to deviate from the proposal, any such deviation must be approved in writing by the State prior to proceeding with the construction. You are also required to contact the District Traffic Engineer using the enclosed construction notification form five days in advance and five days after completion of your project.

Please be aware that any time maintenance is to be performed on this permitted line, you must contact the District 5 Permit agent for the proper forms that will need to be filled out prior to construction or maintenance.

Please also be aware the any disturbed ground will have to be re-seeded to NM DOT specifications and also proper drainage must be maintained.

Proper traffic control must be in place during all construction. Please make sure a copy of the signed application and a copy of this letter are on site at all times

If you have any questions, do not hesitate to contact me at 505-995-7804, desk or 505-944-5987, cell. Your cooperation in this matter is appreciated.

Sincerely,



John B. Whatley
 District 5 Permit Agent

xc: Highway Maintenance Supervisor (4565) Pete Douglas
 File (NM 574)

Enclosures: Exhibit "A"
 Utility Permit
 Construction Notification form

Susana Martinez
 Governor

Tom Church
 Cabinet Secretary

Commissioners

Pete Rahn
 Chairman
 District 3

Ronald Schmeits
 Commissioner
 District 4

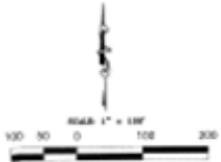
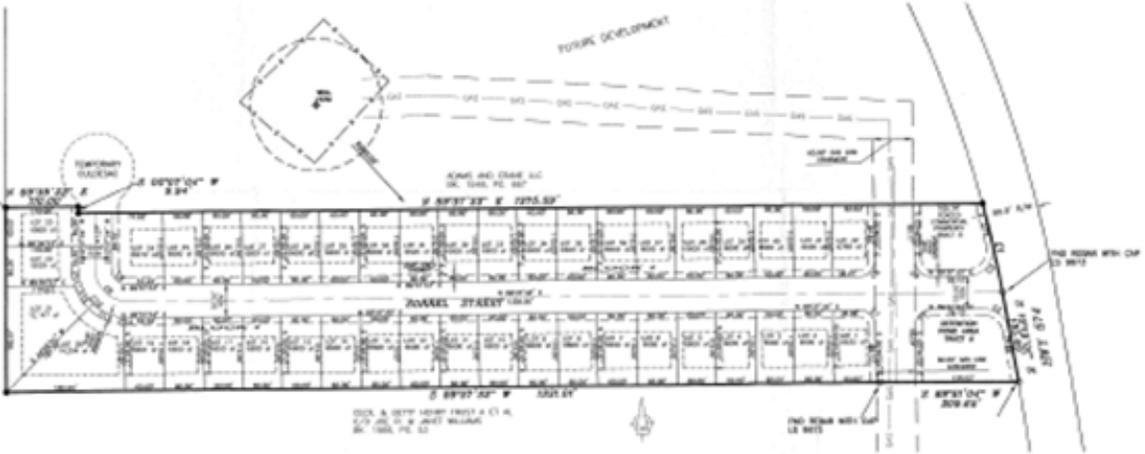
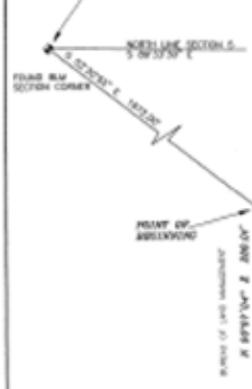
Dr. Kenneth White
 Secretary
 District 1

Robert R. Wallach
 Commissioner
 District 2

Butch Mathews
 Commissioner
 District 5

Jackson Gibson
 Commissioner
 District 6

CABALLO PINTADO SUBDIVISION
 LOCATED IN THE NE1/4 OF THE NW1/4 AND THE NE1/4
 OF SECTION 5, T30N, R71W, N.M.P.M.,
 AZTEC, SAN JUAN COUNTY, NEW MEXICO



LINE	BEARING	DISTANCE	MARK	REMARKS	DATE
1	S 89°57'30" E	1.3125 MI	1	POINT OF BEGINNING	10/15/10
2	S 89°57'30" E	2.0000 MI	2	NEEDLINE SECTION 5	10/15/10
3	S 89°57'30" E	320.00 FT	3	ROSALES STREET	10/15/10
4	S 89°57'30" E	200.00 FT	4	FUTURE DEVELOPMENT	10/15/10
5	S 89°57'30" E	200.00 FT	5	FUTURE DEVELOPMENT	10/15/10
6	S 89°57'30" E	200.00 FT	6	FUTURE DEVELOPMENT	10/15/10
7	S 89°57'30" E	200.00 FT	7	FUTURE DEVELOPMENT	10/15/10
8	S 89°57'30" E	200.00 FT	8	FUTURE DEVELOPMENT	10/15/10
9	S 89°57'30" E	200.00 FT	9	FUTURE DEVELOPMENT	10/15/10
10	S 89°57'30" E	200.00 FT	10	FUTURE DEVELOPMENT	10/15/10
11	S 89°57'30" E	200.00 FT	11	FUTURE DEVELOPMENT	10/15/10
12	S 89°57'30" E	200.00 FT	12	FUTURE DEVELOPMENT	10/15/10
13	S 89°57'30" E	200.00 FT	13	FUTURE DEVELOPMENT	10/15/10
14	S 89°57'30" E	200.00 FT	14	FUTURE DEVELOPMENT	10/15/10
15	S 89°57'30" E	200.00 FT	15	FUTURE DEVELOPMENT	10/15/10
16	S 89°57'30" E	200.00 FT	16	FUTURE DEVELOPMENT	10/15/10
17	S 89°57'30" E	200.00 FT	17	FUTURE DEVELOPMENT	10/15/10
18	S 89°57'30" E	200.00 FT	18	FUTURE DEVELOPMENT	10/15/10
19	S 89°57'30" E	200.00 FT	19	FUTURE DEVELOPMENT	10/15/10
20	S 89°57'30" E	200.00 FT	20	FUTURE DEVELOPMENT	10/15/10
21	S 89°57'30" E	200.00 FT	21	FUTURE DEVELOPMENT	10/15/10
22	S 89°57'30" E	200.00 FT	22	FUTURE DEVELOPMENT	10/15/10
23	S 89°57'30" E	200.00 FT	23	FUTURE DEVELOPMENT	10/15/10
24	S 89°57'30" E	200.00 FT	24	FUTURE DEVELOPMENT	10/15/10
25	S 89°57'30" E	200.00 FT	25	FUTURE DEVELOPMENT	10/15/10
26	S 89°57'30" E	200.00 FT	26	FUTURE DEVELOPMENT	10/15/10
27	S 89°57'30" E	200.00 FT	27	FUTURE DEVELOPMENT	10/15/10
28	S 89°57'30" E	200.00 FT	28	FUTURE DEVELOPMENT	10/15/10
29	S 89°57'30" E	200.00 FT	29	FUTURE DEVELOPMENT	10/15/10
30	S 89°57'30" E	200.00 FT	30	FUTURE DEVELOPMENT	10/15/10
31	S 89°57'30" E	200.00 FT	31	FUTURE DEVELOPMENT	10/15/10
32	S 89°57'30" E	200.00 FT	32	FUTURE DEVELOPMENT	10/15/10
33	S 89°57'30" E	200.00 FT	33	FUTURE DEVELOPMENT	10/15/10
34	S 89°57'30" E	200.00 FT	34	FUTURE DEVELOPMENT	10/15/10
35	S 89°57'30" E	200.00 FT	35	FUTURE DEVELOPMENT	10/15/10
36	S 89°57'30" E	200.00 FT	36	FUTURE DEVELOPMENT	10/15/10
37	S 89°57'30" E	200.00 FT	37	FUTURE DEVELOPMENT	10/15/10
38	S 89°57'30" E	200.00 FT	38	FUTURE DEVELOPMENT	10/15/10
39	S 89°57'30" E	200.00 FT	39	FUTURE DEVELOPMENT	10/15/10
40	S 89°57'30" E	200.00 FT	40	FUTURE DEVELOPMENT	10/15/10
41	S 89°57'30" E	200.00 FT	41	FUTURE DEVELOPMENT	10/15/10
42	S 89°57'30" E	200.00 FT	42	FUTURE DEVELOPMENT	10/15/10
43	S 89°57'30" E	200.00 FT	43	FUTURE DEVELOPMENT	10/15/10
44	S 89°57'30" E	200.00 FT	44	FUTURE DEVELOPMENT	10/15/10
45	S 89°57'30" E	200.00 FT	45	FUTURE DEVELOPMENT	10/15/10
46	S 89°57'30" E	200.00 FT	46	FUTURE DEVELOPMENT	10/15/10
47	S 89°57'30" E	200.00 FT	47	FUTURE DEVELOPMENT	10/15/10
48	S 89°57'30" E	200.00 FT	48	FUTURE DEVELOPMENT	10/15/10
49	S 89°57'30" E	200.00 FT	49	FUTURE DEVELOPMENT	10/15/10
50	S 89°57'30" E	200.00 FT	50	FUTURE DEVELOPMENT	10/15/10
51	S 89°57'30" E	200.00 FT	51	FUTURE DEVELOPMENT	10/15/10
52	S 89°57'30" E	200.00 FT	52	FUTURE DEVELOPMENT	10/15/10
53	S 89°57'30" E	200.00 FT	53	FUTURE DEVELOPMENT	10/15/10
54	S 89°57'30" E	200.00 FT	54	FUTURE DEVELOPMENT	10/15/10
55	S 89°57'30" E	200.00 FT	55	FUTURE DEVELOPMENT	10/15/10
56	S 89°57'30" E	200.00 FT	56	FUTURE DEVELOPMENT	10/15/10
57	S 89°57'30" E	200.00 FT	57	FUTURE DEVELOPMENT	10/15/10
58	S 89°57'30" E	200.00 FT	58	FUTURE DEVELOPMENT	10/15/10
59	S 89°57'30" E	200.00 FT	59	FUTURE DEVELOPMENT	10/15/10
60	S 89°57'30" E	200.00 FT	60	FUTURE DEVELOPMENT	10/15/10

- LEGEND**
- FRAG SECTION CORNER AS NOTED
 - ⊙ CALCULATED CORNER AS NOTED
 - FRAG 1/2" REBAR WITH PLASTIC CAP LS-9673
 - SET 1/2" REBAR WITH PLASTIC CAP LS-9673
 - SET SURVEY MASHES LS-9673
 - ▲ CHANGED FENCE POST WITH SURVEY MASHES LS-9673
 - Ⓜ MEASURES DATA
 - ⓂⓂ RECORDED DATA

BASIS OF BEARINGS
 BEARINGS ARE BASED ON THE PARALLEL LINE OF SECTION 5, T30N, R71W, N.M.P.M.,
 AND BEARING BEING SOUTH 89°57'30" EAST.



DATE	2
REVISION	2
BY	2
CHECKED	2

SUBDIVISION PLAT
 FOR
CABALLO PINTADO SUBDIVISION
 AZTEC, NM

120 WEST MAIN STREET
 PARANTEE, NEW MEXICO 87420

Sakura
 Engineering & Surveying

DATE	10/15/10
BY	J. J. JONES
CHECKED	J. J. JONES
SCALE	1" = 100'
PROJECT	CABALLO PINTADO SUBDIVISION
DATE	10/15/10
BY	J. J. JONES
CHECKED	J. J. JONES
SCALE	1" = 100'
PROJECT	CABALLO PINTADO SUBDIVISION

Staff Summary Report

MEETING DATE:	July 14, 2015
AGENDA ITEM:	XII. LAND USE HEARING (B)
AGENDA TITLE:	2015-076 New Drill Gas Well

ACTION REQUESTED BY:	BP American Production Company 200 Energy Ct. Farmington, NM 87401 c/o Mankin Land Company LLC Mike Mankin, Representative
ACTION REQUESTED:	2015-076 City of Aztec Oil & Gas Application for a new gas well to be dug in Section 2, T-30-N, R-11-W, 1586' FSL, 1484' FEL
SUMMARY BY:	William M. Homka AICP, CFM

PROJECT DESCRIPTION / FACTS

This request seeks approval for a new gas well to be installed at the above location, which is in the northwest area of the city and accessed from Road 2950 (see aerial photo). The land is owned by the Bureau of Land Management (BLM). The technical location can be derived from the form submitted by the applicant titled 'State of New Mexico Energy, Minerals & Natural Resources Department.....Well Location and Acreage Dedication Plat.'

The well site information is as follows:

Existing Pad Area:	0.68 acre
New Pad Area:	1.50 acre
Total Pad Area:	2.18 acres
Building Info:	N/A
Floodplain:	No
Arroyo:	See plat
Access:	Via Road 2950

The application was submitted by the Mankin Land Company LLC on behalf of BP America Production Company, located at 200 Energy Court in Farmington. The information submitted with the application adheres to Chapter 15 'Oil and Gas Wells' adopted as Chapter 15 in Aztec's City Code (August, 2013). The application includes the Application Checklist which highlights all of the requirements set forth in the city code.

Significant to the project is that this represents an additional, new well at a location with an existing well operated by the same company. The existing well is named Johnson 1 and the new well is to be named Johnson 1-1H. The submittal indicates the location of the surface hole is different from the bottom hole location. Attachments included with the application highlight the relative location of the existing and proposed well, and their surface and bottom hole locations.

The mitigation plans submitted with the application include a Vegetation plan that states the site will be reclaimed pursuant to the terms and conditions of the Surface Use and Compensation Agreement with the private land owners. A copy of the agreement/lease is also included and attached to this report. The Visual Mitigation Plan notes that this is an existing location and that all above ground equipment will be painted to blend in with the surrounding vegetation.

The Wildlife Mitigation Plan indicates there will be a fence surrounding the site to protect wildlife; that all pits and tanks will be covered, and that a closed loop system will be used for drilling and completion activities. Exhaust stacks will have bird screens. The submission indicates that Standard Best Management Practices will be used to reduce potential risks to wildlife. A Biological Survey Report is included and was prepared by Adkins Consulting, Inc. of Durango, CO. The report's discussion states the proposed project would be in compliance with threatened and endangered species management guidelines per the Farmington Resource Management Plan/Environmental Impact Statement (USDI 2003).

No birds or other wildlife are threatened by this project. The proposed installation will result in the removal of about 1.5 acres of potential migratory bird habitat. No adult migratory birds will be directly harmed due to their mobility. No active nests were found within the action area nor should there be provided construction occurs outside of the typical breeding season between May 15 – July 31. This hearing is set for July 14, 2015 and so the well drilling should be deferred until the end of July accordingly unless specific justification is presented to permit otherwise.

The Noise Mitigation plan indicates the use of a hospital grade muffler installed on the pumping unit's engine. The nearest occupied dwelling is $\frac{3}{4}$ miles away, or about 4,000 feet. The application does not cite any particular Dust Mitigation Plan except to state that if dust is p-observed during construction activities that the road will be watered to keep dust down. Staff suggests that dust occurring on a windy day from uses other than driving along the roadway should also be considered if the wind is strong enough to affect any structures in the greater area. It should be noted that no notifications were sent out, nor required, as the notification requirement distance is 400'.

Other city code requirements include a certificate of insurance; performance standards adherence; copy of the surface owners agreement (noted previously), and a copy of the APD (Application for Permission to Drill). All are attached except for the certificate of insurance. The applicant stated the certificate is on file with the City of Aztec. Community Development verified this statement.

After a review of the Aztec City Code requirements contained in Chapter 15 of the Oil and gas Wells standards, staff finds the application to be complete and complies with the submission requirements. Staff does not object to this application, 2015-076 a Request for a New Drill Gas Well at the prescribed location, because information submitted demonstrates that the project has considered all of the sensitive issues and environmental concerns. This site is already a location for an existing well operated by the same company and the site is situated fairly distant from any structures, residences, businesses, etc. The only two concerns staff has found can be addressed fairly easily. First, delay the construction start time to the end of July per the typical breeding season of migratory birds unless reason is given otherwise, and second; the dust mitigation plan should also consider any dust/debris resulting from the drilling and site activity, not just roadway activity.

The Biological Report noted that no existing nesting areas were found in the project area. Provided no new nesting has taken place since the report's completion, then staff is not concerned about the project starting prior to July 31. The remaining concern would then be the Dust Mitigation Plan. Staff will condition the approval of this request upon the applicant's guaranty to provide increased mitigation measures if high winds create an issue in the area. It is expected that this project will maintain compliance with the terms and requirements of Chapter 15 and the industry's own Standard Best Management Practices.

FINDINGS OF FACT

1. The proposed project is situated in the City of Aztec on BLM land;
2. The closest residence is nearly 4,000 feet away, which is 10x the distance of the notification requirement distance;
3. All required application materials have been included with the submittal and clearly position the project for approval;
4. There is an existing well on the site and this application proposes to add one additional well to be operated by the same company, the applicant;
5. No threatened vegetation or animal species will be affected by this development;
6. The applicant's Biological Report identifies a potential issue with nesting season for migratory birds in our area, including that of the project. Thus no development activity shall occur prior to July 31, except when a visual inspection of the area prior to construction reaffirms no new nest areas will be affected;
7. The applicant guarantees increased Dust Mitigation measures to be available should construction/boring activity and high winds warrant more mitigation than wetting down roads;
8. The project will comply with the industry's Standard Best Practices, and;
9. All remedies described in the application materials, including Application Checklist, Biological Report, are to be complied with accordingly (such as painting the above ground equipment to match the existing vegetation, etc.) A complete copy of the application containing all of the required reports and this submittal is available for review in the Community Development Office.

SUPPORT DOCUMENTS:

1. Application
2. Vicinity Map
3. Parcel/Aerial
4. Oil & Gas Permit Checklist
5. ADP (Well Location Dedication Plat)
6. Surveyors Certificate
7. Map of Disturbance Area (General Arrangement)
8. Access Route Exhibit
9. Surface Ownership List
10. Surface Use & Compensation Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve 2015-076, an Oil & Gas Well application submitted by the Mankin Land Company, LLC on behalf of BP America Production Company for permission to construct a new well at the location indicated per Findings of Fact 1 Through 9.

Permit #: 2015-76

Date Started: 6-11-15 (PICNIC)

Date Finalized:



CITY OF AZTEC OIL & GAS APPLICATION

(APPLICATIONS ARE VALID FOR 90 DAYS FROM DATE OF SUBMISSION)
NEW WELL SITES AND MAJOR MAINTENANCE WORK REQUIRE COMMISSION APPROVAL; APPLICATIONS FOR SUCH APPROVAL MUST BE SUBMITTED A MINIMUM OF 21 DAYS BEFORE THE SCHEDULED COMMISSION MEETING.

APPLICANT CONTACT INFORMATION	
Name of Operator:	BP American Production Company
Address:	200 Energy Ct. Farmington, NM 87401
Contact Name:	Mike Mankin
Phone:	505-634-6393
Email:	mgcattle@yahoo.com
Name of Off-set Lease/Owner(s):	na
WELL INFORMATION	
Name:	Johnson 1 No. 1H
API #:	To be assigned
Type of Lease:	State of New Mexico Oil and Gas Minerals
Lease Number:	Fee
Depth:	
Formation:	Fruitland Coal
Location:	Sec 2, T-30-N, R-11-W, 1586' FSL, 1484' FEL
Type of Work:	
Contractor:	
Proposed Work Dates:	Upon permit approval
WELL SITE INFORMATION	
Address:	
Tax ID:	Parcel Size (acres):
Zone District:	Current Use:
Flood Plain:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO SFHA Zone:
Well Pad Area (sqft) :	Existing Pad Area: 0.68 acre
	New Pad/ Expansion: 1.50 acre
	Total Pad Area: 2.18 acre
Setbacks:	Building: na
	Arroyo: see plat
PERMIT FEES ARE DUE AT TIME OF APPLICATION; additional fees may be assessed at time of permit approval.	

THIS IS AN APPLICATION AN OFFICIAL LAND USE PERMIT WILL BE ISSUED BY THE CITY OF AZTEC ONCE THIS APPLICATION IS REVIEWED AND APPROVED	
CITY OF AZTEC USE ONLY	
PERMIT FEES	
Admin. Fee	\$
Permit Fee	\$ 500
Electric Fees	\$
GRAND TOTAL	\$ 500
THE FOLLOWING ITEMS MUST BE COMPLETED BY APPLICANT ONCE LAND USE PERMIT IS ISSUED	
Arrange City Utility Inspections/Connections	_____
County Building Permit	_____
One Call (811)	_____
Install Address Numbers	_____
CITY COMMENTS	
Meets SB:	
Meets Height:	
Zone Compliance:	
Visual/Weed Mit.:	
Noise Mit.:	
Fencing:	
Dust/Access Mit.:	
Wetlands:	
EPA CGP:	
NM OCD:	
USACE:	

Permit #:

Date Started:

Date Finalized:

COA#:

WELL SITE INFORMATION, Cont.

Compressors:		No.	Horse Power	Gas/ Electric
	Existing:			
	New:			
	Total:			

Features	Existing	New	Removed
Meter House:		1	
Separators:		2	
Valves:			
Evaporative Tanks:		1	LPT
Production Tanks:		2	400 bbl
Reserve Pits:			No
Pump Jacks:		1	320
Sound Enclosures:			na

ATTACHED DOCUMENTATION (AS REQUIRED)
Consult the Community Development Dept. for Guidance

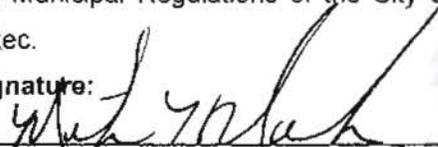
DOCUMENTATION ITEMS	YES	NO	N/A
Owner Verification			
Detailed Site Map	x		
Weed/Vegetation Plan			x
Electrical Load Calculation			
Visual Mitigation Plan	x		
Wildlife Mitigation Plan	x		
Noise Mitigation Plan	x		
Dust/Access Mitigation Plan	x		
Certificate of Insurance	on file		
Copy of Original Lease	x		
Surface Damage/ROW Agreement	x		
APD Sundry Notice	x		
C-144			x
Elevation Certificate	x		
Land Use Hearing Application (Variance, etc.)			
Business License Application			

CITY STAFF APPROVAL

Community Development	_____
Electric Dept.	_____
Utility Office	_____
Public Works Dept.	_____
Floodplain Management	_____
Storm Water Mgmt.	_____
Parks and Recreation	_____
Addressing	_____
Police Dept.	_____
Fire Dept.	_____
City Commission	_____

APPLICANT SIGNATURE

I, _____,
 representing _____,
 hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, sketches, and/or plans submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: 
 Date: 12-11-14

City of Aztec

Oil and Gas Permit Application

Checklist for well site: **Johnson 1-IH**

Date: 9 June 2015

Completed Application Attached

Site Plan:

- Included in the packet

Location/Vicinity Map

- - Included in the packet

Vegetation Plan

- Site will be reclaimed pursuant to the terms and conditions of the Surface Use and Compensation Agreement with the private landowners.

Visual Mitigation Plan

- This is an expansion of an existing well site. Above ground equipment will be painted to blend in with the surrounding vegetation.

Wildlife Mitigation Plan

- The location will be chain link fenced to protect wildlife.
- All pits and tanks will be covered. A closed loop system will be used for drilling and completion activities.
- Exhaust stacks will have bird screens installed on them.
- Standard Best Management Practices will be used to reduce potential risks to wildlife.
- Biological Survey Report included in the packet.

Noise Mitigation Plan

- A hospital grade muffler will be installed on the pumping unit engine.
- The nearest occupied dwelling is 0.75 miles away. Sound walls are not required.

Dust Mitigation Plan

- If dust is observed during construction activities, the road will be watered to keep dust down.

Performance Standards List

- The well site meets all performance standards.

Certificate of Insurance

- On file at the City of Aztec.

Surface Owner Agreement

- Surface Owner Agreements are being pursued according to the terms outlined in the New Mexico Surface Owners Protection Act (SOPA).

Copy of APD or Sundry

- Attached

Attachments:

Site Plan

Drainage Plan

Location/Vicinity Map

Biological Survey Report

Lease

Copy of APD or Sundry

APR Package

District I
1625 N. French Dr., Hobbs, NM 88240
Phone: (575) 393-6161 Fax: (575) 393-0720
District II
811 S. First St., Artesia, NM 88210
Phone: (575) 748-1283 Fax: (575) 748-9120
District III
1000 Rio Arriba Road, Aztec, NM 87410
Phone: (505) 334-6178 Fax: (505) 334-6170
District IV
1220 S. St. Francis Dr., Santa Fe, NM 87505
Phone: (505) 476-3460 Fax: (505) 476-3462

State of New Mexico
Energy, Minerals & Natural Resources Department
OIL CONSERVATION DIVISION
1220 South St. Francis Dr.
Santa Fe, NM 87505

Form C-102
Revised August 1, 2011
Submit one copy to appropriate
District Office

AMENDED REPORT

WELL LOCATION AND ACREAGE DEDICATION PLAT

¹ API Number		² Pool Code 71629		³ Pool Name Basin Fruitland Coal	
⁴ Property Code 000749		⁵ Property Name Johnson 1			⁶ Well Number IH
⁷ OGRID No. 000778		⁸ Operator Name BP America Production Company			⁹ Elevation 5831

" Surface Location

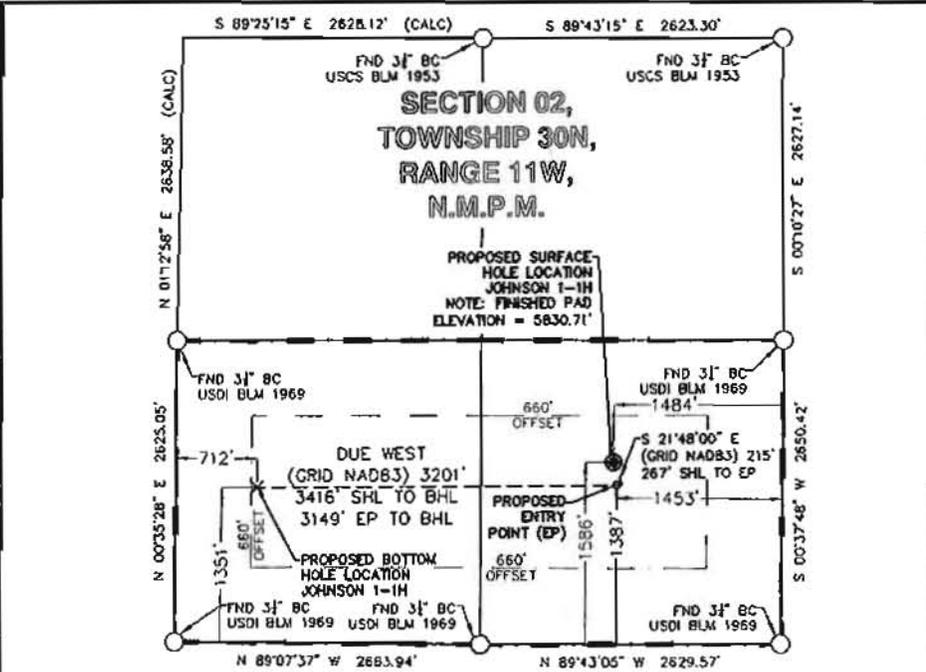
UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
J	02	30N	11W		1586	South	1484	East	San Juan

" Bottom Hole Location if Different From Surface

UL or lot no.	Section	Township	Range	Lot Idn	Feet from the	North/South line	Feet from the	East/West line	County
L	02	30N	11W		1351	South	712	West	San Juan

¹¹ Dedicated Acres 320	¹² Joint or Infill	¹³ Consolidation Code	¹⁴ Order No.
--------------------------------------	-------------------------------	----------------------------------	-------------------------

No allowable will be assigned to this completion until all interests have been consolidated or a non-standard unit has been approved by the division.



LEGEND

FOUND MONUMENT	O
PROPOSED SURFACE HOLE LOCATION	X
PROPOSED BOTTOM HOLE LOCATION	X

JOHNSON 1-IH	NMWS NAD'83	NAD'83	TIES
PROPOSED SURFACE HOLE LOCATION (SHL)	N (Y) = 2,124,360.50' E (X) = 2,687,073.83'	LAT. = 36.83795268°N LON. = 107.95641792°W	FSL = 1586' FEL = 1484'
PROPOSED ENTRY POINT (EP)	N (Y) = 2,124,160.50' E (X) = 2,687,102.16'	LAT. = 36.83740342°N LON. = 107.95632023°W	FSL = 1387' FEL = 1453'
PROPOSED BOTTOM HOLE LOCATION (BHL)	N (Y) = 2,124,160.50' E (X) = 2,683,952.88'	LAT. = 36.83739180°N LON. = 107.96708224°W	FSL = 1361' FWL = 712'

" OPERATOR CERTIFICATION
I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief, and that this organization either owns a working interest or holds a mineral interest in the land including the proposed bottom hole location or has a right to drill the well at the location pursuant to a contract with an owner of such a mineral or working interest, or to a voluntary pooling agreement or a compulsory pooling order hereinafter entered by the division.

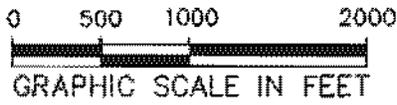
Toya Colvin
Signature Date 6/11/15

Toya Colvin
Printed Name
Toya.Colvin@bp.com
Email Address

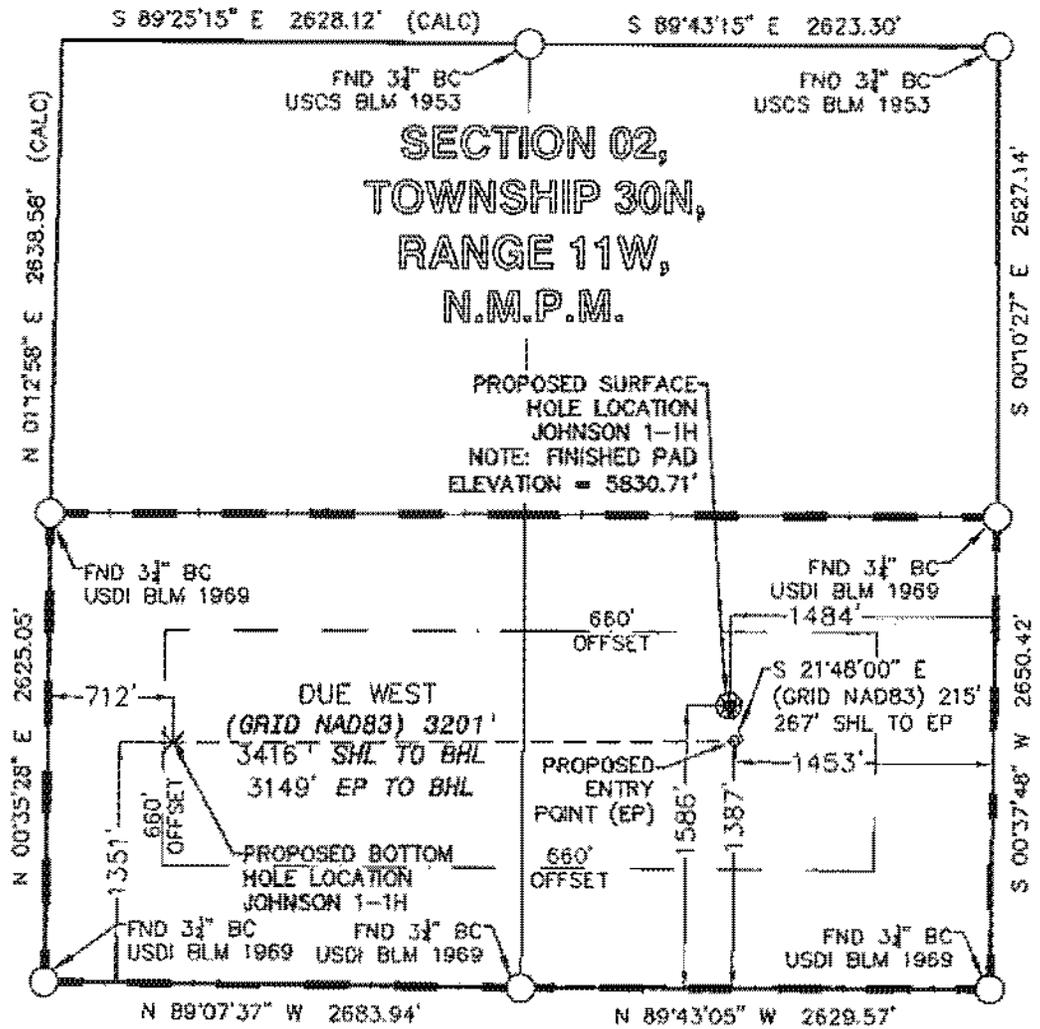
"SURVEYOR CERTIFICATION
I hereby certify that the well location shown on this plat was plotted from field notes of actual surveys made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief.

6-2-15
Date of Survey
Marshall W. Lindeen
Signature
MARSHALL W. LINDEEN
NEW MEXICO
17078
6-9-15
PROFESSIONAL SURVEYOR

17078
Certificate Number



LEGEND	
FOUND MONUMENT	○
PROPOSED SURFACE HOLE LOCATION	⊗
PROPOSED BOTTOM HOLE LOCATION	×



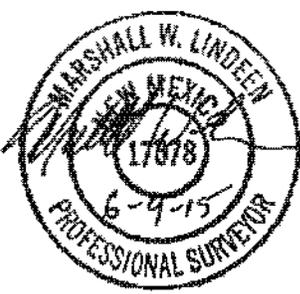
JOHNSON 1-1H	NMNS NAD83	NAD83	TIES
PROPOSED SURFACE HOLE LOCATION (SHL)	N(Y) = 2,124,399.50' E(X) = 2,697,073.83'	LAT. = 36.83793268°N LON. = 107.86641792°W	FSL = 1596' FEL = 1404'
PROPOSED ENTRY POINT (EP)	N(Y) = 2,124,190.52' E(X) = 2,687,102.18'	LAT. = 36.83740342°N LON. = 107.85832027°W	FSL = 1387' FEL = 1452'
PROPOSED BOTTOM HOLE LOCATION (BHL)	N(Y) = 2,124,190.00' E(X) = 2,692,952.88'	LAT. = 36.83739180°N LON. = 107.86708224°W	FSL = 1351' FEL = 712'

SURVEY NOTES

1. BEARING BASIS FOR THIS SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1983, NEW MEXICO STATE PLANE COORDINATE SYSTEM, NEW MEXICO WEST, ZONE 3003.
2. ELEVATION BASIS FOR THIS SURVEY IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID12A).
3. SURVEYED IN THE FIELD ON 08/02/2015.
4. BEARINGS AND DISTANCE SHOWN ARE MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
5. ALL MEASURED DISTANCES SHOWN ARE GRID USING A COMBINED SCALE FACTOR 0.99994240.

SURVEYOR'S CERTIFICATE

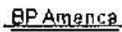
I, MARSHALL W. LINDEN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE WELL LOCATION SHOWN ON THIS PLAT WAS PLOTTED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY BELIEF.



	BP AMERICA PRODUCTION COMPANY US LOWER 48 ONSHORE
	WELL LOCATION PLAT
JOHNSON 1-1H PART OF SECTION 02, TOWNSHIP 30N, RANGE 11W, N.M.P.M. SAN JUAN COUNTY, NEW MEXICO	

DRAWN BY CPH/MLM	CHECKED BY MHL	SCALE 1"=1000'	DATE 08/08/2015	SHEET 1 OF 1	REVISION
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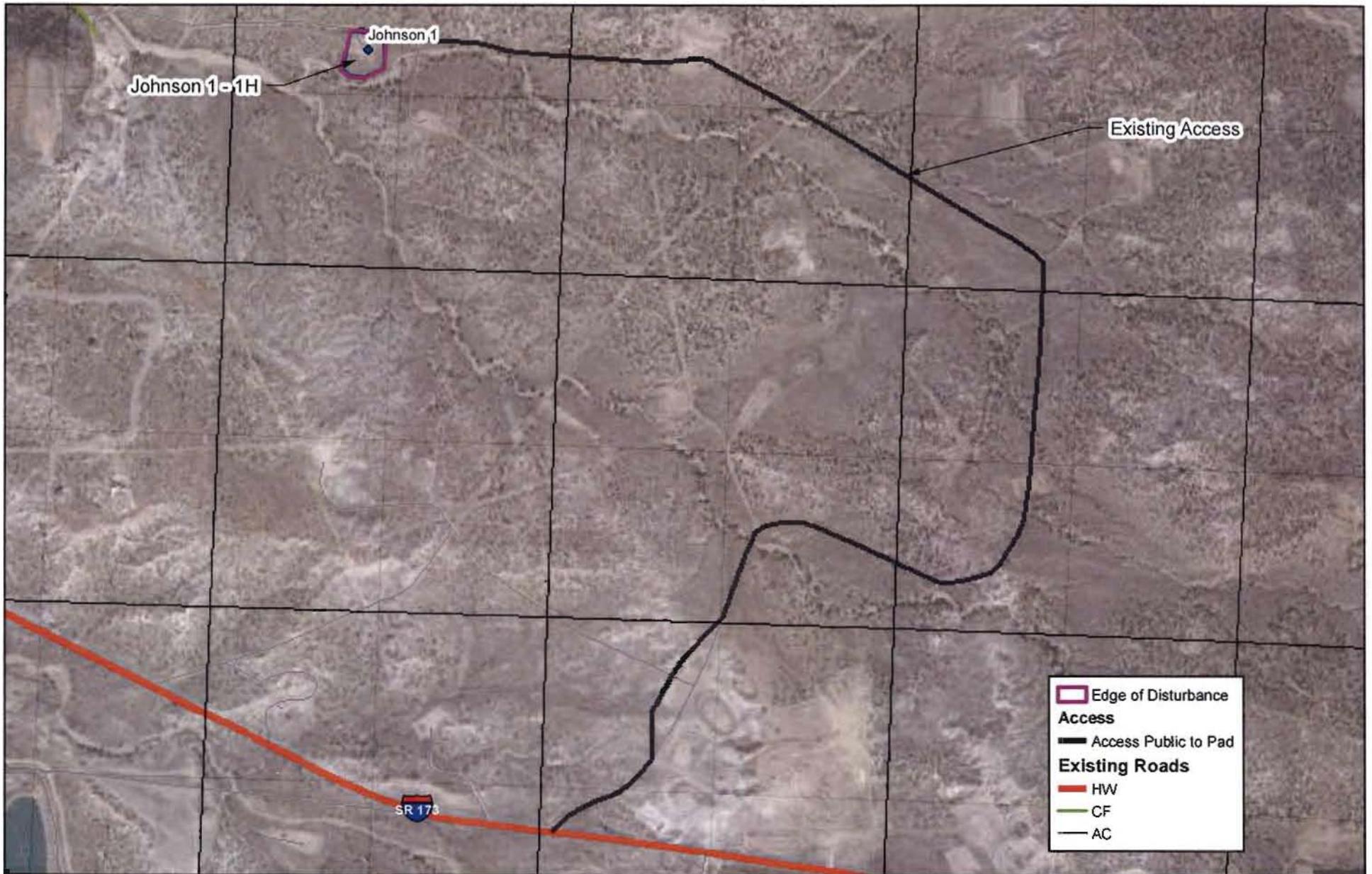




 San Juan South
 Farmington, NM

Johnson 1 - 1H
General Arrangement Design

Sites
8/11/2015



1:12,654 0 1,250 2,500 Feet		 San Juan South Farmington, NM		Johnson 1 Johnson 1 Access Route		Sites
						6/5/2015

Surface Ownership - Johnson 1 -1H Well

Township 30 North, Range 11 West N.M.P.M.

Section 2: SE/4NE/4SW/4 & S/2NW/4SE/4

NAME	ADDRESS	CITY	ST	ZIP	Undivided Ownership	Decimal
Beverly Lawson	P.O. Box 1052	Aztec	NM	87410	1/2 of 1/5 of 5/6	0.0833
George Mcdonald Lawson	3803 14th Avenue	Kearney	NE	68845	1/2 of 1/5 of 5/6	0.0833
Grace Lorraine Ogden	1010 Sombrillo Court, Apt 202	Los Alamos	NM	87544	1/5 of 5/6	0.1667
Carla Joan Hill	16600 South Harrah Road	Newalla	OK	74857	1/6 of 1/5 of 5/6	0.0278
Kaye Lynn Griffin	7070 Hillshire Drive	Memphis	TN	38133	1/6 of 1/5 of 5/6	0.0278
Wanda J.Lawson	150 Poplar Acres Road	Collierville	TN	38017	1/6 of 1/5 of 5/6	0.0278
Marda Maxine Santos	3709 Range Drive	Colorado Springs	CO	80922	1/6 of 1/5 of 5/6	0.0278
Stephen McNeil Lawson	7920 South Maywood Lane	Oklahoma City	OK	73150	1/6 of 1/5 of 5/6	0.0278
Mark David Lawson	4178 Rocky Ledge Way	Snellville	GA	30039	1/6 of 1/5 of 5/6	0.0278
Jerry Stinson	1670 North Church Street	Layton	UT	84041	1/2 of 1/5 of 5/6	0.0833
Tommy Stinson	16368 Hwy 550	Aztec	NM	87410	1/2 of 1/5 of 5/6	0.0833
Marda E. Cooksey Revocable Trust	7905 American Heritage Drive NE	Albuquerque	NM	87109	1/5 of 5/6	0.1667
Earl F. Robison Revocable Trust	26412 South Highway 170	Canby	OR	97013	1/6	<u>0.1667</u>
						1.0000

88

OIL GAS AND MINERAL LEASE

FILE

THIS AGREEMENT made this 4th day of February, 1956 between NANCY ANN JOHNSON JOHNSON (sometimes known as N. A. Johnson), a widow; CLAUDIE JOHNSON HOLMES, as her separate property; BEDA M. JOHNSON MOORE, a widow; BERTHA LUCILLE JOHNSON BURLESON, a widow; CECIL ROMAN JOHNSON, widow of Ferris L. Johnson (also known as Ferris L. Johnson), deceased herein called Lessor (whether one or more), and THE BAY PETROLEUM CORPORATION, Lessee:

1. Lessor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other in hand well recited of which is here acknowledged, and of the covenants of the lease hereinafter contained, hereby grants, leases and lets exclusively unto lessee for the purposes of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and all other minerals, including gas, water, other fluids, and air into subsurface strata, laying pipe lines, storage pits, buildings, tanks, power plants, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise equip for its employees, the following described land in San Juan County, New Mexico, to-wit:

East Half of East Half of Southwest Quarter (E 1/2 of E 1/2 of SW 1/4) and West Half of Southeast Quarter (W 1/2 of SE 1/4) of Section Two (2), Township Thirty (30) North, Range Eleven (11) West of the New Mexico Principal Meridian, x

X
X
X
X
X
X

100-220
PH #1
11/2

For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise .120- acres, whether it actually comprise more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of years (called "primary term"), and as long thereafter as oil, gas, or other minerals is produced from said land or land with which said land is pooled.
3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, except to be delivered at the well or to the credit of lessee in the pipe line to which the well may be connected; lessor's interest in other cases shall bear the proportion of any proceeds for treating oil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasolene or other product therefrom, the market value at the mouth of the well of one-eighth of the gas as sold or used, provided that on gas sold at the well the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, non-ferrous, either in kind or value at the well or mine, at lessee's election, except that on sulphur the royalty shall be One Dollar (\$1.00) per long ton; and (d) if at any time while there is a gas well or wells on the above land (and for the purposes of this clause "the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) such well or wells are shut in, and if this lease is not continued in force by any other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well or wells are shut in, and before the expiration of any such ninety-day (90-day) period, lessee or any assignee hereunder may pay or tender an advance annual royalty equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payment or tender, and if such payment or tender is made, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of paragraph 3 hereof for one (1) year from the date such well or wells are shut in, and in like manner subsequent advance annual royalty payments may be made or tendered and this lease shall continue in force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 3 during any annual period for which such royalty is so paid or tendered; such advance royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment.
4. If operations for drilling or mining are not commenced on said land or on land pooled therewith on or before February 4th, 1956, this lease shall terminate as to both parties, unless on or before February 4th, 1956, the lessee shall terminate as to both parties, unless on or before February 4th, 1956, the lessee shall pay or tender to the lessor a rental of One Hundred Twenty Dollars (\$120.00) per acre.

and No. 1000th - The Farmers & Merchants National Bank of

Market, Texas which bank, or any successor thereof, shall continue to be the agent for the lessor and lessor's successors and assigns if such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be in default until thirty (30) days after lessee shall deliver to lessee a recordable instrument making provision for another method of payment or tender, and any charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessee, or either party.

5. Lessee is hereby granted the right to pool or unitize this lease, the land covered by it or any part thereof with any other land, lease, mineral estates or parts thereof for the production of oil, gas, or any other minerals. Units pooled for oil hereunder shall not exceed forty (40) acres plus a tolerance of ten per cent (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing acreage as acreage per well, then any such unit or acreage as such additional acreage as may be so prescribed or as may be used in such allocation or otherwise, lessee shall file written unit designations in the county in which the premises are located, such units may be designated either before or after the commencement of wells, drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if they were included in this lease. In lieu of the royalties herein provided, lessee shall receive on production from a unit as pooled only such portion of the royalty as it owns or controls as the amount of his acreage placed in the unit or his royalty interest therein as an owner or lessor in the unit.

6. If, prior to discovery of oil, gas, or other minerals on said land or on land pooled therewith, lessee shall drill and abandon a dry hole or holes thereon, or if, after discovery of oil, gas, or other minerals, the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or if it be within the primary term commences or resumes the payment or tender of rental on or before the next paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production, or if, at the expiration of the primary term, oil, gas, or other minerals are being produced from said land or land pooled therewith, and this lease shall not terminate in operations for drilling, mining or reworking of any well or mine thereon, this lease shall remain in force so long as such operations or said additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than sixty (60) consecutive days, and, if they result in production, royalty therefor on oil, gas, or other mineral is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred feet (200 ft.) of and drain the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessee's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When removed by lessee, lessee will bury all pipe lines below ordinary surface, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessee's consent. Lessee shall have the privilege, at his risk and expense, of using gas from any well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person accquires any interest less than the entire interest in the land, rentals or royalties, or lessor's estate, consisting in his chain of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rental due from each lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said land upon which lessee or any assignee of said land shall make payments of said land as to such part.

9. When drilling or other operations are delayed or interrupted by storm, flood, or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, regulation or necessity of the government, or as a result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding, and the lessee shall be relieved of all obligations to drill or rework operations on or produce oil or gas from, the leased premises for land pooled therewith, the time while lessee is so prevented shall not be counted against lessee, and this lease shall be extended for a period of time equal to that during which such lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from, such leased premises or land pooled therewith, notwithstanding any other provision hereof.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply results and royalties accruing hereunder toward satisfaction same. Without impairment of lessor's rights under the warranty in the event of failure of title, it is agreed that, if lessee owns an interest in said land less than the entire fee simple estate, then the royalty and rentals to be paid by lessee shall be reduced proportionately; should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its heirs, successors and assigns, shall have the right at any time to surrender this lease. In whole or in part, to lessor or his heirs and assigns by delivery or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, we then the day and year first above written,

Nancy Ann Johnson
Claudie Johnson Holmes

Beda M. Johnson Moore
Bertha Lucille Johnson Burleson
Cecil Roman Johnson

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TAYLOR

On this 4th day of February, 1955, before me personally appeared Nancy Ann Johnson (sometimes known as N. A. Johnson), a widow; Claudie Johnson Holmes, as her separate property; Beda M. Johnson Moore, a widow; Bertha Lucilla Johnson Bursleson, a widow; and Cecil Roman Johnson, widow of Ferris L. Johnson (also known as Ferris L. Johnson), deceased, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In witness whereof, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My commission expires: June-1-1955

Cyrus A. Poo
Notary Public in and for the County of Taylor, State of Texas

THE STATE OF NEW MEXICO
COUNTY OF

On this day of A. D., before me personally appeared to me personally known to be the person described in who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed. In witness whereof, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My commission expires:

Notary Public

OIL, GAS AND MINERAL LEASE NEW MEXICO
FROM
TO
Date, 19
Section, Township, Range
No. of Acres
County, New Mexico
Term

STATE OF NEW MEXICO
COUNTY OF San Juan

I hereby certify that this instrument was filed for record on the 21 day of Feb. A. D., 1955, at 10:00 a.m., and was duly recorded in Book 27, page 88 of the Records of said County.

Notary Public seal and signature area with handwritten text: By Bonnie L. ... Deputy

Handwritten signature: Cecil Roman Johnson, Book 957, Page 106

THE STATE OF NEW MEXICO
COUNTY OF

On this day of A. D., before me appeared to me personally known, who, being by me duly sworn, did say that he is the President of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

Notary Public