2012-0012-CSD/MS

NEW MEXICO GAS COMPANY
GAS SERVICES

LINE EXTENSION AGREEMENT NO. 875-77399-2281176
PASSPORT NO 2281176

THIS AGREEMENT is made and entered into this 5th day of October, 2011 by and between New Mexico Gas Company, ("Company") and SANTA FE COUNTY, ("Customer"). Customer and Company hereby agree as follows:

1. Customer is requesting the Company to provide gas service to the following described property or real estate:
   37 RANCHO VIEJO BLVD (RANCHO VIEJO FIRE STATION) REVUNE CREDITS
   SANTA FE, NM

2. To provide service to this property will require an extension of the Company's gas distribution system (the "Line Extension") described as follows:

   TIE INTO EXISTING 6" HP PX AND EXTEND EAST ON RANCHO VIEJO BLVD 1950' WITH 6"HP PX FOR THE NEW FIRE STATION. THIS IS A CUSTOMER TRENCH WHERE THE CUSTOMER WILL PROVIDE TRAFFIC CONTROL, EXCAVATION AND PADDING. MINIMUM SYSTEM IS 2" HP PX AND SYSTEM IMPROVEMENT WILL INSTALL 6" HP PX. PRICE INCLUDES 6" HP PX AND MISCELLANEOUS EQUIPMENT TO COMPLETE INSTALLATION.

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3. The Customer agrees to pay for the Line Extension Cost as indicated below. The Customer understands the Cost Estimate and Revenue Credit determinations are final and no additional credits will be given.

Total Minimum Line Extension Cost Estimate	$44,618.90
Less: Lot Credit, if applicable	$0.00
Less: System Improvement Credit	$31,086.88
Less: Revenue Credit or Revenue Credit Guarantee Amount, if applicable (see following paragraphs)	$13,532.02
Amount Due From Customer	$0.00

4. Customer understands and agrees that actual annual revenues from the new Line Extension must meet or exceed the amount required to support the Revenue Credit received by the Customer. Customer is required to also execute the Gas Line Extension Revenue Credit Guarantee Agreement.

5. The amount due from the Customer under paragraph 3 must be paid in full in advance of any construction.

6. It is understood and agreed that the facilities installed hereunder shall be and remain the property of the Company, and the Company shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operation and maintenance of said facilities.

7. Service furnished hereunder will be in accordance with the Company's Rules and Regulations and pursuant to the rate schedules applicable to the type of service required. The Company's Rules and Regulations and rate schedules are on file with the New Mexico Public Regulation Commission ("NMPRC" or "Commission") and are incorporated herein by reference and made a part of the Agreement.

8. Customer shall furnish and/or assist in obtaining all necessary easements and rights of way for construction of the facilities; rights of ingress and egress; and the right of excavation as required for installation, maintenance, repair or replacement of any of the facilities. All easements shall be of public record and, in the case of plats, clearly shown on such plats prior to final recording. Customer agrees to provide grades plus or minus three (3) inches in accordance with the "final grade and drainage plan" of record on all Customer-provided utility easements and locate lot lines as required by the Company. Any relocations due to changes in locations of easements, lot lines, or grades will be at the expense of Customer and will be non-refundable.

9. This Agreement, including the Gas Line Extension Policy which is made a part hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the NMPRC, having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action which could cause a change in the terms of this Agreement.

10. The entire understanding between the parties hereto relating to this Agreement is set forth herein and there are no oral understandings between the parties. No amendments to this Agreement are authorized unless reduced to writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date set forth above.

Santa Fe County
(Customer Name)

NEW MEXICO GAS COMPANY

Check Applicable Box Below:
(Customer) ☒ or;
(Authorized Agent – Requires proof of agency) ☐

By: Katherine Miller

Title: SF County Manager

Print Name: Katherine Miller

Billing Address:

Street: 102 Grant Avenue

City/Zip: Santa Fe, NM 87501
or PO Box 276
Santa Fe, NM 87504-0276

By: JEFF MOYA

Title: Operations Supervisor

Print Name: Jeff Moya

WITNESS:

Claire Conlon

Print Name: Claire Conlon

Title: Designer

Approved as to form
Santa Fe County Attorney
By: [illegible]
Date: Sept 24, 2011

GAS LINE EXTENSION AGREEMENT NO. 875-77399-2281176 PASSPORT NO 2281176

NEW MEXICO GAS COMPANY
GAS LINE EXTENSION
REVENUE CREDIT GUARANTEE AGREEMENT (RCGA)
For New Service Locations Only

THIS AGREEMENT is made and entered into this 5th day of October, 2011 by and between NEW MEXICO GAS COMPANY, ("Company"), and SANTA FE COUNTY, ("Customer."). Customer and Company hereby agree as follows:

1. Customer requested Company to provide gas service to property, which will require a Gas Line Extension of the Company's gas distribution system involving the following type of work:

   TIE INTO EXISTING 6" HP PX AND EXTEND NORTH ON RANCHO VIEJO BLVD 1950' TO SERVIE THE NEW RANCHO VIEJO FIRE STATION.

2. The Line Extension is being constructed pursuant to Company Work Order No. 875-77399-2281176 to provide new service at the following service address:

   Street Number and Name: 37 RANCHO VIEJO BLVD
   City: SANTA FE, NM
   Zip: 87507

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Total Minimum Line Extension Cost Estimate		$44,618.90
Less: System Improvement	$31,086.88	
Less: Lot Credit, if applicable	$	
Less: Revenue Credit or Revenue Credit Guarantee Amount, if applicable (see following paragraphs)		$13,532.02
Less: Customer Trench Credit, if applicable		$ 0.00
Amount Due From Customer	$0.00	

3. Customer has received a Line Extension Revenue Credit of $13,532.02, thus reducing the initial payment due the Company for the Line Extension by the amount of the Revenue Credit. Customer understands and agrees that the Revenue Credit received is only an estimate based on Customer's projected 12-month consumption and that actual revenue at the new service location may vary from the estimated amount.

4. Company will compare the Customer's projected revenues with actual cumulative revenues received in two intervals, after 12 months and after 18 months of service. The start date for the 18-month service period of the RCGA contract will be the date when a permanent meter is set at the new service address.

5. If during the first 12 months of service, Company has not received actual cumulative revenue from the new service location required to support 2/3 of the Line Extension Revenue Credit amount, then Customer will be invoiced and agrees to pay Company for any shortfall equal to or greater than $100.00. All 12-month billings are non-refundable, regardless of the actual revenue generated in the final 6 months of the new service period. If at the end of 18 months of new service, Company has not received actual cumulative revenue from the new service location that supports the total Line Extension Revenue Credit amount then Customer will be invoiced and agrees to pay Company for the remaining shortfall if it is equal to or greater than $100.00.

6. Customer agrees to pay each of Company's invoices within 30 days following issuance of such billing. If Customer does not pay the amount due within 30 days, then Customer agrees to pay an additional charge of 1 1/2% per month on the total balance in arrears, plus all of Company's costs, including attorney fees, incurred in collecting payment from Customer

7. This Agreement, including the Gas Line Extension Policy which is made a part hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the New Mexico Public Regulation Commission, (NMPRC), having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the NMPRC's requirements if and when the NMPRC is requested to take action which could cause a change in the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Santa Fe County
(Customer Name)

NEW MEXICO GAS COMPANY

Check Applicable Box Below:
Customer ☑ or;
Authorized Agent – Requires proof of agency ☐

By: Katherine Miller

By: Jeff Moya

Title: County Manager

Title: Operations Supervisor

Print Name: Katherine Miller

Print Name: JEFF MOYA

Approved as to form
Santa Fe County Attorney
By: [signature] for Steve Ross
Date: Sept 24, 2011

Billing Address:

Street: 102 Grant Avenue
PO Box 276

City/Zip: Santa Fe, NM 87501

WITNESS:

Claire Conlon

Print Name: Claire Conlon

Title: Designer

For Company Use only

Meter No.

Banner Account No.

NMGC Representative:	C.CONLON
Passport Number:	2281176
Installation Task Number(s):	01,02
Retirement Task Number(s):	
Type of Service:	COMMERCIAL

GCG #73038

SANTA FE ENGINEERING TEAM

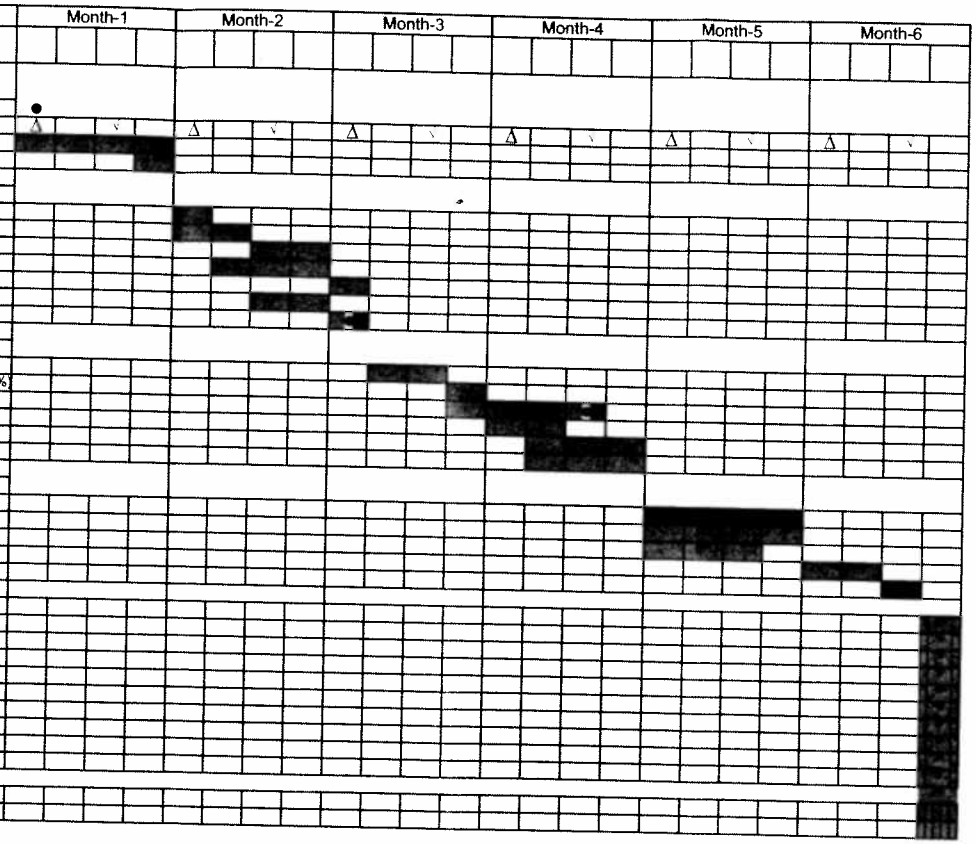
DRAFT PROJECT SCHEDULE

FOR ENGINEERING SERVICES FOR

RAIL TRAIL WATER TRANSMISSION LINE

RFP #2011-0297-UT/MS

TASK	DESCRIPTION
1	**FINAL WORK PLAN AND PROJECT KICKOFF**
1-A	COORDINATE STUDY WITH COUNTY
1-B	ACQUISITION OF EXISTING DATA/SURVEY/ROW MAPPING
1-C	PRELIMINARY STUDY AND REPORT
2	**PRELIMINARY DESIGN**
2-A	PRELIMINARY RECONNAISSANCE AND SURVEYS
2-B	PRELIMINARY WATER MODELING
2-C	PRELIMINARY DESIGN AND ALTERNATIVES (30%)
2-D	DRAINAGE ANALYSIS AND DESIGN
2-E	PRELIMINARY OPINION OF PROBABLE COST
2-F	DETERMINE PERMITTING AND PUBLIC NOTICING REQUIREMENTS
2-G	PRELIMINARY DESIGN AND ALTERNATIVES (75%)
3	**FINAL DESIGN AND SPECIFICATIONS**
3-A	FINAL HYDRAULIC MODELING/SIZING
3-B	FINAL ENGINEERING/CONSTRUCTION DOCUMENT PREPARATION (100%)
3-C	PROJECT SPECIFICATIONS
3-D	OPINION OF PROBABLY COST
3-E	PREPARE BIDDING DOCUMENTS
3-F	PREPARE PERMITS AND PUBLIC NOTICES
4	**BIDDING AND AWARD**
4-A	PROJECT BIDDING
4-B	PREPARE ADDENDA AND RFI
4-C	PERMITTING
4-D	BID REVIEW
4-E	BID AWARD
5	**CONSTRUCTION**
5-A	GENERAL ADMINISTRATION OF CONSTRUCTION CONTRACT
5-B	RESIDENT PROJECT REPRESENTATIVE
5-C	SCHEDULES
5-D	ENGINEER VISITS
5-E	CHANGE ORDERS
5-F	DISAGREEMENT REMEDIATION
5-G	APPLICATIONS FOR PAYMENT
5-H	CONTRACTOR'S COMPLETION DOCUMENTS
5-I	FINAL NOTICE OF ACCEPTIBILITY OF WORK
6	**POST-CONSTRUCTION**
6-A	TWELVE MONTH OVERSIGHT OF PROJECT FOR DEFECTS



LEGEND

- ● MILESTONE
- Δ MONTHLY DESIGN REVIEW MEETING
- √ BI-WEEKLY PROGRESS MEETINGS
- TASK BY TEAM
- TASK BY OTHERS
- ON-GOING TASK
- * ON-GOING IF COUNTY ELECTS TO EXTEND CONTRACT FOR CONSTRUCTION SERVICES