

**AGREEMENT FOR
ROAD MAINTENANCE, REPAIR AND IMPROVEMENTS TO
COUNTY ROAD 72E -ARROYO LAS CUEVAS
SANTA FE COUNTY, NEW MEXICO**

This Agreement is made this 21 day of MARCH, 2011, by and between the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter the "County") and Raymond Dejah and Andrew VanLuchene (hereinafter "Residents").

WHEREAS, the County is responsible for maintenance, repair and improvements to Arroyo Las Cuevas, County Road 72E, (hereinafter "Arroyo Las Cuevas");

WHEREAS, Arroyo Las Cuevas is in need of maintenance, repair and improvements and the County has limited funds for all needed road work to said road; and

WHEREAS, Residents living on Arroyo Las Cuevas are willing and able to pay the County for the chip seal application portion of the road improvements to Arroyo Las Cuevas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter setforth, the parties agree as follows:

1. SCOPE OF WORK

All repairs, maintenance and improvements under this Agreement shall hereinafter be referred to as (the "Work"). The Work on Arroyo Las Cuevas under this Agreement will include the normal and customary road maintenance that is deemed necessary and appropriate by the County. A chip seal application will be applied to Arroyo Las Cuevas during the course of the Work and will be paid for by Residents under this agreement. The location of the needed maintenance, repair and improvements to the Arroyo Las Cuevas is limited to an area that is approximately 3,800 feet long and starts at the edge of existing asphalt at the intersection of Arroyo Las Cuevas and Tano Norte and ends at the intersection of Kia Road and Arroyo Las Cuevas. The Work under this Agreement will also be subject all other provisions set forth in this Agreement.

2. STANDARD

The parties recognize that there are differing standards for new road construction versus repair and maintenance standards of previously constructed roads, and that the road that is the subject of this Agreement, may not have been originally constructed to the County's present standards. Therefore, nothing contained herein shall require the County to conduct such studies and reviews as might be necessary to determine the extent of construction required to improve such road to meet current standards of new road construction nor is the County bound to improve the subject road to any possible new or current road standards. The County shall have absolute discretion regarding what maintenance, repair and improvements will be implemented as the Work.

3. COMMENCEMENT

Work contemplated under this Agreement shall commence within ninety (90) days of the execution of this

Agreement and after the Residents deposit the sum of money with the County that is required in Section 5 of this Agreement in order to apply the chip seal application.

4. ELIGIBLE COSTS AND EXPENSES

The eligible costs and expenses under this Agreement shall be limited to the County's actual expenditures for materials, labor and rental of equipment necessitated by the non-availability of the County's own equipment for the chip seal application. Eligible costs and expenses shall also include payments to any private contractors directly used to perform the chip seal application.

5. PAYMENT

The Residents hereby agree to deposit with Santa Fe County the total amount of Sixty Four Thousand Three Hundred Sixty Nine Dollars and Sixty Three Cents (\$64,369.63) for the eligible costs of the chip seal application and related expenses as defined herein.

Upon completion of the work, the County will prepare an itemized statement, which will be provided to the Residents with the specific work completed, along with the costs and expenses for labor, materials and equipment by showing the number of personnel and total hours worked, amount and type of materials and any specialized equipment used. Any unused funding provided by the Residents will be refunded within 30 days upon receipt of the statement. In the event the cost for the material and labor for the chip seal application exceeds the agreed upon amount set forth in this Section, the Residents will pay the additional sum of money for the additional cost prior to commencement of Work. If any additional cost is not paid to the County by the Residents, the chip seal application will not be undertaken by the County and all monies deposited with the County will be returned to the Residents.

6. ACCOUNTING AND APPLICATION

The County shall create an account for the receipt of all payments under a separate line item in the County's budget as is consistent with this Agreement. All accounting shall be completed pursuant to generally accepted accounting practices and applicable New Mexico statutes. No payment made under this Agreement shall be considered a tax or assessment of any nature.

7. TERM

The term of this Agreement shall begin upon the date the last party to the agreement has signed and as otherwise provided in Paragraph 3 above and terminate upon completion of the work or December 1, 2011, whichever is earlier. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, provided that the County shall be required to complete any work in progress and the Residents shall be required to pay for any work completed and costs incurred by the County related to the Work. The foregoing is subject to the availability of funds by the County and the determination of the availability of County funds and resources is in the sole discretion of the County.

8. TORT CLAIM LIABILITY

Nothing contained herein shall be deemed a modification or waiver by the County of its rights or immunities pursuant to NMSA 1978, Sections 41-4-1, et. seq., as amended, and also known as the Tort

Claims Act. The County hereby acknowledges and agrees that by entering into this Agreement, the Residents shall not incur any liability to any third party or entity for any injury or damage resulting from the work completed or in progress.

9. APPLICABLE LAW

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be in the state or federal district courts of New Mexico, located in Santa Fe County, New Mexico.

10. ASSIGNMENT

This Agreement may not be assigned, transferred or delegated by either party without the prior written consent of the other party. Any purported assignment without such consent shall be void and shall entitle the other party to the remedies allowed herein for a default in the performance of this Agreement or as otherwise provided by law.

11. SCOPE OF AGREEMENT, MERGER

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

12. AMENDMENT

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties and as otherwise provided in this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

13. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid or unenforceable by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

14. MISCELLANEOUS

The title, section and paragraph headings used in this Agreement are solely for the convenience of the parties and shall not be used to explain, construe, modify or aid in the interpretation of the provisions of this Agreement.

15. NOTICE

All notices required to be given to the County shall be mailed (pre-postage paid) to the County at:

Santa Fe County
Attn: Stephen Ross, County Attorney
Legal Department
P.O. Box 276
Santa Fe, NM 87504-0276

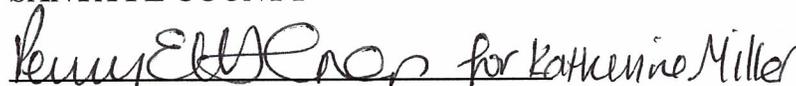
AND

Robert Martinez,
County Traffic Manager
P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Residents shall be mailed (pre-postage paid) to each of the two Residents at their addresses provided below in the signature block.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last shown below.

SANTA FE COUNTY


Katherine Miller, County Manager

3/22/11
Date:

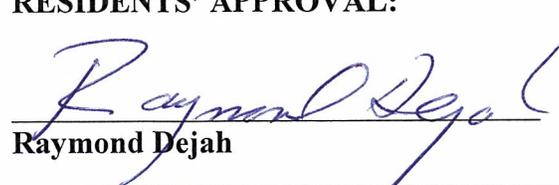
APPROVED AS TO LEGAL FORM


Stephen Ross, County Attorney

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez, Finance Director

RESIDENTS' APPROVAL:


Raymond Dejah

Date: 3/16/2011



Date: 3/13/10

Andrew Van Luchene
41 Kia Road, Santa Fe, NM 87506

CHIP SEAL CR 72-E (20' width Roadway)

Roadway Dist (ft) 3800
 Roadway Width (ft) 20
 Application rate of AEP (gallons/sq yd) 0.5
 Application Rate of HFE 100P (gallons/sq yd) 0.5
 Application Rate of CSSI-P 1:1 (gallons/sq yd) 0.1
 Basecourse thickness (inches) 4
 Weight of Basecourse (lbs/ cu ft) 133.5
 Application rate of Chips both lifts (lbs/ sq yd) 90
 Total Square Feet of Roadway 76000
 Total Square Yards of Roadway 8444.44

ROAD	BASE COURSE (tons)	CHIPS (tons)	AEP (tons)	HFE 100P (tons)	CSSI-P 1:1 (tons)	SPREADER	DISTRIBUTOR	TOTAL COST
UNITS REQUIRED	1860.1	418.00	17.59	17.59	3.52			38.70
COST / UNIT	\$ 9.50	\$ 15.50	\$ 404.17	\$ 412.80	\$ 279.38			\$ 35.00
COST	\$ 17,670.95	\$ 6,479.00	\$ 7,110.11	\$ 7,261.93	\$ 982.96			\$ 1,354.58
								\$ 40,859.54

Water			Gal/1000					
COST / UNIT			100,000 gal					
COST	-	-	\$ 4.00	-	-			\$ 400.00

Hauling/ B/C	1860.1					Ton Mile	Plant/Distance	
COST / UNIT								
COST		-	-	-	-	\$ 0.30	20 miles	\$ 11,160.60

Hauling/ Chips	418.00					Ton Mile	Plant/ Distance	
COST / UNIT								
COST		-	-	-	-	\$ 0.30	20 miles	\$ 2,508.00

5%Contingency								\$ 54,928.14
COST / UNIT								
COST	-	-	-	-	-			\$ 3,948.35
								\$ 54,928.14

TAX	\$ 58,876.49
5.625%	\$ 5,493.14
TOTAL	\$ 64,369.63