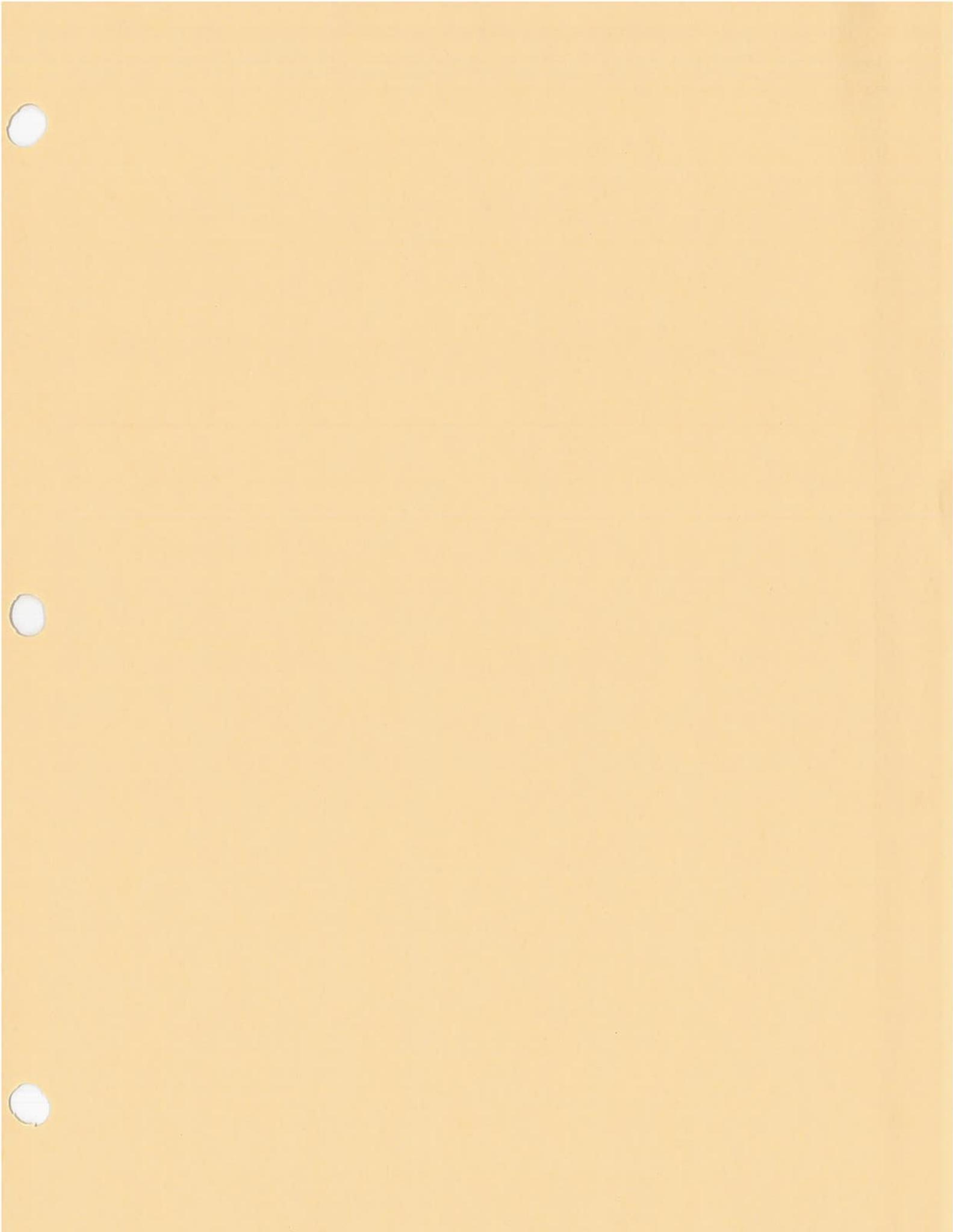


SANTA FE COUNTY NEW HIRE REPORT FOR JANUARY 1, 2014 - FEBRUARY 7, 2014

LAST NAME	FIRST NAME		DEPARTMENT	POSITION	EMP STATUS	HIRE DATE
GOMEZ	MICHAEL	A	ADMINISTRATIVE SERVICES DEPARTMENT	SYSTEMS ADMINISTRATOR	PB	1/13/2014
PERGADO	CHANELLE	G	COMMUNITY SERVICE DEPARTMENT	TEEN COURT COORDINATOR	PB	1/20/2014
ORDONEZ DE HUERT	GRACIELA		COMMUNITY SERVICE DEPARTMENT	COOK	PB	1/6/2014
RINGKVIST	LEILANI	S	COMMUNITY SERVICE DEPARTMENT	SECRETARY SENIOR	PB	2/3/2014
WILSON	NIKOLAUS	C	COMMUNITY SERVICE DEPARTMENT	DRIVER/COOK'S ASSISTANT	PB	1/21/2014
JIMENEZ	RONALD	S	COMMUNITY SERVICE DEPARTMENT	MAINTENANCE TECHNICIAN	PB	2/3/2014
DIXON	NICOLE	C	COUNTY ASSESSOR'S OFFICE	APPRAISER	T	1/13/2014
LOVATO	RICO	M	COUNTY CLERK'S OFFICE	VOTER REGISTRATION CLERK	PB	1/21/2014
MARTINEZ	ESTRELLA	F	COUNTY CLERK'S OFFICE	SCANNING & INDEXING TECHNICIAN	PB	1/27/2014
OLIVAS	MANUEL	R	COUNTY CLERK'S OFFICE	SCANNING & INDEXING TECHNICIAN	PB	1/21/2014
FLORES	TONY		COUNTY MANAGER'S OFFICE	ASSISTANT COUNTY MANAGER	E	1/13/2014
GONZALES	MELODY	S	COUNTY MANAGER'S OFFICE	EMPLOYEE BENEFITS COORDINATOR	PB	1/13/2014
QUINTANA	ROBERT	S	COUNTY SHERIFF'S OFFICE	ANIMAL CONTROL OFFICER	PB	2/3/2014
BACA	WILLIAM	T	HOUSING DEPARTMENT	MAINTENANCE SUPERVISOR	PB	1/6/2014
MARTINEZ	ROBERTA	D	HOUSING DEPARTMENT	CLERICAL SPECIALIST	PB	1/22/2014
HEARD	LITTLE SUN	S	PUBLIC SAFETY DEPARTMENT	THERAPIST	PB	2/4/2014
MONTANO	CAROLYN	E	PUBLIC SAFETY DEPARTMENT	SECRETARY SENIOR	PB	1/6/2014
ORTIZ	AUGUSTINE	M	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	1/2/2014
PIFER	KENNETH	D	PUBLIC SAFETY DEPARTMENT	DAY REPORTING SUPERVISOR	PB	1/6/2014
RENNER	MARC	S	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	1/2/2014
ROJO	ELIER	I	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	1/2/2014
VALDEZ	MANUEL	E	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	1/6/2014
HETLER	JAMES	L	PUBLIC SAFETY DEPARTMENT	ACCOUNTING TECH. SENIOR	PB	2/3/2014
QUINTANA	DANIEL	J	PUBLIC SAFETY DEPARTMENT	EMERGENCY COMM SPEC TRAINEE	PB	1/27/2014
WOODS	ASHLEY	D	PUBLIC SAFETY DEPARTMENT	EMERGENCY COMM SPEC TRAINEE	PB	1/27/2014
BACA	JUSTIN	J	PUBLIC WORKS DEPARTMENT	CLERICAL ASSISTANT	T	1/3/2014
DURAN	JEANETTE		PUBLIC WORKS DEPARTMENT	ACCOUNTANT SENIOR	PB	2/3/2014
SALAZAR	ADAM	E	PUBLIC WORKS DEPARTMENT	UTILITIES MAINTENANCE WORKER	PB	2/3/2014
CHEZ	LORANCE	H	PUBLIC WORKS DEPARTMENT	UTILITIES MAINTENANCE WORKER	PB	2/3/2014









Robert A. Garcia  
Sheriff  
986-2455  
ragarcia@santafecounty.org

Ron E. Madrid  
Undersheriff  
986-2455  
rmadrid@santafecounty.org

35 Camino Justicia – Santa Fe, New Mexico 87508

## MEMORANDUM

**To:** Board of County Commissioners

**Fr:** Undersheriff Ron Madrid

**Date:** January 30, 2014

**Re:** Resolution 2014 – A resolution requesting a budget increase to the Law Enforcement Operations Fund (246) to budget one (1) grant awarded through the New Mexico Department of Transportation for Highway Safety Projects / \$62,000.00

---

**Issue:**

The Santa Fe County Sheriff's Office has been awarded funding for the New Mexico Department of Transportation for Highway Safety Projects. Funding for one (1) grant for a clerical position for our DWI Seizure Division.

**Background:**

Funding from this program will provide one (1) full-time clerical position to assist with the processing of all necessary paperwork required for vehicle forfeiture cases to handle the rapidly growing vehicle forfeiture caseload. Funding will only be used for the vehicle forfeiture program (DWI Seizure) and cannot be used for other purposes. Funding includes salary & wages, supplies, equipment, and anything needed to start the new position.

**Action Requested:**

The Santa Fe Sheriff's Office requests approval to increase the Law Enforcement Operation Fund (246) of the one (1) grant listed above in the amount of \$62,000.00. Total awarded amount is \$75,000.00, the remaining amount will be budgeted for Fiscal Year 2015.



# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on \_\_\_\_\_, did request the following budget adjustment:

Department / Division: Sheriff's Office Fund Name: DWI Seizure

Budget Adjustment Type: Increase Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

#### BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1223	371	0900	NMDOT: DWI Seizure Lot Clerical Position	\$62,000.00	
<b>TOTAL (if SUBTOTAL, check here)</b>					\$62,000.00	

#### BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1223	424	1024	Salary	\$31,246.00	
246	1223	424	1025	Overtime	\$2,000.00	
246	1223	424		Benefits	\$2,754.00	
246	1223	424	5003	Professional	\$3,000.00	
246	1223	424	6007	Supplies	\$4,000.00	
246	1223	424	6001	Equipment: Non-Consumable Supplies	\$4,000.00	
246	1223	424	8003	Capital: Equipment & Machinery	\$13,000.00	
246	1223	424	8095	Capital: Computers & Peripherals (Inv-Exempt)	\$2,000.00	
<b>TOTAL (if SUBTOTAL, check here)</b>					\$62,000.00	

Requesting Department Approval: \_\_\_\_\_ Title: County Sheriff Date: 1-30-14

Finance Department Approval: Annelle M. Adams Date: 1/27/14

County Manager Approval: Katherine J. ... Date: 2-17-14

Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office Phone No.: 505-986-2457

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.  
The Sheriff's Office has been provided funding for one (1) full-time clerical position to assist with the processing of all necessary paperwork required for vehicle forfeiture cases to handle the rapidly growing vehicle forfeiture caseload. Funding will only be used for the vehicle forfeiture program and cannot be used for other purposes. Funding includes, salary & wages, supplies, equipment, and anything needed to start the new position.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
10-24	Term Employee for DWI Seizure	Term	Clerical

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
50-03 / 50-90	Contractual Services	\$3,000.00
80-03	Equipment for position	\$13,000.00
80-95	Computer - Inventory Exempt	\$2,000.00

- 2) Is the budget action for RECURRING expense X or for NON-RECURRING (one-time only) expense X  
This budget is for both recurring and non-recurring items. We will be purchasing the majority of items during FY14 but will also have supplies for FY15. Grant expires September 30, 2014.

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office Phone No.: 505-986-2457

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.  
  
NMDOT: Clerical Position for DWI Seizure Division  
Project No.: 14-AL-64-P101  
Award Period: October 1, 2013 to September 30, 2014  
Amount Awarded: \$75,000.00  
- FY14: \$62,000.00  
- FY15: \$13,000.00
  - c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

**SANTA FE COUNTY**  
**RESOLUTION 2014 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

**Approved, Adopted, and Passed This \_\_\_\_\_ Day of \_\_\_\_\_, 2014.**

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Daniel W. Mayfield, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk







## Memorandum

**To:** Santa Fe Board of County Commissioners

**From:** Donna Morris, Fire Department

**Thru:** David Sperling, Fire Chief <sup>MS</sup>  
Pablo Sedillo, Public Safety Director  
Katherine Miller, County Manager

**Date:** February 6, 2014

**Re:** Resolution 2014 - A Resolution Requesting A Budget Increase To The Fire Operations Fund (244) To Budget The 2014 YCC Grant / \$149,730. (Public Safety/Fire)

---

### **BACKGROUND:**

The Santa Fe County Fire Department is requesting BCC approval to budget a new 2014 YCC Grant award in the amount of \$149,730. The Youth Conservation Corps Commission Grant (YCC) is utilized to employ up to ten youth ages 18-25 and to provide training in natural resources such as forest management, fire ecology, and watershed health for a period of six months. Project work will consist of hazard fuel reduction projects located in Santa Fe County aimed at reducing risk of wildland fire and improving forest health. These projects are tied directly to the Santa Fe County Community Wildfire Protection Plan (CWPP) which was adopted in 2008. This crew will also be available to fight wildland fires.

### **SUMMARY:**

Please approve this request for a budget increase to the Fire Operations Fund (244) for the 2014 YCC Grant in the amount of \$149,730.



# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on February 25, 2014, did request the following budget adjustment:

Department / Division: Fire Department Fund Name: YCC Grant Fund (244)  
 Budget Adjustment Type: Budget Increase Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0878	371	19-00	YCC Grant/State	149,730	
<b>TOTAL (if SUBTOTAL, check here)</b>					<b>149,730</b>	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0878	422	10-24	Salaries & Wages/Temp Employees	108,269	
244	0878	422	20-01	Employee Benefits/FICA Regular	7,604	
244	0878	422	20-02	Employee Benefits/FICA Medicare	1,778	
244	0878	422	20-07	Employee Benefits/Unemployment Insurance	5,000	
244	0878	422	20-08	Employee Benefits/Workers Comp	9,633	
244	0878	422	40-06	Maintenance/Equipment	1,000	
244	0878	422	60-02	Supplies/Safety Supplies	9,680	
244	0878	422	60-08	Supplies/Field Supplies	6,246	
244	0878	422	80-99	Capital Purchases/Inventory Exempt	520	
<b>TOTAL (if SUBTOTAL, check here)</b>					<b>149,730</b>	

Requesting Department Approval: [Signature] Title: Chief Date: 2-11-14  
 Finance Department Approval: [Signature] Date: 2-11-14 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: [Signature] Date: 2-17-14 Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Donna Morris Dept/Div: Fire Department/Administration Phone No.: 992-3082

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.

Requesting BCC approval for a budget increase to the YCC Grant Fund (244) to budget a grant award in the amount of \$149,730 to be utilized to employ local youth ages 18-25 and provide training in natural resources such as forest management, fire ecology, and watershed health for a period of six months. The grant match will be an "In Kind" match utilizing the Wildland Captain's salary and benefits, in house training, and fire department vehicles and equipment.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
10-24	Hire 10 to 12 Youth for Wildland Hand Crew	Temporary	Forestry Technician

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
80-99	Detail (what specific things, contracts, or services are being added or deleted) Chain Saw	520

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Donna Morris Dept/Div: Fire Department Administration Phone No.: 992-3082

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.  
NM State Energy, Minerals and Natural Resources Department - Youth Conservation Corps (YCC) Grant
  - c) Is this request a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request. The match requirement will be met by an "in kind" match to include training, vehicles and equipment currently utilized by the SFCFD Wildland division as well as the salary and benefits of the Wildland Captain's position which is all funded by the 244-0801-421 Fire Administration budget.

**SANTA FE COUNTY**

**RESOLUTION 2014 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

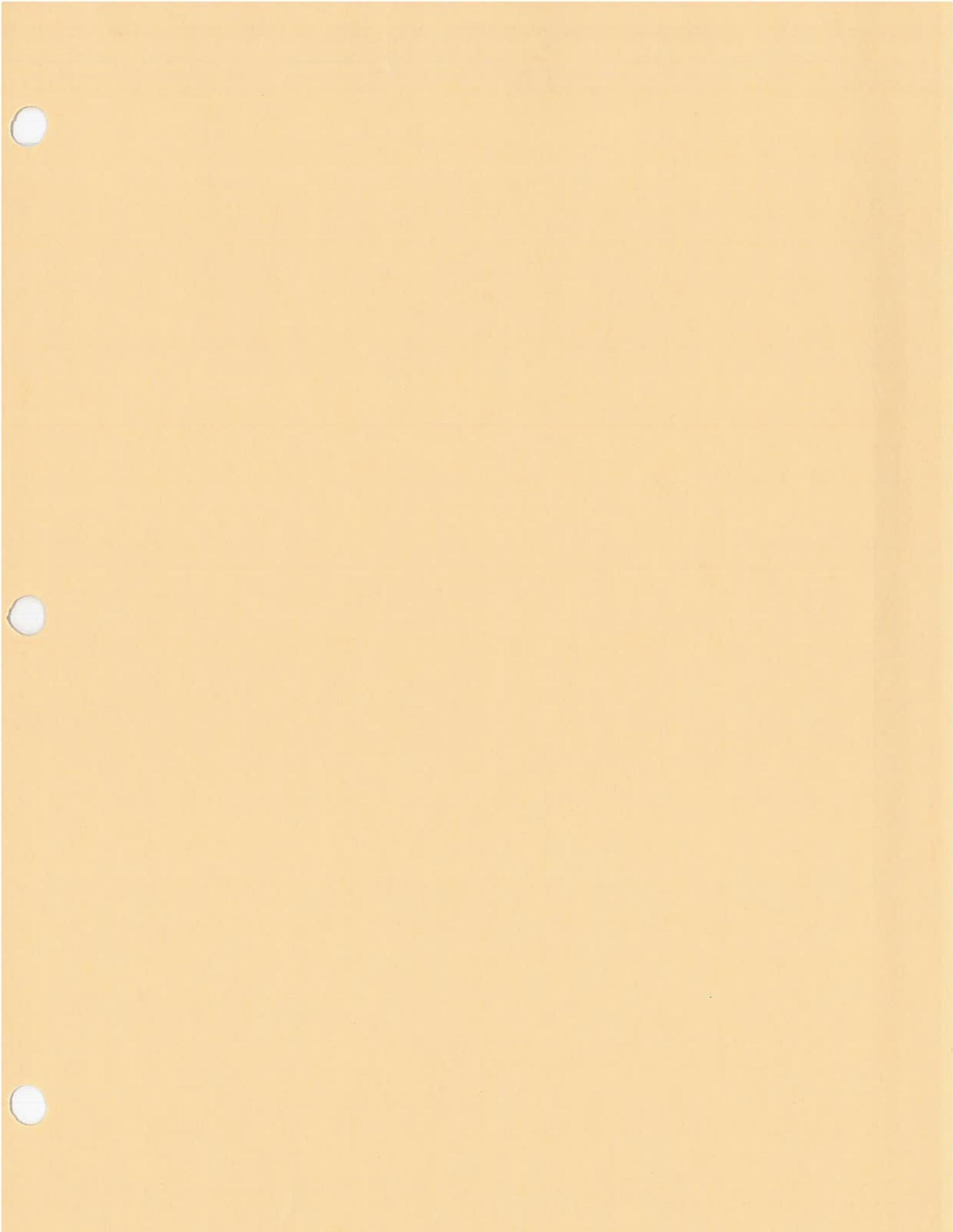
**Approved, Adopted, and Passed This 25th Day of February, 2014.**

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Daniel W. Mayfield, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk







## Memorandum

**To:** Santa Fe Board of County Commissioners

**From:** Donna Morris, Fire Department

**Thru:** David Sperling, Fire Chief *DMS*  
Pablo Sedillo, Public Safety Director *PS*  
Katherine Miller, County Manager *J*

**Date:** February 6, 2014 *KUM*

**Re:** Resolution 2014 - A Resolution Requesting A Budget Decrease To The Fire Operations Fund (244) / Chimayo Fire District To Realign The FY2014 Budget With The Actual Grant Award From The New Mexico Fire Protection Grant Council / -\$25,000. (Public Safety/Fire)

---

### BACKGROUND:

The Santa Fe County Fire Department is requesting BCC approval for a budget decrease to the Chimayo Fire District fund (244) in the amount of \$25,000. The Chimayo Fire District was awarded a grant from the New Mexico Fire Protection Grant Council to purchase a Brush Truck in the FY-2013 grant cycle. Due to limited funds available for distribution, \$25,000 was awarded in FY-2013 and the balance of \$55,000 was awarded in FY-2014. The first \$25,000 distributed in FY-2013 was included in the FY-2014 budget preparation and then brought forward again when a FY-2014 resolution was done to carry forward FY-2013 available cash to be budgeted in FY-2014. This caused an overstated budget in the Chimayo Fire District (244) Fund which resulted in the need to decrease the fund in the amount of \$25,000. This resolution will not impact the overall FY-2014 budget.

### SUMMARY:

Please approve this request for a budget decrease to the Fire Operations Fund (244) for the Chimayo Fire District for a total amount of \$25,000.



# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on February 24, 2014, did request the following budget adjustment:

Department / Division: Fire Department/Various Fire Districts Fund Name: Chimayo Fire District Fund (244)

Budget Adjustment Type: Budget Decrease Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0831	385	02-00	Budgeted Cash/State Funds		25,000
<b>TOTAL (if SUBTOTAL, check here )</b>						25,000

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0831	422	80-09	Capital Purchases/Vehicles		25,000
<b>TOTAL (if SUBTOTAL, check here X )</b>						25,000

Requesting Department Approval: [Signature] Title: Chief Date: 2.11.14

Finance Department Approval: [Signature] Date: 2/11/14 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: [Signature] Date: 2/17/14 Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Donna Morris Dept/Div: Fire Department/Administration Phone No.: 992-3082

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.

Requesting BCC approval for a budget decrease to the Chimayo Fire District Fund (244) in the amount of \$25,000. The Chimayo Fire District was awarded a grant from the New Mexico Fire Protection Grant Council to purchase a Brush Truck in the FY-2013 grant cycle. Due to limited funds available for distribution, \$25,000 was awarded in FY-2013 and the balance of \$55,000 was awarded in FY-2014. The first \$25,000 distributed in FY-2013 was included in the FY-2014 budget preparation and then brought forward again when a FY-2014 resolution was done to carry forward FY-2013 available cash to be budgeted in FY-2014. This caused an overstated budget in the Chimayo Fire District 244 Fund which resulted in the need to decrease the fund in the amount of \$25,000. This resolution will not impact the overall FY-2014 budget.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X

**SANTA FE COUNTY**

**RESOLUTION 2014 - \_\_\_\_\_**

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:**

Name: Donna Morris Dept/Div: Fire Department Administration Phone No.: 992-3082

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
  - c) Is this request a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

**New Mexico Fire Protection Grant Council**

**SANTA FE COUNTY**  
**RESOLUTION 2014 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 25th Day of February, 2014.

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Daniel W. Mayfield, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk







## Memorandum

**To:** Santa Fe Board of County Commissioners

**From:** Donna Morris, Fire Department

**Thru:** David Sperling, Fire Chief *DS*  
Pablo Sedillo, Public Safety Director *PS*  
Katherine Miller, County Manager *KM*

**Date:** February 6, 2014

**Re:** Resolution 2014 - A Resolution Requesting A Budget Increase To The Fire Operations Fund (244) To Budget State Grants Awarded To The Pojoaque, Tesuque And Galisteo Fire Districts / \$59,836. (Public Safety/Fire)

---

### **BACKGROUND:**

The Santa Fe County Fire Department is requesting BCC approval to budget new grant awards for the Pojoaque, Tesuque and Galisteo Fire Districts. The Pojoaque Fire District's grant was awarded by the New Mexico State ENMRD Forestry Division in the amount of \$14,000. This grant was awarded to purchase Personal Protective Equipment (PPE), two floatation pumps and grant funding to produce a video to be utilized for Prevention Education on Open Burning. The Tesuque Fire District's grant was awarded by the New Mexico Fire Protection Grant Council in the amount of \$15,196 for the purchase of two Thermal Imaging Cameras. The Galisteo Fire Districts grant was also awarded by the New Mexico Fire Protection Grant Council in the amount of \$30,640 for the purchase of two Thermal Imaging Cameras, four gas meters and Personal Protective Equipment to include five sets of bunker gear. The total of the three grants is \$59,836 and the required grant match for each of these three fire districts will be met utilizing the annual Fire Fund (209) disbursements.

### **SUMMARY:**

Please approve this request for a budget increase to the Fire Operations Fund (244) for the Pojoaque, Tesuque and Galisteo Fire Districts for a total amount of \$59,836.



**SANTA FE COUNTY**  
**RESOLUTION 2014 - \_\_\_\_\_**

**A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM**

Whereas, the Board of County Commissioners meeting in regular session on February 24, 2014, did request the following budget adjustment:

Department / Division: Fire Department/Various Fire Districts Fund Name: Various Fire Districts Fund (244)  
 Budget Adjustment Type: Budget Increase Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

**BUDGETED REVENUES: (use continuation sheet, if necessary)**

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0836	372	00-00	Federal Grants/EMNRD Forestry	14,000	
244	0838	371	05-00	State Grants/Fire Protection	15,196	
244	0844	371	05-00	State Grants/Fire Protection	30,640	
<b>TOTAL (if SUBTOTAL, check here)</b>					<b>59,836</b>	

**BUDGETED EXPENDITURES: (use continuation sheet, if necessary)**

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0836	422	50-03	Professional Services/Contractual	7,556	
244	0836	422	60-02	Supplies/Safety Supplies	1,404	
244	0836	422	80-99	Capital Purchases/Inventory Exempt	5,040	
244	0838	422	80-99	Capital Purchases/Inventory Exempt	15,196	
244	0844	422	60-01	Supplies/Non-Consumable Supplies	1,075	
244	0844	422	60-02	Supplies/Safety Supplies	3,000	
244	0844	422	80-99	Capital Purchases/Inventory Exempt	26,565	
<b>TOTAL (if SUBTOTAL, check here X)</b>					<b>59,836</b>	

Requesting Department Approval: [Signature] Title: Chief Date: 2-11-14  
 Finance Department Approval: [Signature] Date: 2/11/14 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: [Signature] Date: 2/17/14 Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Donna Morris Dept/Div: Fire Department/Administration Phone No.: 992-3082

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.

Requesting BCC approval for a budget increase to the Pojoaque Fire District Fund (244) in the amount of \$14,000 for a grant awarded by the NM State ENMRD to be expended on Personal Protection Equipment (PPE), Flootation Pumps and the production of a fire prevention video on Open Burning. An increase to the Tesuque Fire District Fund (244) in the amount of \$15,196 to be expended on two Thermal Imaging Cameras, and an increase to the Galisteo Fire District Fund (244) in the amount of \$30,640 to be expended on two Thermal Imaging Cameras/four Gas Meters/Personal Protective Equipment (PPE). The Tesuque and Galisteo Grants were awarded through the New Mexico Fire Protection Grant Council. The total of all grant awards is \$59,836 to be expended in FY-2014.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
50-03	Production of a fire prevention video on open burning.	7,556
80-99	Flootation Pumps and Thermal Imaging Cameras	46,801

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X

**SANTA FE COUNTY**  
**RESOLUTION 2014 - \_\_\_\_\_**

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Donna Morris Dept/Div: Fire Department Administration Phone No.: 992-3082

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES        NO   X    
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES   X   NO         
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

**New Mexico Fire Protection Grant Council and State of New Mexico ENMRD Forestry Division.**

- c) Is this request a result of Commission action? YES        NO   X    
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.

The Various Fire Districts will utilize their (209) Fire Fund available cash for the grant match.

**SANTA FE COUNTY**  
**RESOLUTION 2014 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 25th Day of February, 2014.

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Daniel W. Mayfield, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

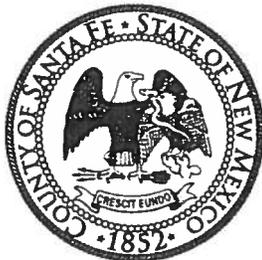




Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathleen Holian  
Commissioner, District 4

Elizabeth Stefanics  
Commissioner District 5

Katherine Miller  
County Manager

## Memorandum

**To:** Santa Fe County Board of County Commissioners

**Through:** Katherine Miller, County Manager *KM 2.13.14*  
Rachel O'Connor, Director, Community Services Department

**From:** Lupe Sanchez, Coordinator, DWI Program

**Date:** January 20, 2014

**Subject:** Resolution Authorizing The County Manager to Submit A Grant and Distribution Funding Application and Related Documents For DWI Prevention In Santa Fe County For Fiscal Year 2015 To The New Mexico Department Of Finance And Administration

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### Issue:

The Resolution authorizes the County Manager to submit an application to the Department of Finance and Administration, Local Government Division, to participate in the Local DWI Detoxification Grant Program and the Local DWI Grant and Distribution Program.

### Background:

Local DWI (LDWI) funds provide the bulk of the funding for the Santa Fe County DWI Program. These funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). Each year, Santa Fe County will be required to submit applications to DFA detailing how these funds will be utilized. These applications are for FY2015, with projected dollar amounts of \$300,000.00 for the Local DWI Detoxification Grant Program and \$1,184,319.10 for the Local DWI Grant and Distribution Program.

County staff developed the applications and incorporated suggestions from staff and the DWI Planning Council. This Resolution was endorsed by the DWI Planning Council.



**Staff Recommendation:**

The Santa Fe County DWI Planning Council recommends the approval of this Resolution. Staff supports this recommendation.

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102 Grant Avenue, P.O. Box 276, Santa Fe, New Mexico 87504-0276, 505-986-6200, FAX: 505-995-2740 [www.santafecounty.org](http://www.santafecounty.org)



# **SANTA FE COUNTY**

## **Resolution No. 2014 -**

### **A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO SUBMIT A GRANT AND DISTRIBUTION FUNDING APPLICATION AND RELATED DOCUMENTS FOR DWI PREVENTION IN SANTA FE COUNTY FOR FISCAL YEAR 2014 TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION**

**WHEREAS**, the New Mexico Legislature enacted NMSA 1978, Sections 11-6A-1 through 11-6A-6 (1993, as amended) to address the serious problems of Driving While Intoxicated in the State; and

**WHEREAS**, a program has been established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of domestic abuse related to DWI, DWI, alcoholism and alcohol abuse;

**WHEREAS**, the Santa Fe County DWI Planning Council supports submission of applications seeking grant and distribution funding; and

**WHEREAS**, Santa Fe County annually submits applications, along with participating agencies, to the Department of Finance and Administration (DFA) for funding under the Local DWI Grant and Distribution Program;

**WHEREAS**, the application must be accompanied by a resolution authorizing Santa Fe County to execute and submit the application;

**WHEREAS**, the application must be accompanied by a Local DWI Grant and Distribution Program Statement of Assurances, a draft copy of which was provided to the Board of County Commissioners (BCC) for review at the time of approval of this Resolution;

**WHEREAS**, the County must enter into a Memorandum of Understanding Between Santa Fe County and the New Mexico Department of Finance and Administration for Fiscal Year 2014 for the DWI and Detoxification Programs, a draft copy of which was provided to the BCC at the time of approval of this Resolution;

**WHEREAS**, there are being prepared for submission to DFA, two applications completed in conjunction with participating agencies, including a request for \$300,000 for detoxification services and a request for \$1,184,319.10 for the Santa Fe County DWI program for the Santa Fe County DWI Program to provide adolescent prevention services, to increase law enforcement efforts, to provide screening and compliance monitoring for DWI offenders, and to increase public awareness to Santa Fe county, drafts of which have been provided to the BCC for review;

**WHEREAS**, the Department of Health requires the Board of County Commissioners to execute documents titled Assurances and Cooperative Agreements for each of the two grants, which documents have been provided to the BCC; and

**WHEREAS**, the Board desires to Authorize the County Manager to execute the applications, Statement of Assurances and Memorandums of Understanding, and Department of Health Assurances and Cooperative Agreements, and to submit those documents along with this resolution to DFA.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

The County Manager is hereby authorized to

1. Execute and submit to DFA the DWI Alcohol Detoxification Application in the amount of \$300,000 to provide detoxification services to Santa Fe County;
2. Execute and submit to DFA the Local DWI Distribution/Grant Application in the amount of \$1,184,319.10 for the Santa Fe County DWI Program to provide adolescent prevention services, to increase law enforcement efforts, to provide screening and compliance monitoring for DWI offenders, and to increase public awareness to Santa Fe county;
3. Execute and submit to DFA the Local DWI Grant and Distribution Program Statement of Assurances;
4. Execute and submit to DFA the Memorandum of Understanding Between Santa Fe County and the New Mexico Department of Finance and Administration for Fiscal Year 2015 for both the DWI Distribution Grant and Detoxification Programs.
5. Execute and submit to DFA the DOH Assurances and Cooperative Agreements Between Santa Fe County and the New Mexico Department of Health for Fiscal Year 2015 for both the DWI Distribution/Grant and Detoxification Programs.

APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Daniel Mayfield, Chair

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

\_\_\_\_\_  
Stephen C. Ross, County Attorney

**STATEMENT OF ASSURANCES**  
**Local DWI Grant and Distribution Program**  
**Project Year 15: July 1, 2014 – June 30, 2015**

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (if any) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, with the exception of Home Ruled Governments, and submission of all related procurement documents to the Local Government Division for administrative review and approval, prior to execution, including, but not limited to: requests for professional services (RFPs); advertisements; minutes of pertinent meetings; contract selection and award criteria. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include with each quarterly narrative progress report the Grant Fund Agreement Exhibit F, The Local DWI Distribution Program Financial Status Report. Grant programs will include with each quarterly narrative progress report the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall contain narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.

6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital outlay** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall specify all capital outlay expenditures. **The ten percent cap for capital outlay does not exist with detoxification funding grants.**
  7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter narrative and fiscal reports for the fiscal year due the 15<sup>th</sup> of July; required screening, treatment, and compliance monitoring protocols; required evaluation plans; required fiscal reports; required screening and tracking managerial data reports; and required annual reports.
  8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options for treatment and will not be *mandated* to treatment with the same agency that does the screening.
  9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
  10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
  11. Grant program under runs revert to the Local DWI Grant Fund.
  12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
  13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
  14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant
-

will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

---

County Commission Chairperson (or Municipal Mayor)

(Please Type)

---

Signature

---

Date



## MEMORANDUM OF UNDERSTANDING

The County/City of \_\_\_\_\_ DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Agency") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Agency assures:

1. That Agency is in full compliance with the provisions concerning research activities in Section 2.52 of the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2, including Section 2.16.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Agency acknowledges it is bound by the provisions of the Federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 CFR Part 2.
4. That the Agency shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2.
5. That the Agency is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Agency shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Agency or other parties authorized with client records for those clients provided services through the Local Government

Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Agency that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Wayne Sowell, Director  
Department of Finance & Administration  
Local Government Division  
DWI Program  
Bataan Memorial Building, Suite 203  
Santa Fe, New Mexico 87501

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date

## DOH ASSURANCES AND COOPERATIVE AGREEMENT

The \_\_\_\_\_ County/City DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and DFA:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in Section 2.52 of Federal confidentiality regulations, 42 CFR Part 2, including:
  - a. That a research protocol is maintained in accordance with the security requirements of § 2.16 of 42 CFR Part 2; and
  - b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and
  - c. That the Epidemiology and Response Division has provided a satisfactory written statement that a group of three or more individuals who are independent of the research project has reviewed the protocol and determined that:
    - (i) The rights and welfare of clients will be adequately protected; and
    - (ii) The risks in disclosing client identifying information are outweighed by the potential benefits of the research.
2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Epidemiology and Response Division is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2: and
3. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

The Program:

1. Agrees to allow the Epidemiology and Response Division access to client records from the web based client screening and tracking system for those clients provided services through the Local Government Division DWI Grant

Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2014.

This agreement will expire on June 30, 2015.

---

Michael Landen, MD, MPH,  
State Epidemiologist and  
Director Epidemiology and Response Division  
New Mexico Department of Health  
Harold Runnels Building  
1190 St. Francis Drive  
Santa Fe, NM 87502

---

County Manager or other  
authorized official





Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: *January 22, 2014*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager* 

FROM: *Adam Leigland, Public Works Director*

ITEM AND ISSUE: *BCC Meeting February 25, 2014*

**A RESOLUTION AMENDING THE SANTA FE COUNTY ROAD MAP AND  
CERTIFYING A REPORT OF THE PUBLIC ROADS IN SANTA FE COUNTY**

---

### BACKGROUND AND SUMMARY:

Annually the County is required to update the County Road Map and submit a certification to the New Mexico Department of Transportation by April 1<sup>st</sup> of each year.

The adjustments to the County Road Map are listed below, with the revised list of the roads attached.

### CORRECTIONS:

<i>Juego Place in Eldorado previously not included on road certification</i>	<i>+0.07 mile</i>
<i>Manzano Court in Eldorado previously not included on road certification</i>	<i>+0.07 mile</i>
<i>CR 84 correct distance is 4.4 miles instead of 4.52 miles due to NMDOT ROW</i>	<i>-0.12 mile</i>
<i>Gun Barrel Road correct distance is 0.32 mile instead of 0.35 mile due to NMDOT ROW</i>	<i>-0.03 mile</i>

*Two Trails Road correct distance is 0.89 Mile instead of 0.94 mile*

*-0.05 mile*

*Total -0.06 miles*

**ACTION REQUESTED:**

The Public Works Department requests approval of the adjustments and attached resolution amending and certifying the 2014 Santa Fe County Road Map. With the above amendments, the county currently maintains **580.14** miles.

Exhibit "A"

CORRECTIONS:

<i>Juego Place in Eldorado previously not included on Road Certification</i>	<i>+0.07 mile</i>
<i>Manzano Court in Eldorado previously not included on Road Certification</i>	<i>+0.07 mile</i>
<i>CR 84 correct distance is 4.4 miles instead of 4.52 miles due to NMDOT ROW</i>	<i>-0.12 mile</i>
<i>Gun Barrel Road correct distance is 0.32 mile instead of 0.35 mile due to NMDOT ROW</i>	<i>-0.03 mile</i>
<i>Two Trails Road correct distance is 0.89 Mile instead of 0.94 mile</i>	<i>-0.05 mile</i>
	<i>Total -0.06 mile</i>

ACTION REQUESTED:

The Public Works Department requests approval of the adjustments and attached resolution amending and certifying the 2014 Santa Fe County Road Map. With the above amendments, the county currently maintains **580.14** miles.

SANTA FE COUNTY

RESOLUTION NO. 2014-

---

A RESOLUTION AMENDING THE SANTA FE COUNTY ROAD MAP  
AND CERTIFYING A REPORT OF THE PUBLIC ROADS  
IN SANTA FE COUNTY

---

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.3 (1988), the Board of County Commissioners of Santa Fe County is required to update the Santa Fe County Road Map on an annual basis; and

WHEREAS, the Board of County Commissioners of Santa Fe County has amended the Santa Fe County Road Map as set forth in Exhibit "A", attached hereto; and

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.3 (1988), the Board of County Commissioners of Santa Fe County must certify a report of the public roads maintained in Santa Fe County and the certified report of the public roads properly identified is set forth in Exhibit "B", attached hereto; and

WHEREAS, the Board of County Commissioners of Santa Fe County must submit the certified report to the New Mexico Department of Transportation by April 1st of each year.

NOW THEREFORE BE IT RESOLVED, that the Santa Fe County Road Map has been amended and certified according to the additions, deletions and adjustments as set forth in Exhibit "A" attached hereto, and that Santa Fe County hereby recognizes and maintains 580.14 miles of County Roads, as set forth in Exhibit "B".

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of February 2014.

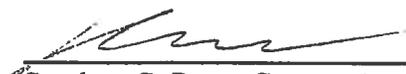
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Daniel W. Mayfield, Chairperson

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen C. Ross, County Attorney

# **EXHIBIT B**

## **SANTA FE COUNTY ROADS**

### **MAINTENANCE DISTRICT I**

<b>TOTAL SUBDIVISION ROADS</b>	4.88 miles
total asphalt	0.47 miles
total base course	4.41 miles
total chipseal	0.00 miles
total gravel	0.00 miles
total dirt	0.00 miles
<b>TOTAL OTHER ROADS</b>	79.65 miles
total asphalt	42.97 miles
total base course	6.45 miles
total chipseal	6.30 miles
total gravel	0.00 miles
total dirt	21.20 miles
total cold millings	2.73 miles

### **MAINTENANCE DISTRICT II**

<b>TOTAL SUBDIVISION ROADS</b>	58.59 miles
total asphalt	17.02 miles
total basecourse	19.29 miles
total chipseal	19.29 miles
total gravel	0.00 miles
total dirt	14.05 miles
total cold millings	4.18 miles
<b>TOTAL OTHER ROADS</b>	115.54 miles
total asphalt	58.36 miles
total basecourse	9.49 miles
total chipseal	7.08 miles
total gravel	1.38 miles
total dirt	36.16 miles
stabilized dirt	0.00 miles
total cold millings	3.07 miles

### **MAINTENANCE DISTRICT III**

<b>TOTAL SUBDIVISION ROADS</b>	19.27 miles
total asphalt	0.00 miles
total basecourse	4.90 miles
total chipseal	2.03 miles
total gravel	0.00 miles
total dirt	12.34 miles
total cold millings	0.00 miles
<b>TOTAL OTHER ROADS</b>	69.34 miles
total asphalt	27.60 miles
total basecourse	3.25 miles
total chipseal	6.11 miles
total gravel	0.00 miles
total dirt	30.98 miles
stabilized dirt	0.00 miles

# **EXHIBIT B**

## **SANTA FE COUNTY ROADS**

### **MAINTENANCE DISTRICT IV**

<b>TOTAL SUBDIVISION ROADS</b>	79.98 miles
total asphalt	20.89 miles
total basecourse	53.88 miles
total chipseal	5.21 miles
total gravel	0.00 miles
total dirt	0.00 miles
total cold millings	0.00 miles
<b>TOTAL OTHER ROADS</b>	0.00 miles
total asphalt	0.00 miles
total basecourse	0.00 miles
total chipseal	0.00 miles
total gravel	0.00 miles
total dirt	0.00 miles
stabilized dirt	0.00 miles
total cold millings	0.00 miles

### **MAINTENANCE DISTRICT V**

<b>TOTAL SUBDIVISION ROADS</b>	11.36 miles
total asphalt	0.00 miles
total base course	5.88 miles
total gravel	1.31 miles
total dirt	3.44 miles
total chipseal	0.73 miles
<b>TOTAL OTHER ROADS</b>	141.53 miles
total asphalt	8.64 miles
total base course	4.21 miles
total chipseal	26.15 miles
total cold millings	0.65 miles
total dirt	101.88 miles

**Santa Fe County TOTAL**      580.14 miles

## EXHIBIT B

### SANTA FE COUNTY SUMMARY OF TOTAL ROADS

<b>TOTAL SUBDIVISION ROADS</b>	<b>174.08</b> miles
total asphalt	38.38 miles
total basecourse	73.12 miles
total chipseal	27.26 miles
total dirt	29.83 miles
total gravel	1.31 miles
total cold millings	4.18 miles
<b>TOTAL OTHER ROADS</b>	<b>406.06</b> miles
total asphalt	137.57 miles
total basecourse	23.40 miles
total chipseal	45.64 miles
total gravel	1.38 miles
total cold millings	7.85 miles
stabilized dirt	0.00 miles
total dirt	190.22 miles
<b>TOTAL MAINTAINED ROADS</b>	<b>580.14</b> miles

FEBRUARY 2014

# SANTA FE COUNTY ROADS MAINTENANCE DISTRICT I

## COUNTY MAINTAINED ROUTE DESCRIPTION

For Annual Certified County Maintained Mileage Report  
DISTRICT I  
YEAR 2014

SANTA FE COUNTY

MAINTENANCE DISTRICT I ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Platt Subdivision</i>								
Platt Court		Arroyo Alamo West	Dead End	0.07	16	basecourse		1,2
			total miles	0.04	16	asphalt		13
				0.11				
<i>Public Housing-Santa Cruz</i>								
Camino De Quintana		Camino De Roberto	Dead End	0.29	37	asphalt		1,13
Camino De Roberto		Espanola City Boundary	Dead End	0.14	30	asphalt		1,13
			total miles	0.43				
<i>Vista Redonda Subdivision</i>								
Vista Redonda	76B	SR 592 MP 3.15	Dead End	1.41	26	basecourse		2,4
Vista Hermosa		Vista Redonda	Dead End	0.50	24	basecourse		17
Hermosa Lane		Vista Hermosa	Dead End	0.10	30	basecourse		17
Paseo Encantado East		Vista Redonda	Dead End	1.03	20	basecourse		17
Paseo Encantado West		Vista Redonda	Dead End	1.12	26	basecourse		17
Entrada Corta		E Paseo Encantado	Dead End	0.18	14	basecourse		17
			total miles	4.34				
<i>Other Roads</i>								
Jacona Transfer Station		NM 502	Transfer Station	0.90	18	dir		1,2,15
Nambe Transfer Station		NM 503	Transfer Station	0.27	18	cold millings		1,2,14
Camino de Paz		NM 76	dead end	0.49	14 to 18	dir		
Tesuque Transfer Station		NM 592 MP 0.52	Transfer Station	0.08	14	dir		3,4,18
Big Tesuque Canyon	72A	CR 73A	Dead End	0.54	18	basecourse		4,18
Camino Migue!	72B	CR 73A	Private Road	0.13	14	dir		3,4,18
Griego Hill	72C	CR 72D	Corte Corazon	0.30	18	asphalt		3,4,18
Arroyo Griego Road	72D	CR 73A	Private Road	0.29	12 to 16	dir		3,4,18
	72H	CR 73A	CR 72B	0.10	14	dir		3,4,18
Old Coach Road	72-I	CR 73	Dead End	0.22	18	dir		3,4,18
Tesuque Village Road	73	US 285 S	US 285 N (loop)	3.10	25	asphalt		3,4,18



**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT I**



MAINTENANCE DISTRICT I ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
Other Roads								
Bishops Lodge Road	73A	City Limits	CR 73	3.07	20	asphalt		4,18
	74	SR 592	Arroyo	1.06	20	chipseal		4,18
	74	Arroyo	Camino Tres Cruces	0.71	20	asphalt		4,18
	74	Camino Tres Cruces	Pacheco Meadow Ln	0.19	14	dirt		4,18
Pacheco Canyon Road	76	SR 592 MP 3.38	Forest Boundary - FS 102	1.42	26	dirt		4,17
Camino Chupadero	78	SR 592	Don Filomeno	1.02	15 to 18	asphalt		4,17
Rio En Medio Road	78B	End of SR 592	Private Road	0.74	14	asphalt		4,17
	84	Grazing Elk Dr	San Ildefonso Pueblo 401	4.40	21	asphalt		1,15
				1.30	20	basecourse		1,15
	84A	CR 101D	Dead End	0.49	25	dirt		1,15
Agoyo Po	84B	CR 84	San Ildefonso Pueblo	0.84	19	basecourse		1,15
	84C	San Ildefonso Pueblo	Dead End	1.57	21	dirt		1,15
				1.60	21	basecourse		1,15
	84D	SR 502	CR 84C	1.87	15	dirt		1,15
				0.32	15	basecourse		1,15
Camino Del Rincon	84E	0.5 mi. from NM 503, or	Dead End	1.93	24	asphalt		1,16
Aveh P'oe	84F	CR 113A	Nambe Pueblo NP 101	1.16	20	dirt		1,16
				0.04	20	asphalt		1,16
Povi P'in P'oe	84G	CR 113A	Nambe Pueblo NP 101	0.50	20	asphalt		1,16
				0.42	20	dirt		1,16
Grazing Elk Dr	84J	CR 84	CR 103	0.43	24	asphalt		1,16
Old Puebloito Road	84J	US 84/285	Old Puebloito Road (Pueblo Rd)	0.42	14	asphalt		1,16
El Callejoncito Road	84J	Old Puebloito Road (Pueblo Rd)	CR 109South	0.49	14	dirt		1,16
Camino Iglesia	84K	CR 84	Dead End	0.26	16	dirt		1,15
Arroyo Seco Circle	86	US 285	US 285 loop	0.82	22	asphalt		1,13
Wheat Street	86A	CR 86	Dead End	0.31	20	asphalt		1,13
Gun Barrel Road	86B	0.03 Mi. N. of Frontage Road	CR 86A	0.32	20	asphalt		1,13
La Puebla Road	88	0.14 Mile East of US 84/285	SR 76	2.66	29	asphalt		1,13
Firehouse Road	88A	CR 88	CR 88 D	0.36	24	asphalt		1,13
El Sitio Road	88A	CR 88	CR 88	0.85	26	asphalt		1,13

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT I**



MAINTENANCE DISTRICT I ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Other Roads</i>								
Rio Vista Run	88B	CR 88D	Private Road	0.55	18	asphalt		1,13
Loma Vista Road	88C	CR88D	Montoyas Snake Dr.	0.54	18	chipseal		1,13
Placita Road	88C	Montoyas Snake Dr.	Dead End	0.17	18	asphalt		1,13
Placita Road	88D	SR 76	Arroyo Alamo East	0.77	16	asphalt		1,13
Arroyo Alamo East				0.47	16	chipseal		1,13
Arroyo Alamo West		Placita Road	La Puebla Road	0.39	18	cold millings		1,13
Arroyo Alamo East		La Puebla Road	Arroyo Alamo	0.36	16	asphalt		1,13
Arroyo Alamo East	88E	CR 88D Placita Road	Peaks View Lane	0.22	16	dirt		1,13
Barbons Loop	88F	CR 88	CR 88	0.39	16	cold millings		1,13
Lower Firehouse Road	88G	CR 88	CR 88D	0.43	18	cold millings		1,13
Feather Catcher	89	CR 89B	Private Roads	0.64	16	asphalt		1,13
Bronze Sky	89A	CR 89D	CR 89E	0.19	20	asphalt		1,16
Feather Catcher	89B	US 285	CR 89	0.83	20	basecourse		1,16
Camino Catalina	89C	CR 89E	CR 89	0.20	18	asphalt		1,16
Sunlight View	89D	US 285 Frontage	US 285 Frontage	0.36	18	asphalt		1,16
Feather Road	89E	CR 89A	Dead End	0.18	22	asphalt		1,16
E. Sombrillo Road	90	CR 89A	CR 89B	0.54	32	asphalt		1,16
W. Sombrillo Road	90	SR 106	Private Road	0.50	20	dirt		1,16
Shady Lane	90A	SR 106	Dead End	0.75	20	asphalt		1,16
Lumbre del Sol	90B	CR 90	CR 90	0.33	22	asphalt		1,13
Camino Arroyo Seco	91	US 285	Dead End	0.38	22	chipseal		1,13
Boneyard Road	91A	CR 91	Private Road	0.44	21	asphalt		1,13
Old Dump Road	91B	CR 91A	Dead End	0.40	21	asphalt		1,13
Sueno de Vigil	91C	US 285	Sueno de Vigil (loop)	0.40	18	cold millings		1,13
Walnut Drive	91D	CR 90	Walnut Circle	0.15	21	cold millings		1,13
Walnut Circle	91E	CR 91D	CR 91D (loop)	0.18	21	dirt		1,13
				0.57	20	asphalt		1,13
				0.25	16	cold millings		1,13
				0.44	20	chipseal		1,13
				0.18	19	asphalt		1,13
				0.42	19	asphalt		1,13

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT I**

**EXHIBIT**

MAINTENANCE DISTRICT I ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<b>Other Roads</b>								
Walnut Loop	91E	CR 91D	CR 91D (loop)	0.26	18		asphalt	1,13
Santa Cruz Dam Road	92	CR 98	Santa Cruz Dam Splwy	0.80	14		dirt	1,14
Los Vecinos/Plaza Del Cerro	92A	CR 94	CR 98	0.35	14		chipseal	1,14
Camino De Los Bacas	92A	CR 94E	Dead End	0.27	14		chipseal	1,14
				0.12	14		basecourse	1,14
Canada Ancha	94	SR 76	CR 94A	0.49	18		asphalt	1,14
				0.41	14		chipseal	1,14
El Potrero Road	94A	CR 98	CR 94	0.39	14		basecourse	1,14
				0.31	14		chipseal	1,14
				0.05	14		asphalt	1,14
Camino de los Ranchos	94B	CR 94A	RAC 1444 & Private Road	0.51	12		basecourse	1,14
				0.35	17		asphalt	1,14
				0.22	17		cold millings	1,14
Santuario Drive	94C	CR 98	CR 98	0.26	14		asphalt	1,14
Plaza del Cerro	94D	CR 94	CR 92A	0.35	10		dirt	1,14
Camino de Mision	94E	CR 98	CR 92A	0.36	16		asphalt	1,14
Juan Medina Road	98	SR 503	SR 76	3.60	22		asphalt	1,14
Santa Cruz Lake Road	98A	SR 503	Santa Cruz Lake	1.52	18		chipseal	2,14
Dry Creek Road	101B	SR 502	CR 84	0.51	20		dirt	1,15
Camino Ancon	101C	SR 502	CR 84	0.40	21		dirt	1,15
				0.05	21		asphalt	1,15
Evergreen Lane	101D	SR 502	CR 84C	1.09	25		asphalt	1,15
	101E	SR 502	CR 84	0.45	25		asphalt	1,15
Jacona Road	101G	SR 502	CR 84	0.34	15		dirt	1,15
Camino Cerrado	103	US 285	Dead End	0.75	20		asphalt	1,16
Bouquet Lane	105	SR 503	US 285	0.67	16		dirt	1,16
Kwanpo Poe	106	CR 117	Dead End	0.48	16		dirt	1,16
N Shining Sun	109	SR 503	US 285	1.10	18		asphalt	1,16
Old Callejon Road	109	CR 84E	SR 503	0.41	15		dirt	1,16
Sarma Lane	109A	SR 503	Dead End	0.30	24		dirt	1,16

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT I**



MAINTENANCE DISTRICT I ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
Other Roads								
Thankohay P'oe	113	SR 503	Dead End	0.05	24	asphalt	asphalt	1,16
Kaa Tay P'oe	113S	CR 113A	CR 84E	2.26	21	asphalt	asphalt	1,16
Summer Road	113A	SR 503	CR 84G	0.47	20	asphalt	asphalt	1,16
Loma Blanca	113B	CR 113	CR 113 (loop)	0.83	18	asphalt	asphalt	1,16
				0.30	20	chipseal	chipseal	1,16
				0.40	20	dirt	dirt	1,16
Don Bernardo	115	SR 503	Arroyo	0.35	20	asphalt	asphalt	1,16
	115	Arroyo	Dead End	0.17	20	dirt	dirt	1,16
CR 117 North	117	CR 119 North	Private Roads	0.34	20	dirt	dirt	1,16
Arroyo Nambé	117S	CR 119 North	CR 106	0.57	14	dirt	dirt	1,16
Camino Los Gardunos	117S	CR 84E	CR 106	0.30	14	dirt	dirt	1,16
Thanpi Tside P'oe	119N	SR 503	CR 84G	0.50	16	asphalt	asphalt	1,16
Osaapuu P'oe	119S	CR 84G	Nambe Pueblo NP 102W	0.54	18	asphalt	asphalt	1,16
				0.08	18	dirt	dirt	1,16
Cerro Pinon	123	SR 503	Private Gate	4.10	16	dirt	dirt	2,14
Camino del Molino	127	SR 503	Dead End	0.15	10	asphalt	asphalt	2,14
Camino de los Vigils	129	CR 94	Dead End	0.23	10	cold millings	cold millings	1,14
Camino de Avaajo	131	SR 503	Dead End	0.30	13	chipseal	chipseal	2,14
			<b>total miles</b>	<b>79.65</b>				
			<b>TOTAL SUBDIVISION ROADS</b>	<b>4.88</b>				
			total asphalt	0.47				
			total base course	4.41				
			total chipseal	0.00				
			total gravel	0.00				
			total dirt	0.00				
			<b>TOTAL OTHER ROADS</b>	<b>79.65</b>				
			total asphalt	42.97				
			total base course	6.45				
			total chipseal	6.30				
			total gravel	0.00				
			total dirt	21.20				
			total cold millings	2.73				

# SANTA FE COUNTY ROADS MAINTENANCE DISTRICT II

## COUNTY MAINTAINED ROUTE DESCRIPTION

For Annual Certified County Maintained Mileage Report

DISTRICT II  
YEAR 2014

SANTA FE COUNTY

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE <i>type</i>	Map Page
<b>Capling Subdivision</b>							
Erica Road		W Frontage Rd I-25	Dead End	0.43	22	dirt	5
Camino Debra		W Frontage Rd I-25	Dead End	0.20	22	dirt	21
			<b>total miles</b>	<b>0.63</b>			
<b>Carlson Subdivision</b>							
Eliza Road		Louis Rd	Carlson Road	0.12	18	cold millings	21
Louis Road	50B	E Frontage Rd I-25	Eliza Road	0.25	18	cold millings	21
Josephine Road		Louis Road	Carlson Road	0.12	20	cold millings	21
Emily Road		Josephine	Dead End	0.36	19	cold millings	21
Carlson Road		Emily Road	Eliza Road	0.32	18	cold millings	21
Otto Road		E Frontage Rd I-25	Emily Road	0.05	24	cold millings	21
			<b>total miles</b>	<b>1.22</b>			
<b>Country Club Estates</b>							
Fairly Road		Airport Road SR 284	Dead End	0.28	35	asphalt	5
Calle de Vencejo		Fairly Road	Dead End	0.31	35	asphalt	20
Calle Zanate		Country Club Rd CR 61	Dead End	0.26	35	asphalt	20
Calle Chupa Rosa		Calle Zanate	Calle de Vencejo	0.14	35	asphalt	20
Calle Tangara		Calle Zanate	Calle de Vencejo	0.16	35	asphalt	20
			<b>total miles</b>	<b>1.15</b>			
<b>Hyde Park Subdivision</b>							
Camino Lisa		Paseo Primero	Dead End	0.13	16	asphalt	4
El Paseo		Paseo del Monte	Paseo del Monte	0.32	16 to 18	asphalt	18
La Entrada		SR 475	Paseo Primero	0.08	20	asphalt	18
Paseo del Monte		Paseo Primero	Paseo Primero (loop)	0.88	18	asphalt	18
Paseo Iglesias		Paseo del Monte	Paseo del Monte (loop)	0.20	17 to 18	asphalt	18
Paseo Ponderosa		Paseo del Monte	Paseo del Monte (loop)	0.37	16	asphalt	18



**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**

**EXHIBIT**

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Hyde Park Subdivision</i>								
Paseo Primero		La Entrada	Private Gate	0.15	16	asphalt		18
Paseo Primero		La Entrada	Paseo del Monte	0.54	23	asphalt		18
Paseo Primero		Paseo del Monte	Private Drive	0.20	15	asphalt		18
			<b>total miles</b>	<b>2.87</b>				
<i>Jimenez Subdivision</i>								
Morning Drive		Agua Fria	Dead End	0.61	20	asphalt		5, 20
Morning Street		Morning Drive	Dead End	0.03	20	asphalt		5, 20
Morning Lane		Morning Drive	Dead End	0.03	20	asphalt		5, 20
			<b>total miles</b>	<b>0.67</b>				
<i>La Tierra Subdivision</i>								
Camino Montuoso		Paseo de la Tierra	Dead End	0.69	16	chipseal		19
Estrada Calabasa East		Paseo de la Tierra	Estrada Redonda	1.00	19	chipseal		19
Estrada Calabasa West		Paseo de la Tierra	0.22 Mi. from Paseo de La Tierra	0.22	19	asphalt		19
Estrada Maya		Estrada Redonda	Dead End	0.89	14 to 18	chipseal		19
Estrada Redonda		Estrada Calabasa	Estrada Calabasa (loop)	1.71	16	chipseal		19
Paseo de la Tierra		Camino la Tierra	Camino Montuoso	2.32	13	chipseal		19
Vuelta Chamisa		Paseo de la Tierra	Dead End	0.29	13.5	chipseal		19
Vuelta Herradura, N & S		Estrada Redonda	Dead End	0.65	20	chipseal		19
Vuelta Linda		Estrada Redonda	Dead End	0.20	18	chipseal		19
Vuelta Montuoso		Vuelta Susana	Dead End	0.35	16	chipseal		19
Vuelta Muerdago		Camino Montuoso	Dead End	0.38	20	chipseal		19
Vuelta Rosal		Estrada Redonda	Dead End	0.20	20	chipseal		19
Vuelta Sabio		Paseo de la Tierra	Dead End	0.27	15	chipseal		19
Vuelta Susana		Paseo de la Tierra	Dead End	0.46	18	chipseal		19
Vuelta Tomas		Paseo de la Tierra	Dead End	0.48	19	chipseal		19
Vuelta Yucca		Estrada Redonda	Dead End	0.30	13	chipseal		19
			<b>total miles</b>	<b>10.41</b>				
<i>Mayfield Subdivision</i>								
Cerro Del Alamo		Los Pinos Rd-CR 54	Sunset Rd	0.22	18	asphalt		5,21
				0.38	18	dirt		5,21

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**



MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Map Page
<i>Mayfield Subdivision</i>		County Rd 54	Cerro del Alamo	0.57	21	asphalt	21
			<b>total miles</b>	<b>1.17</b>			
<i>Pinon Hills Subdivision</i>							5
Calle Carla		Sloman Lane	Calle Enrique	0.40	22	cold millings	20
Calle Carla		Calle Enrique	Calle Suzanna	0.30	18	dirt	20
Calle Suzanna		Calle Carla	Calle Estevan	0.56	18	dirt	20
Calle Estevan		Calle Suzanna	Calle Francisca	0.81	18	dirt	20
Calle Enrique		Calle Carla	Calle Francisca	0.78	18	chipseal	20
Calle Francisca		Calle Estevan	Dead End	1.07	18	basecourse	20
Sloman Lane	70A	West Alameda CR70	Dead End	0.14	22	cold millings	20
				0.11	22	asphalt	20
				0.46	20	dirt	20
			<b>total miles</b>	<b>4.63</b>			
<i>Public Housing-Valle Vista</i>							5
Las Lomas Drive		Sierra Place North	San Mateo Way North	0.12	30	asphalt	21
San Mateo Way North		Valle Vista Blvd	Val Verde Drive	0.19	32	asphalt	21
Sierra Place North		Valle Vista Blvd	Val Verde Drive	0.19	32	asphalt	21
Tusa Drive		Sierra Place North	San Mateo Way North	0.12	30	asphalt	21
Val Verde Drive		Sierra Place North	San Mateo Way North	0.12	30	asphalt	21
			<b>total miles</b>	<b>0.74</b>			
<i>Puesta Del Sol Subdivision</i>							5
Calle Sin Sonte		NM 599 Frontage Rd	Camino del Prado	0.30	18	chipseal	20
Entrada	68	NM 599 Frontage Rd	Calle Sin Sonte	0.65	18	basecourse	20
Entrada	68	CR 70 W Alameda CR 68	Dead End	0.35	18	chipseal	20
Camino Peralta			Dead End	0.12	18	asphalt	20
				0.15	18	dirt	20
				0.53	18	chipseal	20
				0.26	18	dirt	20
				0.54	18	basecourse	20
				0.43	18	basecourse	20
				0.37	18	basecourse	20

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**

**EXHIBIT C**

<b>MAINTENANCE DISTRICT II</b>	<b>ROUTE NUMBER</b>	<b>FROM: BEGINNING TERMINI</b>	<b>TO: ENDING TERMINI</b>	<b>MILEAGE LENGTH OF MAINTAINED SECTION</b> <i>miles</i>	<b>TOTAL ROADWAY WIDTH</b> <i>feet</i>	<b>SURFACE</b> <i>type</i>	<b>Map Page</b>
<i>Puesta Del Sol Subdivision</i>							
Camino del Prado		Camino Espejo	Private Road	0.33	18	basecourse	20
			<b>total miles</b>	<b>4.03</b>			
<i>Racetrack Subdivision</i>							<b>5</b>
Camino Mocho		CR 56	Camino Largo	0.15	21	dirt	21
Paseo de San Antonio		CR 56	Dead End	0.16	12	dirt	21
Calle Corto		CR 56	Camino Largo	0.18	21	dirt	21
Camino Largo		CR 56	Calle Corto	0.43	21	dirt	21
Camino Torcido Loop		CR 56	CR 56 (loop)	0.85	17 to 19	dirt	21
			<b>total miles</b>	<b>1.77</b>			
<i>Rancho Alegre Subdivision</i>							<b>7</b>
Rancho Alegre Road		CR 45	Dead End	1.13	21	chipseal	25
				1.45	16 to 20	dirt	25
Miner Trail		Rancho Alegre Road	Dead End	0.17	18	dirt	25
Coyote Trail		Rancho Alegre Road	Dead End	0.70	18	dirt	25
San Marcos Trail		Coyote Trail	Private Road	0.25	18	dirt	25
Gallina Road		Rancho Alegre Road	Dead End	0.53	18	dirt	25
El Cerro Trail		Rancho Alegre Road	Dead End	0.17	18	dirt	25
<i>Rancho Alegre Subdivision</i>							
Bronze Trail		Rancho Alegre Road	Dead End	0.33	18	dirt	25
Bonanza Trail		Rancho Alegre Road	Dead End	0.63	18	dirt	25
Gold Trail		Rancho Alegre Road	Dead End	0.47	18 to 20	dirt	25
Copper Trail		Rancho Alegre Road	Dead End	0.34	18	dirt	25
			<b>total miles</b>	<b>6.17</b>			
<i>Rancho de la Luna Subdivision</i>							<b>5</b>
Florence Road		Mutt Nelson Road	Prince Road	0.19	18.5	dirt	21
Barton		Mutt Nelson Road	Prince Road	0.19	18.5	dirt	21
W Prince Drive		Florence Road	Dead End	0.32	18.5	dirt	21
E Prince Drive		Florence Road	Dead End	0.15	18.5	dirt	21
			<b>total miles</b>	<b>0.85</b>			

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**

**EXHIBIT**

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Map Page
<b>Rancho Viejo Subdivision</b>							
Rancho Viejo Blvd		SR 14	Avenida Del Sur	1.65	24	asphalt	5
Richards Avenue		Avenida Del Sur	A Va Nu Po	1.91	26	asphalt	5
Avenida Del Sur		Richards Avenue	A Va Nu Po	1.45	24	asphalt	5
A Va Nu Po		Avenida Del Sur	Private Road	0.87	24	asphalt	5
			<b>total miles</b>	<b>5.88</b>			
<b>Remuda Ridge Subdivision</b>							
North Chaparral		Calle Prado	Dead End	0.10	22	cold millings	21
Reata Road		W. Frontage Road	Dead End	0.64	22	cold millings	21
Chalan Road		Reata Road	Dead End	0.32	22	cold millings	21
Camino Charro		Reata Road	Dead End	0.22	22	cold millings	21
Calle Prado		Camino Charro	Chalan Road	0.36	22	cold millings	21
South Chaparral		Calle Prado	Dead End	0.10	22	cold millings	21
Chalan Way		Chalan Road	Cottontail	0.05	20	dirt	21
			<b>total miles</b>	<b>1.79</b>			
<b>Taylor Subdivision</b>							
Taylor Loop		I-25 Frontage Rd	I-25 Frontage Rd	0.91	22	asphalt	5
Taylor Road		I-25 Frontage Rd	Taylor Loop	0.34	22	asphalt	21
			<b>total miles</b>	<b>1.25</b>			
<b>Tierra de Oro Subdivision</b>							
Blue Jay Drive		Camino la Tierra	West Wild Flower Dr.	0.42	24	chipseal	19
Cosmo Circle		Camino la Tierra	Dead End	0.15	24	chipseal	19
Dogwood Circle		East Wildflower Dr.	Dead End	0.17	18	chipseal	18
East Wildflower Drive		Camino la Tierra	Dead End	0.78	16 to 25	chipseal	18
West Wildflower Drive		Camino la Tierra	Dead End	0.45	23	chipseal	19
Elk Circle		Blue Jay Drive	Dead End	0.16	24	chipseal	19
Foxtail Circle		Blue Jay Drive	Dead End	0.11	18 to 20	chipseal	19
Laurel Circle		North Sparrow Lane	Dead End	0.10	17 to 27	chipseal	19
North Sparrow Lane		West Wildflower Dr.	Dead End	0.22	25	chipseal	19
Sunflower Circle		East Wildflower Dr.	Dead End	0.14	24	chipseal	18
Thistle Lane		East Wildflower Dr.	East Wildflower Dr. (loop)	0.33	24	chipseal	18
			<b>total miles</b>	<b>3.03</b>			

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**



MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<b>Town and Country Subdivision</b>								
Camino Jalisco		Richards Avenue	End of Cold Millings	0.25	20		cold millings	5
Calle VeraCruz		Camino Jalisco	Durango Drive	0.43	20		cold millings	20
Durango Drive		Camino Jalisco	Richards Ave	0.33	22		asphalt	20
			<b>total miles</b>	<b>1.01</b>				
<b>Turquoise Trail Subdivision</b>								
Turquoise Trail Court		SR 14	Dawn Trail	0.22	18		dirt	7
Dawn Trail		Turquoise Trail	Dead End	0.40	18		dirt	25
Arroyo Trail		Dawn Trail	Dead End	0.18	18		dirt	25
			<b>total miles</b>	<b>0.80</b>				
<b>Valle Lindo Subdivision</b>								
Camino Vista Grande	48	SR 14	Corrado	1.00	20		chipseal	5
Camino Bajo	48A	SR 14	Dead End	0.79	20		asphalt	21
Vista del Monte	48B	Avenida Del Sur	Serena Rd	0.09	22		asphalt	21
				0.46	18		basecourse	21
Calle de los Cerros	48D	CR 48A	CR 48B	0.21	18		dirt	21
Calle del Prado	48E	CR 48	Dead End	0.20	16		basecourse	21
Calle Hermosa	48F	CR 48	CR 48A	0.18	12		chipseal	21
			<b>total miles</b>	<b>2.93</b>				
<b>Valle Vista Subdivision</b>								
Valle Vista Blvd		SR 14	Dead End	0.52	30		asphalt	5
Ramada Way East		Valle Vista Blvd.	Sierra Place South	0.36	34		asphalt	21
Ramada Way West		Sierra Place South	Dead End	0.15	34		asphalt	21
San Mateo Way South		Valle Vista Blvd.	Ramada Way West	0.16	30		asphalt	21
Valle Vista Court		San Mateo South	Dead End	0.09	30		asphalt	21
Ramada Court		San Mateo South	Dead End	0.09	34		asphalt	21
San Pedro Way		Sierra Place South	Ramada Way East	0.22	34		asphalt	21
San Mateo Court		Sierra Place South	Dead End	0.07	34		asphalt	21
Sierra Place South		Valle Vista Blvd.	Ramada Way East	0.19	34		asphalt	21
			<b>total miles</b>	<b>1.85</b>				

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**



MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Map Page
<i>Vista Land Subdivision</i>							5
Camino Montoya		CR 56	Calle Debra	0.56	19	chipseal	21
				0.96	19	dirt	21
Calle Lisa		Camino Montoya	Calle Debra	0.24	22	chipseal	21
Calle Debra		Camino Lisa	CR 56	1.00	22	chipseal	21
				0.16	22	asphalt	21
<i>Vista Land Subdivision</i>							
Calle de Juan		Calle Debra	Camino Montoya	0.33	17	dirt	21
Calle de Carlotta		Calle Debra	Camino Montoya	0.33	16	dirt	21
Calle Gary		Calle Debra	Dead End	0.16	16	dirt	21
			<b>total miles</b>	<b>3.74</b>			
<b>Other Roads</b>							
Agua Fria Park Rd		CR 70B	Hammond Road	0.25	20	basecourse	5,20
Avenida Del Sur		SR 14	Vista Del Monte	0.45	20	asphalt	5,20
Caja del Rio Rd		NM 599	Las Campanas	3.71	36	asphalt	5,20
Churchill Rd		Dinosaur Trail	Dead end	0.50	18	asphalt	5,20
College Dr		Richards Ave	Burnt Water Rd	0.32	24	asphalt	5,20
Cottontail Rd		Mutt Nelson Road	Chalan Way	0.30	20	dirt	5,21
E. Pine		CR 44	South Pinon	1.02	22	chipseal	7
El Alto		NM 592	East boundary of SFC property	0.07	12	dirt	17
Fin Del Sendero		Camino La Tierra	Lluvia De Oro	1.20	26	asphalt	3
Lluvia De Oro		Fin Del Sendero	End of Pavement	0.50	26	asphalt	3
Nancy's Trail		Sunrise Road	Sunset Rd	0.76	18	asphalt	5,21
North Paseo De Angel		CR 54	North Paseo De Angel (Loop)	0.23	20	asphalt	5,21
				1.10	20	dirt	5,21
<b>Other Roads</b>							
Pajaro Blanco Road		Corral Blanco CR 50E	Dead End	0.16	18	asphalt	5,21
Siller Road		0.07 Mile North of Agua Fria	W. Alameda St	0.36	22	asphalt	5,20
Spruce		E. Pine	Haozous Rd	0.81	21	dirt	7
South Meadows Road		Agua Fria St	NM 599 Frontage Rd	0.92	22	asphalt	5,20
Sunrise Road		Los Pinos Rd-CR 54	230' Past Desert Sun Circle	0.77	20	asphalt	5,21
Tano Trail		CR 72G	dead end	0.31	10	basecourse	3,4,18

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**



MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type	type	
<b>Other Roads</b>								
Shenandoah Trail	44	SR 14	North Fork	1.34	23	asphalt	asphalt	7,25
Southfork	44	North Fork	Pine Street	1.44	23	asphalt	asphalt	7,25
San Marcos Road East	44A	SR 14	Dead End	1.10	18 to 20	basecourse	basecourse	7,25
Pueblo Road	44B	CR 44A	Dead End	0.44	12 to 14	basecourse	basecourse	7,25
Calvin Road	44C	CR 44A	Dead End	0.38	12 to 14	basecourse	basecourse	7,25
Mesa Road	44D	CR 44A	Dead End	0.43	16 to 18	basecourse	basecourse	7,25
Northfork	44E	CR 44	Cochiti	0.80	22	asphalt	asphalt	7,25
Bonanza Creek Road	45	SR 14	I 25 Frontage Road	6.72	24	asphalt	asphalt	7,25
Mutt Nelson Road	48G	W Frontage Road	Calle Unidad	0.92	22	asphalt	asphalt	5,21
Paseo C de Baca	50	CR 50F	Dead End	1.05	18	basecourse	basecourse	5,21
Camino San Jose	50A	CR 50F	W Frontage Rd	0.89	24	asphalt	asphalt	5,21
Corral Blanco Rd	50E	E Frontage Rd	Dead End	0.73	12 to 14	cold millings	cold millings	5,21
Entrada la Cienega	50F	I - 25	CR 54	0.68	22	asphalt	asphalt	5,21
Las Estrellas Road	52	W Frontage Rd	Private Road	0.53	22	asphalt	asphalt	5,21
Los Pinos Road	54	W Frontage Rd	CR 50F	1.00	24	asphalt	asphalt	5,21
Camino Capilla Vieja	54	CR 50F	Cattleguard	1.82	22	chipseal	chipseal	5,21
Paseo del Canon	54A	CR 56	Dead End	4.46	18	asphalt	asphalt	5,21
CR 54 Cutoff	54B	CR 54	CR 56	0.70	12 to 14	asphalt	asphalt	5,21
			CR 54	1.83	16 to 18	dirt	dirt	5,21
			CR 54A	0.12	24	asphalt	asphalt	5,21
			Gate	0.27	16 to 18	asphalt	asphalt	5,21
Goldmine Road	55	SR 14	Gate	0.68	16 to 18	basecourse	basecourse	5,21
				1.36	22	asphalt	asphalt	7,26
				4.24	22	chipseal	chipseal	7,26
General Goodwin Road	55A	SR 14	55B & 55C Intersection	3.76	20	dirt	dirt	7,26
Old Cash Ranch Road	55B	CR 55A	Private Gate	1.01	20	basecourse	basecourse	7
General Goodwin Road	55C	CR 55A	Private Road	0.39	14	basecourse	basecourse	7
Paseo Real	56	Calle Debra	CR 54	3.41	25	asphalt	asphalt	5,21,20
Agua Fria Street	56A	CR 66	SR 284 Airport Rd	0.40	25	asphalt	asphalt	5,20
				0.31	25	dirt	dirt	5,20

# SANTA FE COUNTY ROADS MAINTENANCE DISTRICT II



MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
Other Roads								
Waldo Canyon Road	56C	CR 56	CR 56D	1.12	22		dirt	5,21
	57	CR 59	I 25 Frontage Road	5.80	18		dirt	7
Main Street		CR 59	Dead End	1.03	26		asphalt	7,26
Rail Road		CR 59	Third Street	0.18	16 to 18		cold millings	26
Waldo Street		Dead End	Dead End	0.15	16 to 18		cold millings	26
Second Street		CR 59B	Rail Road	0.22	16 to 18		cold millings	26
Third Street		CR 59B	Rail Road	0.14	16		cold millings	26
Camino Turquesa	59	CR 59A	Dead End	0.14	16		cold millings	26
Vicksville Road	59	Waldo Canyon Road	Camino Turquesa	1.38	18 to 22		gravel	7,26
First Street	59	Waldo Canyon Road	Dead End	0.16	16 to 18		cold millings	7,26
Vicksville Road	59A	CR 59	Dead End	0.19	22 to 28		basecourse	7,26
Yerba Buena	59B	CR 57	CR 59	1.05	12 to 14		dirt	7,26
River Street	59B	300 ft SE of CR 59	Dead End	0.46	12 to 14		dirt	7,26
Country Club Road	61	SR 284 Airport Rd	Private Road	0.25	16		basecourse	7,26
Jemez Road	61A	SR 284 Airport Rd	Dead End	0.34	34		asphalt	5,20
Alamo Lane	61B	CR 66 Agua Fria Rd	Dead End	0.28	22		asphalt	5,20
Camino de los Lopez - (Lopez Lane)	61D	CR 61E Cam Lopez	SR 284 Airport Rd	0.80	22		asphalt	5,20
La Junta del Alamo	61E	Rufina	CR 66 Agua Fria Rd	0.21	18		basecourse	5,20
N Caja del Oro Grant Road	61F	CR 61E Cam Lopez	CR 66 Agua Fria	0.57	22		asphalt	5,20
Caja Del Oro Grant Road	62	NM 599	Caja Del Rio	0.17	16		dirt	5,20
W Caja Del Oro Grant Road	62	CR 66 Agua Fria	NM 599	2.10	20		dirt	5,20
Mimbres Lane	62	Caja del Rio	FR 24	0.81	28		asphalt	5,20
Rodeo Lane	64A	Rodeo Rd	Private Road	1.22	20		basecourse	5,20
Richards Ave	64B	Rodeo Rd	Dead End	0.10	18		basecourse	5,20
Agua Fria & San Felipe Road	64L	I - 25 South Bound Lanes	Avenida Del Sur	0.20	18		dirt	5,20
San Ysidro Crossing	66	City Limits	SR 284 Airport Rd	1.58	40		asphalt	5,20
West Alameda Street	68A	CR 66 Agua Fria	CR 70 W Alameda	3.68	24		asphalt	5,20
	70	City Limits	Via Abajo	0.64	24		asphalt	5,20
	70	NM 599	CR 70A	2.27	22		asphalt	5,20
				0.50	22		asphalt	5,20

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**

**EXHIBIT**

MAINTENANCE DISTRICT II  ROUTE NAME	ROUTE NUMBER	FROM:  BEGINNING TERMINI	TO:  ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE		Map Page
						<i>type</i>		
<b>Other Roads</b>								
	70	CR 70A	Caja Del Rio	0.22	22		dirt	5,20
	70B	CR 62	W Alameda (frontage road)	0.25	21		dirt	5,20
Camino Carlos Rael	70C	Agua Fria Rd (city)	SF River	0.17	24		asphalt	5,20
Paseo Nopal	77C	Paseo de Vistas	NM 599	1.35	19		cold millings	5,20
Tano Road	72	City Limits (M.P. 0.65)	Private Road	2.57	24		asphalt	3,4,18
Tano Road (Continued)				0.96	12		dirt	3,4,18
Arroyo de las Cuevas	72E	CR 85	Dead End	0.93	18		dirt	3,4,18
Calle San Martin	72F	CR 72 Tano Rd	Dead End	0.63	18		basecourse	3,4,18
San Rafael Drive	72G	CR 72 Tano Rd	Dead End	0.35	16		basecourse	3,4,18
Camino La Tierra	77	NM 599	Old Buckman Road	4.73	27		asphalt	3
Old Buckman Road	77	Camino La Tierra	Rio Grande	10.23	19		dirt	3
Buckman Road	77	City Limits (M.P. 1.36)	Dead End	0.61	26		asphalt	3,4
Camino de los Montoyas	85	City Limits	CR 72 Tano Road	0.75	24		asphalt	3,4,18
Tano Norte	85	CR 72 Tano Rd	Private Road	1.28	14		asphalt	3,4,18
Tano Alto	85A	CR 72 Tano Norte	CR 72 Tano Rd	0.56	16		dirt	3,4,18
Tano West	85A	CR 72 Tano Rd	Camino Bonito	0.83	18		asphalt	3,4,18
San Juan Ranch Road	87	CR 72 Tano Rd	City Limits	0.20	15		dirt	3,4,18
Quail View Lane	104	CR 70 W Alameda	Camino Mcmillin	0.50	21		basecourse	5,20
<b>Lesser County Maintained Roads</b>								
Horcado Ranch Road		0.22 mile from Paseo La Tierra	Camino Del Cerezo	3.73	14		dirt	19
			<b>total miles</b>	<b>174.13</b>				

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT II**

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Map Page
			<b>TOTAL SUBDIVISION ROADS</b>	<b>58.59</b>			
			total asphalt	17.02			
			total basecourse	4.05			
			total chipseal	19.29			
			total gravel	0.00			
			total dirt	14.05			
			total cold millings	4.18			
			<b>TOTAL OTHER ROADS</b>	<b>115.54</b>			
			total asphalt	58.36			
			total basecourse	9.49			
			total chipseal	7.08			
			total gravel	1.38			
			total dirt	36.16			
			stabilized dirt	0.00			
			total cold millings	3.07			

**EXHIBIT B**

# SANTA FE COUNTY ROADS MAINTENANCE DISTRICT III

## COUNTY MAINTAINED ROUTE DESCRIPTION

For Annual Certified County Maintained Mileage Report

**DISTRICT III**

YEAR 2014

**SANTA FE COUNTY**

MAINTENANCE DISTRICT III ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE <i>type</i>	Map Page
<i>Cerros Cantando Subdivision</i>							5
Calle Cantando		Rabbit Road	Rabbit Road (loop)	0.64	17	dirt	22
Paseo de Rincon		Rabbit Road	Calle Cantando	0.25	17	dirt	22
			total miles	0.89			
<i>Galisteo Village</i>							8
La Otra Vanda		Via La Puente	Avenida Vieja	0.11	18	basecourse	27
			total miles	0.11			
<i>Glorieta Estates</i>							6
Avenida Ponderosa		Fire Station Road	Private Road	0.70	17	chipseal	24
				0.59	17	basecourse	24
Pop Chalee		Avenida Ponderosa	Raven Tree Road	0.09	17	basecourse	24
Pine Haven Drive		Avenida Ponderosa	Private Road	0.15	15	chipseal	24
Raven Tree Road		Pine Haven Drive	Private Road	0.37	13 to 17	basecourse	24
			total miles	1.90			
<i>Hondo Hills Subdivision</i>							5
Piute Road		Old Las Vegas Hwy	Toltec Road	0.28	24	dirt	22
Toltec Road		Piute Road	CR 67	0.30	22	dirt	22
Puye Road		Toltec Road	Cibola Circle	0.69	22	dirt	22
Cibola Circle		Old Las Vegas Hwy	Cibola Circle	1.18	22	chipseal	22
Ute Circle		Old Las Vegas Hwy	Old Las Vegas Hwy (loop)	0.43	22	basecourse	22
Ute Lane		Ute Road	Dead End	0.11	22	basecourse	22
			total miles	2.99			

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT III**

<b>MAINTENANCE DISTRICT III</b>	<b>ROUTE NUMBER</b>	<b>FROM: BEGINNING TERMINI</b>	<b>TO: ENDING TERMINI</b>	<b>MILEAGE LENGTH OF MAINTAINED SECTION</b> <small>miles</small>	<b>TOTAL ROADWAY WIDTH</b> <small>feet</small>	<b>SURFACE</b> <small>type</small>	<b>Map Page</b>
<i>Ranchos de Galisteo Subdivision</i>							8
Camino Cabreros		Cam San Cristobal	Cam los Angelitos	0.48	16 to 18	dirt	27
Camino los Angelitos		CR 42	Dead End	0.70	16 to 18	dirt	27
Camino San Cristobal		CR 42	Dead End	0.95	16 to 18	dirt	27
Camino Libre		Cam los Angelitos	Cam San Cristobal	0.55	16 to 18	dirt	27
			<b>total miles</b>	<b>2.68</b>			
<i>Rancho Escondido Subdivision</i>							
Zonie Way		Old Las Vegas Hwy	Dead End	0.12	12	dirt	8, 23
Camino Valle		US 285	Dead End	0.81	15 to 18	dirt	8, 23
Camino Pinon		Camino Valle	Dead End	0.26	16	dirt	8, 23
Caminito de Pinon		Old Las Vegas Hwy	Dead End	0.58	14 to 17	dirt	8, 23
			<b>total miles</b>	<b>1.77</b>			
<i>Sunlit Hills Subdivision</i>							6
Camino del Monte		Paseo Vista ( CR 58E)	Dead End	0.25	16	basecourse	22
Paseo Vista	58E	Camino del Sol	Dead End	1.12	17	dirt	22
Camino Cielo Azul		Seton Village Dr (CR 58)	Paseo Vista ( CR 58E)	0.19	18	dirt	22
Camino del Sol		Paseo Vista (CR 58E)	Dead End	0.44	14	dirt	22
Camino Pacifico		Paseo del Pinon	Nine Mile Road	0.87	18	basecourse	22
				0.09	18	dirt	22
Sunlit Drive		Nine Mile Road	Dead End	0.24	12 to 14	dirt	22
				1.44	12 to 14	basecourse	22
Camino Tetzococo		Nine Mile Road	Dead End	0.63	18	dirt	22
Camino Oriente		Camino Tetzococo	Nine Mile Road	0.60	12 to 14	dirt	22
Camino Sudeste		Camino Tetzococo	Sunlit Drive	0.64	12 to 16	basecourse	22
Sudeste Place		Camino Sudeste	Dead End	0.37	12	dirt	22
Oriente Place		Camino Sudeste	Camino Oriente	0.19	10 to 12	dirt	22
Timberwick Road		Nine Mile Road	Dead End	0.44	10 to 12	dirt	22
Paseo del Pinon		Seton Village Dr	Dead End	1.08	18	dirt	22
Via Del Sol		Paseo Vista ( CR 58E)	Dead End	0.34	18	dirt	22
			<b>total miles</b>	<b>8.93</b>			

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT III**

MAINTENANCE DISTRICT III  ROUTE NAME	ROUTE NUMBER	FROM:  BEGINNING TERMINI	TO:  ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION  miles	TOTAL ROADWAY WIDTH  feet	SURFACE		Map Page
						type		
<i>Other Roads</i>								
Calle Lomita		Avenida Ponderosa	BNFS Property	0.09	16		dirt	17
El Dorado Transfer Station		US 285	Transfer Station	0.21	16		dirt	8,23
Entrada De Santiago		Rabbit Rd	Calle Jacinta	0.30	20		asphalt	6,22
Fire Station Road		Cattleguard	Private Gate	0.45	16		dirt	17
Paseo Galisteo		Old Galisteo Road	Rincon de Marquez	0.52	21		asphalt	6,22
San Marcos Transfer Station		CR 42	Transfer Station	0.35	18		dirt	7
Old Lamy Trail	33	US 285	Village of Lamy	1.54	24		asphalt	7,27
Avenida Vieja	33A	SR 41	dead end	0.68	18		basecourse	7,27
Via La Puente		SR 41 & CR 42	Avenida Vieja	0.35	18		basecourse	7,27
Cerro Circle	33B	CR 33	CR 33 (Loop)	0.41	14		dirt	8
Old Lamy Trail	33C	Village of Lamy	Los Hornos Road	0.30	14		dirt	8
El Gancho Way	36	Old Las Vegas Hwy	CR 67 Old SF Trail	0.27	25		asphalt	6,22
Camino Los Abuelos	42	SR 14	SR 41	9.33	24		asphalt	7
Ellis Ranch Road	46	Old Las Vegas Hwy	Dead End	0.40	17		cold millings	8,23
Ojo de la Vaca	51	Cattleguard	CR 34	0.20	13		dirt	8,23
				14.16	18		dirt	8
				2.24	18		chipseal	8
				1.97	18		basecourse	8
Ojo de la Vaca Trail	51B	CR 51	cattleguard	0.51	14		dirt	8
Rancho Romero	51C	CR 51	Forest Road	0.80	16		dirt	8
Gabaldon Lane	51D	CR 51	Dead End	0.80	14		dirt	8
Calle Gurule	51E	Old Las Vegas Hwy	Crazy Horse Road	0.61	18		dirt	8
Arroyo Hondo Road	58	0.12 from Old Las Vegas Hwy	Seton Village Drive	1.89	24		asphalt	6,22
Seton Village Dr	58	0.32 from Old Las Vegas Hwy	Arroyo Hondo Road	1.09	24		asphalt	6,22
Leaping Powder Road	58A	CR 58	Soleado Lane	0.47	22		asphalt	6,22
Arroyo Hondo Trail	58B	CR 58	Private Road	1.00	22		cold millings	6,22
				0.49	22		asphalt	6,22
Brass Horse Road	58C	CR 58	Brass Horse Lane	0.15	16		dirt	6,22
Old Agua Fria Rd East & West	58D	Dead End	Dead End	1.58	15		dirt	6,22
Nine Mile Road	60	0.34 from Old Las Vegas Hwy	Dead End	2.01	22		asphalt	6,22

# SANTA FE COUNTY ROADS MAINTENANCE DISTRICT III

MAINTENANCE DISTRICT III ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Other Roads</i>								
Apache Plume Dr	60A	CR 60	cattleguard	0.18	20	asphalt		6,22
La Joya Rd	63	SR 50	FR 612	0.65	16 to 18	chipseal		6,22
La Cueva Rd	63A	SR 50	FR 375	0.52	24	asphalt		6,24
Lower La Joya Rd	63B	Old Denver Hwy	W Mountain Ave	1.72	16	dirt		6,24
Calle Valencia	63C	0.06 Mile from I-25 Exit	Private Road	3.28	18	dirt		6,24
The Hill	63D	SR 41	CR 42	0.80	17	dirt		6,24
La Vega	63F	SR 41	CR 33A Via La Puente	0.20	18	chipseal		6,24
Old Santa Fe Trail	67	City Limits	Canada Village Road	0.38	16 to 18	dirt		7,27
Old Santa Fe Trail	67	Canada Village Road	La Posta Way	0.25	17	basecourse		7,27
Canada Village Road	67A	CR 67	FR 79	4.69	25	asphalt		6,22
Two Trails Road	67A	Old Las Vegas Hwy	CR 67	2.12	16	chipseal		6,22
Jericho Lane	67D	CR 67 Old SF Trail	Dead End	0.79	25	asphalt		6,22
La Barbaria Road	67F	CR 67 Old SF Trail	La Barbaria Trail	1.29	18	dirt		6,22
Ravens Ridge Road	67G	CR 67	Ravens Ridge Trail	0.89	24	asphalt		6,22
Pinon Jay Trail	67H	CR 67	Dead End	0.20	12	dirt		6,22
Double Arrow Road	67J	CR 67	Camino Quien Sabe	1.00	16	asphalt		6,22
Star Vista Road	67K	CR 67	Cielo Cumbre Road	0.45	16	dirt		6,22
Old Galisteo Road	69	Rabbit Rd	Camino Estrellas	0.75	14 to 16	asphalt		6,22
Los Tapias Lane	69A	CR 69	Dead End	0.67	12 to 14	dirt		6,22
San Sebastian Rd	110	CR 46	Dead End	0.90	22	chipseal		6,22
				0.37	14	dirt		6,22
				0.87	25	asphalt		6,22
				0.45	15	dirt		6
				0.75	18	dirt		8,23
			<b>total miles</b>	<b>88.61</b>				

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT III**

MAINTENANCE DISTRICT III ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE <i>type</i>	Map Page
			<b>TOTAL SUBDIVISION ROADS</b>	<b>19.27</b>			
			total asphalt	0.00			
			total basecourse	4.90			
			total chipseal	2.03			
			total gravel	0.00			
			total dirt	12.34			
			total cold millings	0.00			
			<b>TOTAL OTHER ROADS</b>	<b>69.34</b>			
			total asphalt	27.60			
			total basecourse	3.25			
			total chipseal	6.11			
			total gravel	0.00			
			total dirt	30.98			
			stabilized dirt	0.00			
			total cold millings	1.40			

# SANTA FE COUNTY ROADS MAINTENANCE DISTRICT IV

## COUNTY MAINTAINED ROUTE DESCRIPTION

For Annual Certified County Maintained Mileage Report

**DISTRICT IV**  
YEAR 2014

**SANTA FE COUNTY**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Map Page
<i>Eldorado Subdivision</i>							
Abanico Road		Ave Vista Grande	Ave de Comprades	0.43	22	basecourse	8, 23
Alba Court		Ave de Comprades	Dead End	0.05	22	basecourse	8, 23
Alcalde Loop		Encantado Road	Encantado Road (loop)	0.39	22	basecourse	8, 23
Alcalde Road		Ave de Compadres	Alcalde Loop	0.51	22	basecourse	8, 23
Alondra Road		Ave de Compadres	Herrada Road	0.86	22	basecourse	8, 23
Altura Drive		Altura Road	Monte Alto Road	0.09	22	basecourse	8, 23
Altura Road		Monte Alto Road	Dead End	0.57	22	basecourse	8, 23
Amistad Place		Ave de Amistad	Dead End	0.10	22	basecourse	8, 23
Antigua Court		Antigua Road	Dead End	0.12	22	basecourse	8, 23
Antigua Place		Antigua Road	Dead End	0.09	22	basecourse	8, 23
Antigua Road		Ave Casa del Oro	Telilla Road	0.49	22	basecourse	8, 23
Asta Terrace		Ave Vista Grande	Dead End	0.09	22	basecourse	8, 23
Aula Court		Ave de Compadres	Dead End	0.06	22	basecourse	8, 23
Avalon Place		Avalon Road	Dead End	0.09	22	basecourse	8, 23
Avalon Road		Ave Vista Grande	Dead End	0.29	22	basecourse	8, 23
Avenida Azul		Ave Vista Grande	Encantado Road	1.17	24	asphalt	8, 23
Avenida Buena Ventura		Ave Vista Grande	Ave de Amistad	0.23	22	basecourse	8, 23
Avenida Casa del Oro		Ave Vista Grande	Avenida Eldorado	1.71	24	asphalt	8, 23
Avenida de Amistad		US 285	Avenida del Monte Alto	1.47	24	asphalt	8, 23
Avenida de Amistad		Avenida de Monte Alto	Buena Ventura	0.49	22	basecourse	8, 23
Avenida de Compadres		Avenida Eldorado	Dead End	2.42	24	asphalt	8, 23
Avenida Eldorado		US 285	dead end	3.48	26 to 30	asphalt	8, 23
				0.41	22	basecourse	8, 23
Avenida del Monte Alto		Ave de Amistad	Ave Vista Grande	0.93	24	asphalt	8, 23
Avenida Torreon		Ave Vista Grande	Condesa Road	1.10	24	asphalt	8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Eldorado Subdivision</i>								
Avenida Vista Grande		US 285	Dead End	4.82	26 to 30	asphalt		8, 23
Aventura Road		Herrada Road	Ave Eldorado	0.60	22	basecourse		8, 23
Avila Road		Avenida Eldorado	Avenida Eldorado	0.56	22	basecourse		8, 23
Avila Court		Avila Road	Dead End	0.17	22	basecourse		8, 23
Azul Court		Azul loop	Dead End	0.13	22	basecourse		8, 23
Azul Drive		Ave Azul	Dead End	0.17	22	basecourse		8, 23
Azul Loop		Ave Azul	Ave Azul (loop)	0.76	22	basecourse		8, 23
Azul Place		Ave Azul	Dead End	0.09	22	basecourse		8, 23
Azul Way		Azul Loop	Dead End	0.13	22	basecourse		8, 23
Balde Road		Ave de Compadres	Abanico Road	0.26	22	basecourse		8, 23
Balsa Court		Balsa Road	Dead End	0.22	22	basecourse		8, 23
Balsa Drive		Balsa Road	Dead End	0.27	22	basecourse		8, 23
Balsa Place		Balsa Road	Dead End	0.11	22	basecourse		8, 23
Balsa Road		Ave Casa del Oro	Ave de Compadres	1.20	22	basecourse		8, 23
Baya Court		Alondra Road	Dead End	0.12	22	basecourse		8, 23
Baya Road		Ave Compadres	Alondra Road	0.32	22	basecourse		8, 23
Birla Court		Avenida Azul	Dead End	0.10	22	basecourse		8, 23
Bonito Court		Bonito Road	Dead End	0.19	22	basecourse		8, 23
Bonito Road		Ave Casa del Oro	Herrada Road	0.44	22	basecourse		8, 23
Bosque Loop		Ave Eldorado	Ave Eldorado (loop)	0.49	22	basecourse		8, 23
Buena Ventura Place		Ave de Amistad	Dead End	0.12	22	basecourse		8, 23
Cagua Court		Ave Eldorado	Dead End	0.11	22	basecourse		8, 23
Cagua Road		Ave Eldorado	Condesa Rd	0.53	22	basecourse		8, 23
Caliente Road		Ave Vista Grande	Avenida Eldorado	0.60	22	asphalt		8, 23
Caliente Place		Caliente Road	Dead End	0.15	24	basecourse		8, 23
Camurada Loop		Camurada Road	Camurada Loop	0.43	22	basecourse		8, 23
Camurada Road		Lucero Road	Camurada Loop	0.31	22	chipseal		8, 23
Carissa Road		Condesa Road	private road	0.59	22	basecourse		8, 23
Carifito Road		Monte Alto Road	Cuesta Road	0.07	22	basecourse		8, 23
				0.29	22	basecourse		8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Eldorado Subdivision</i>								
Casa de Oro Court		Ave Casa del Oro	Dead End	0.19	22	basecourse		8, 23
Casa de Oro Lane		Ave Casa del Oro	Dead End	0.14	22	basecourse		8, 23
Casa del Oro Loop		Ave Casa del Oro	Ave Casa del Oro (loop)	0.29	22	basecourse		8, 23
Casa de Oro Place		Ave Casa del Oro	Dead End	0.05	22	basecourse		8, 23
Casa de Oro Way		Ave Casa del Oro	Dead End	0.13	22	basecourse		8, 23
Cerrado Court		Cerrado Road	Dead End	0.11	22	basecourse		8, 23
Cerrado Drive		Cerrado Loop	Dead End	0.24	22	basecourse		8, 23
Cerrado Loop		Cerrado Road	Ave Vista Grande	0.99	22	basecourse		8, 23
Cerrado Place		Cerrado Road	Cerrado Road	0.04	22	basecourse		8, 23
Cerrado Road		Ave Vista Grande	Cerrado Court	0.35	22	basecourse		8, 23
Cerrado Way		Cerrado Loop	Dead End	0.08	22	basecourse		8, 23
Chapala Road		Ave Eldorado	Reno Place	0.58	22	basecourse		8, 23
Chusco Road		Ave Vista Eldorado	Ave de Amistad	0.72	22	basecourse		8, 23
Conchas Court		Conchas Loop	Dead End	0.12	22	basecourse		8, 23
Conchas Loop		Torneo Road	Verano Loop	0.42	22	basecourse		8, 23
Conchas Place		Conchas Loop	Dead End	0.07	22	basecourse		8, 23
Condesa Road		Avenida Torreón	Avenida Eldorado	1.41	22	basecourse		8, 23
Condesa Court		Condesa Road	Dead End	0.11	22	basecourse		8, 23
Cuesta Lane		Cuesta Road	Dead End	0.21	22	basecourse		8, 23
Cuesta Road		Monte Alto Road	Monte Alto Road (loop)	0.77	22	asphalt		8, 23
Demas Road		Ave Vista Grande	Balde Road	0.12	22	basecourse		8, 23
Demora Court		Demora Road	Dead End	0.08	22	basecourse		8, 23
Demora Road		Ave de Compadres	Alondra Road	0.48	22	basecourse		8, 23
Descanso Road		Monte Alto	Cuesta Road	0.42	22	basecourse		8, 23
Domingo Court		Domingo Road	Dead End	0.12	22	basecourse		8, 23
Domingo Place		Domingo Road	Dead End	0.07	22	basecourse		8, 23
Domingo Road		Balsa Rd	Herrada Road (loop)	0.85	22	basecourse		8, 23
Dovela Court		Dovela Road	Dead End	0.08	22	basecourse		8, 23
Dovela Road		Ave Vista Grande	Espira Road	0.38	22	basecourse		8, 23
Dovela Place		Dovela Road	Dead End	0.21	22	basecourse		8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE		Map Page
						type		
<i>Eldorado Subdivision</i>								
Duende Road		Ave Torreon	Palacio Road	0.28	22	basecourse		8, 23
Dulce Road		Ave Casa del Oro	Herrada Road	0.31	22	basecourse		8, 23
Eldorado Circle		Ave Eldorado	Dead End	0.13	22	basecourse		8, 23
Eldorado Place		Ave Eldorado	Dead End	0.08	22	basecourse		8, 23
Eldorado Way		Ave Eldorado	Dead End	0.13	22	basecourse		8, 23
Elena Court		Avenida Eldorado	Dead End	0.05	22	basecourse		8, 23
Encantado Circle		Encantado Loop	Encantado Loop	0.35	22	basecourse		8, 23
Encantado Court		Encantado Road	Dead End	0.10	22	basecourse		8, 23
Encantado Place		Encantado Road	Dead End	0.11	22	basecourse		8, 23
Encantado Road		Ave de Compadres	Ave Azul	1.25	22	basecourse		8, 23
Encantado Loop		Encantado Road	Ave Azul	1.74	22	chipseal		8, 23
Enebro Court		Enebro Road	Dead End	0.12	22	basecourse		8, 23
Enebro Place		Ave Vista Grande	Dead End	0.15	22	basecourse		8, 23
Enebro Road		Ave Vista Grande	Frasco Road	0.36	22	chipseal		8, 23
Enebro Way		Ave Vista Grande	Dead End	0.08	22	basecourse		8, 23
Ensenada Drive		Ave Eldorado	Ave Torreon	0.25	22	basecourse		8, 23
Espira Court		Ave Vista Grande	Dead End	0.10	22	basecourse		8, 23
Espira Road		Ave Vista Grande	Dovela Road	0.33	22	basecourse		8, 23
Esquila Road		Alondra Road	Ave de Compadres	0.30	22	basecourse		8, 23
Esquina Road		Avenida Eldorado	Calliente Road	0.33	22	basecourse		8, 23
Estacada Court		Herrada Road	Dead End	0.13	22	basecourse		8, 23
Estacada Road		Herrada Road	Ave Eldorado	0.42	22	basecourse		8, 23
Estambre Court		Estambre Road	Dead End	0.15	22	basecourse		8, 23
Estambre Place		Estambre Road	Dead End	0.12	22	basecourse		8, 23
Estambre Road		Herrada Road	Gaviota Road	1.03	22	basecourse		8, 23
Floresta Drive		Calliente Road	Glorieta Road	0.32	22	basecourse		8, 23
Fonda Court		Fonda Road	Dead End	0.33	22	basecourse		8, 23
Fonda Place		Fonda Road	Dead End	0.10	22	basecourse		8, 23
Fonda Road		Ave de Compadres	Guado Road	0.40	22	basecourse		8, 23
Fonda Way		Fonda Road	Dead End	0.09	22	basecourse		8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE		Map Page
						type		
<i>Eldorado Subdivision</i>								
Fortuna Road		Ave Vista Grande	Ave de Compadres	0.29	22	basecourse		8, 23
Frasco Court		Frasco Road	Dead End	0.10	22	basecourse		8, 23
Frasco Place		Frasco Road	Dead End	0.14	22	basecourse		8, 23
Frasco Road		Enebro Road	Frasco Terrace	0.43	22	basecourse		8, 23
Frasco Terrace		Frasco Place	Dead End	0.08	22	basecourse		8, 23
Frasco Way		Enebro Road	Dead End	0.13	22	basecourse		8, 23
Garbosa Road		Ave Vista Grande	Mariposa Road	0.23	22	basecourse		8, 23
Gavilan Court		Gavilan Road	Dead End	0.07	22	basecourse		8, 23
Gavilan Place		Herrada Road	Frasco Road	0.10	22	basecourse		8, 23
Gavilan Road		Herrada Road	Frasco Road	0.55	22	basecourse		8, 23
Gaviota Road		Avenida Casa del Oro	Estambre Road	0.28	22	basecourse		8, 23
Glorieta Road		Ave Vista Grande	Caliente Road	0.38	22	basecourse		8, 23
Gualdo Road		Ave de Compadres	Fonda Court	0.31	22	basecourse		8, 23
Herrada Court		Herrada Road	Dead End	0.25	22	basecourse		8, 23
Herrada Place		Herrada Road	Dead End	0.11	22	basecourse		8, 23
Herrada Road		Ave Casa del Oro	Herrada Terrace	1.91	22	basecourse		8, 23
Herrada Terrace		Herrada Road	Dead End	0.10	22	basecourse		8, 23
Herrada Way		Herrada Road	Dead End	0.10	22	basecourse		8, 23
Hidalgo Court		Ave Vista Grande	Dead End	0.12	22	basecourse		8, 23
Inez Court		Ave Eldorado	Dead End	0.08	22	basecourse		8, 23
Isidro Road		Avenida Casa del Oro	Dead End	0.15	22	basecourse		8, 23
Jacinto Court		Condesa Road	Dead End	0.07	22	basecourse		8, 23
Jornada Loop		Jornada Loop	Dead End	0.23	22	basecourse		8, 23
Jornada Place		Ave de Compadres	Ave de Compadres (loop)	0.74	22	basecourse		8, 23
Jornada Way		Jornada Loop	Dead End	0.07	22	basecourse		8, 23
Joya Court		Avenida Vista Grande	Dead End	0.10	22	basecourse		8, 23
Juego Road		Glorieta Road	Ave Torreón	0.63	22	basecourse		8, 23
Juego Court		Juego Road	Dead End	0.12	22	basecourse		8, 23
Juego Place		Juego Road	Dead End	0.07	22	basecourse		8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE		Map Page
						type		
Eldorado Subdivision								
La Hacienda Loop		Ave de Amistad	Ave de Amistad (loop)	0.28	24	asphalt		8, 23
Ladera Lane		Ladera Road	Ave Casa del Oro	0.28	22	basecourse		8, 23
Ladera Place		Ladera Road	Dead End	0.08	22	basecourse		8, 23
Ladera Road		Ave Casa del Oro	Dead End	0.44	22	basecourse		8, 23
Laguna Lane		Monterey Road	Dead End	0.11	22	basecourse		8, 23
Lauro Road		Caliente Road	Lauro Place	0.39	22	basecourse		8, 23
Lauro Place		Avenida Eldorado	Dead End	0.13	22	basecourse		8, 23
Lobo Lane		Monterey Road	Dead End	0.11	22	basecourse		8, 23
Lucero Road		Ave Vista Grande	Ave Azul	0.52	22	basecourse		8, 23
Lujo Place		Avenida Eldorado	Dead End	0.06	22	basecourse		8, 23
Luna Drive		Ave Vista Grande	Dead End	0.15	22	basecourse		8, 23
Mago Road		Condesa Road	Dead End	0.05	22	basecourse		8, 23
Manzano Court		Manzano Lane	Dead End	0.07	22	basecourse		8, 23
Manzano Lane		Ave Vista Grande	Dead End	0.15	22	basecourse		8, 23
Mariano Road		Monte Alto Road	Cuesta Road	0.43	22	basecourse		8, 23
Mariposa Road		Ave Vista Grande	Ave Azul	0.43	22	basecourse		8, 23
Melado Drive		Ave Vista Grande	Juego Road	0.36	22	basecourse		8, 23
Mimosa Court		Mimora Road	Dead End	0.07	22	basecourse		8, 23
Mimosa Road		Ave Vista Grande	Ave de Compadres	0.63	22	basecourse		8, 23
Montana Court		Ave Vista Grande	Dead End	0.09	22	basecourse		8, 23
Monte Alto Circle		Monte Alto Road	Dead End	0.14	22	basecourse		8, 23
Monte Alto Court		Monte Alto Road	Dead End	0.14	22	basecourse		8, 23
Monte Alto Lane		Monte Alto Road	Dead End	0.18	22	basecourse		8, 23
Monte Alto Place		Monte Alto Road	Dead End	0.24	22	basecourse		8, 23
Monte Alto Road		Avenida Vista Grande	Ave Torreón	2.14	24	asphalt		8, 23
Monte Alto Way		Monte Alto Road	Dead End	0.12	22	basecourse		8, 23
Monterey Road		Ave Eldorado	Reno Road	0.72	22	basecourse		8, 23
Moya Lane		Moya Road	Dead End	0.12	22	basecourse		8, 23
Moya Loop		Ave de Monte Alto	Ave de Monte Alto (loop)	0.81	18	basecourse		8, 23
Moya Place		Moya Road	Dead End	0.09	22	basecourse		8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE	Map Page
Eldorado Subdivision							
Moya Road		Ave Vista Grande	Ave de Monte Alto	0.92	22	basecourse	8, 23
Nido Lane		Ave de Monte Alto	Dead End	0.13	22	basecourse	8, 23
Oriente Court		Ave de Monte Alto	Dead End	0.10	22	basecourse	8, 23
Oro Place		Ave Case del Oro	Dead End	0.10	22	basecourse	8, 23
Ortiz Lane		Ave Vista Grande	Dead End	0.15	22	basecourse	8, 23
Palacio Road		Ave Torreón	Juego Road	0.52	22	basecourse	8, 23
Pino Place		Ave de Monte Alto	Dead End	0.09	22	basecourse	8, 23
Puerto Court		Ave Vista Grande	Dead End	0.12	22	basecourse	8, 23
Puerto Way		Puerto Road	Dead End	0.11	22	basecourse	8, 23
Puerto Road		Chusco Road	Dead End	0.34	22	basecourse	8, 23
Quedo Road		Avenida Eldorado	Dead End	0.55	22	basecourse	8, 23
Raudo Road		Ave de Amistad	Moya Loop	0.15	22	basecourse	8, 23
Raudo Place		Raudo Road	Dead End	0.06	22	basecourse	8, 23
Recado Road		Avenida Casa del Oro	Quedo Rd	0.44	22	basecourse	8, 23
Redondo Court		Herrada Road	Dead End	0.18	22	basecourse	8, 23
Reno Place		Chapala Road	Dead End	0.18	22	basecourse	8, 23
Reno Road		Ave Eldorado	Dead End	0.25	22	basecourse	8, 23
Rico Court		Monte Alto Road	Dead End	0.10	22	basecourse	8, 23
Sabroso Road		Avenida Casa del Oro	Dead End	0.36	22	basecourse	8, 23
Sabroso Court		Sabroso Road	Dead End	0.11	22	basecourse	8, 23
Sabroso Place		Sabroso Road	Dead End	0.09	22	basecourse	8, 23
Sandia Lane		Ave Vista Grande	Dead End	0.18	22	basecourse	8, 23
Solano Court		Monte Alto Road	Dead End	0.11	22	basecourse	8, 23
Sombra Court		Monte Alto Road	Dead End	0.13	22	basecourse	8, 23
Tarro Road		Ave Casa del Oro	Tetilla Road	0.39	22	basecourse	8, 23
Tasa Place		Ave Monte Alto	Dead End	0.07	22	basecourse	8, 23
Tetilla Road		Tarro Road	Dead End	0.60	22	basecourse	8, 23
Torneo Court		Torneo Road	Dead End	0.09	22	basecourse	8, 23
Torneo Road		Ave de Monte Alto	Conchas Place	0.27	22	basecourse	8, 23
Torreón Place		Ave Torreón	Dead End	0.12	22	basecourse	8, 23

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT IV**

MAINTENANCE DISTRICT IV ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION <i>miles</i>	TOTAL ROADWAY WIDTH <i>feet</i>	SURFACE		Map Page
						type		
Eldorado Subdivision								
Valencia Court		Valencia Loop	Dead End	0.10	22		basecourse	8, 23
Valencia Loop		Monte Alto Road	Monte Alto Road (loop)	0.53	22		basecourse	8, 23
Verano Court		Verano Loop	Dead End	0.07	22		chipseal	8, 23
Verano Drive		Verano Loop South	Verano Loop North	0.16	22		chipseal	8, 23
Verano Lane		Verano Loop South	Verano Loop North	0.15	22		chipseal	8, 23
Verano Loop		Ave de Monte Alto	Verano Loop (loop)	2.26	22		chipseal	8, 23
Verano Place		Verano Loop	Dead End	0.07	22		chipseal	8, 23
Verano Way		Verano Loop	Dead End	0.09	22		chipseal	8, 23
Vista Grande Circle		Ave Vista Grande	Dead End	0.22	22		basecourse	8, 23
Vista Grande Court		Vista Grande Drive	Dead End	0.12	22		basecourse	8, 23
Vista Grande Drive		Ave Vista Grande	Dead End	0.23	22		basecourse	8, 23
			<b>total miles</b>	<b>79.98</b>				
			<b>TOTAL SUBDIVISION ROADS</b>	<b>79.98</b>				
			total asphalt	20.89				
			total basecourse	53.88				
			total chipseal	5.21				
			total gravel	0.00				
			total dirt	0.00				
			total cold millings	0.00				
			<b>TOTAL OTHER ROADS</b>	<b>0.00</b>				
			total asphalt	0.00				
			total basecourse	0.00				
			total chipseal	0.00				
			total gravel	0.00				
			total dirt	0.00				
			stabilized dirt	0.00				
			total cold millings	0.00				

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT V**

**COUNTY MAINTAINED ROUTE DESCRIPTION**

For Annual Certified County Maintained Mileage Report  
**DISTRICT V**  
**YEAR 2014**

**SANTA FE COUNTY**

<b>MAINTENANCE DISTRICT V</b>	<b>ROUTE NUMBER</b>	<b>FROM: BEGINNING TERMINI</b>	<b>TO: ENDING TERMINI</b>	<b>MILEAGE LENGTH OF MAINTAINED SECTION</b> <small>miles</small>	<b>TOTAL ROADWAY WIDTH</b> <small>feet</small>	<b>SURFACE</b> <small>type</small>	<b>Map Page</b>
<i>Bachelor Draw Subdivision</i>							
Bachelor Trail		Dinkle Road	Calaway Road	0.48	20	dirt	11, 28
Calaway Road		Bachelor Trail	Lynch Trail	0.27	20	dirt	11, 28
			total miles	<b>0.75</b>			
<i>Del Monte Subdivision (Block A)</i>							
Jane Lane		Dinkle Road	Dead End	0.24	20.3	basecourse	11, 28
Christine Ct.		Dinkle Road	Dead End	0.12	19.5	basecourse	11, 28
			total miles	<b>0.36</b>			
<i>Del Monte Subdivision (Block B)</i>							
West Quail Run		0.04 Mile West of Quail Tr.	Dead End	0.12	14	dirt	11, 28
			total miles	<b>0.12</b>			
<i>Futures Subdivision</i>							
Futures Loop		Dinkle Road	Futures Road	0.32	19.8	basecourse	11, 28
Futures Road		Futures Loop	Dead End	0.31	19.8	basecourse	11, 28
			total miles	<b>0.63</b>			
<i>Los Hermanos Subdivision</i>							
San Pedro Drive		Broken Arrow Trail	Dead End	0.38	19.3	basecourse	11
Santa Maria Drive		Broken Arrow Trail	San Pedro Drive	0.99	20	basecourse	11
San Andres Circle		Santa Maria Dr	Dead End	0.08	18	basecourse	11
San Miguel Drive		Broken Arrow Trail	Dead End	0.36	19	chipseal	11
San Pablo Lane		Broken Arrow Trail	Dead End	0.37	20.2	chipseal	11
			total miles	<b>2.18</b>			
<i>Lynch Place Subdivision</i>							
Lynch Trail		Dinkle Road	Calaway Road	0.49	20	dirt	11, 28
			total miles	<b>0.49</b>			

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT V**

MAINTENANCE DISTRICT V ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Map Page
<b>Meadows Subdivision</b>							
Patricia Place		Quail Trail	Dead End	0.08	20.3	basecourse	11, 28
Roberts Drive		0.05 mi. From Quail Trail	Dead End	0.57	16	basecourse	11, 28
Olson Avenue		Roberts Drive	Dead End	0.08	16.5	basecourse	11, 28
Maria Lane		Roberts Drive	Dead End	0.08	15.8	basecourse	11, 28
Night Street		Roberts Drive	Dead End	0.07	14.3	basecourse	11, 28
Scott Court		Roberts Drive	Dead End	0.11	14.8	dirt	11, 28
Day Drive		Roberts Drive	Dead End	0.10	13.2	basecourse	11, 28
Bonnie Lane		Roberts Drive	Dead End	0.13	16.8	basecourse	11, 28
			<b>total miles</b>	<b>1.22</b>			
<b>Quiet Valley Subdivision</b>							
Quiet Valley Loop		County Line Road	Peaceful Drive	1.32	17.8	dirt	11, 28
Peaceful Drive		County Line Road	Quiet Valley (loop)	0.57	15.4	basecourse	11, 28
Secluded Trail		Quiet Valley	Dead End	0.15	19.8	dirt	11, 28
Equestrian Trail		County Line Road	Dead End	0.34	19.8	basecourse	11, 28
			<b>total miles</b>	<b>2.38</b>			
<b>Other Subdivision Roads</b>							
Aspen Road		Church Road	0.06 mi. Before Quail Trl	1.05	18.2	basecourse	11, 28
Birch Road		Quail Trail	Douglas Loop	0.81	16	gravel	11, 28
Dunkin Road		Aspen Road	Williams Ranch Rd	0.50	15	gravel	11, 28
Maple Road		Quail Trail	Aspen Road	0.50	16.5	dirt	11, 28
Willow Road		Quail Trail	Aspen Road	0.37	12	basecourse	11, 28
			<b>total miles</b>	<b>3.23</b>			
<b>Other Roads</b>							
Calle Victoriano		Kings Highway-NM 472	Simmons Rd.	4.35	20	dirt	9, 11
Los Chavez Ave		Barton Road	Dead End	0.65	20	cold millings	9, 11
County Line Rd	1	Dinkle Road	Bernalillo County Line	0.50	14.2	basecourse	11, 28
Barton Road	1	SR 333	CR 2	1.63	22	asphalt	11, 28
				1.23	24	asphalt	11, 28

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT V**

MAINTENANCE DISTRICT V ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE	TOTAL	SURFACE	Map Page
				LENGTH OF MAINTAINED SECTION miles	ROADWAY WIDTH feet		
<b>Other Roads</b>							
(Barton Rd-CR 1 Maint. by Bern. Co.)	1			0.68	21	basecourse	11, 28
				1.03	21	dirt	11, 28
	2	Barton Road	Dead End	0.25	15	dirt	11
Thompson Road	2A	Martin Road	Frontage Road	1.59	19.8	dirt	11
	2B	SR 41	Private Road	0.37	19.5	dirt	12
Montoya Road	4B	SR 41	CR 37C	4.14	22.8	dirt	12
Horton Road	5	E. Frost Road	.25 North of CR 16	0.25	13	dirt	11
Horton Road	5B	Northland Rd	Hawkeye Rd	0.50	18.2	basecourse	11, 28
Horton Road	5B	0.2 mile N of W Hill Ranch Rd	.25 mile north of CR 12	0.05	17.6	basecourse	11,28
Horton Road	5B	Venus Road	.5 mile north	0.50	16.5	dirt	11, 28
Western Road	6A	SR 41		2.84	19	chipseal	12
	6A		CR 37C - Oneal Road	0.94	19	basecourse	12
Saddle Spur East	6D	Barton Road	Dead End	0.80	15.6	basecourse	11, 28
Dinkle Road	8	Barton Road	Thunder Mountain Rd	0.83	24.5	asphalt	11, 28
Dinkle Road	8	0.05 East of Sunset Blvd	Horton Road	0.83	24.5	asphalt	11, 28
	8	1.5 Mi West of Martin Rd	.4 Mi W of Valley Irrigation	4.13	22.7	chipseal	11
Dinkle Road	8	SR 41	.4 Mi W of Valley Irrigation	3.00	23.1	asphalt	11, 12
Dinkle Road	8	SR 41	Dead End	0.70	20.3	dirt	11, 12
Drake Rd	9A	SR 344	Private Road	0.60	14.2	basecourse	11
Oro Quay Road	9B	SR 344	Dead End	1.21	22	dirt	9, 11
Living Water Road	9E	SR 344	North Mountain Road	1.10	21.2	chipseal	11
Venus Road W.	10	Horton Rd	Cloonagh Rd	0.53	18	dirt	11, 28
Boomer Road	10A	Irby Road	Valley Irrigation Road	0.99	20.1	dirt	11
N Weimer Road	11B	SR 344	SR 472	2.00	20	chipseal	11
S Weimer Road	11B	SR 472	Dead End	0.53	20	dirt	11
W Hill Ranch Road	12	Koli Ct	Las Colinas	0.14	19.8	basecourse	11, 28
Jacobs Road	12A	Moseley Road	Rancho del Cielo	1.02	16.1	dirt	11, 28
Roach Road	12A	Hale Road	Dead End	0.76	17	chipseal	12
B Anaya Road	12B	SR 41	Dead End	4.50	18	chipseal	12
	12B			3.79	18	dirt	12

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT V**

MAINTENANCE DISTRICT V ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION		TOTAL ROADWAY WIDTH	SURFACE		Map Page
				miles	feet		type		
<b>Other Roads</b>									
Nugent Road	14	Northland Rd	0.08 Mi. West of Northland Rd	0.32	15.9		dirt		11, 28
	14A	Cross Ranch Road	CR 17A	0.80	19		chipseal		11
				0.20	19		dirt		11
Feed Lot Road	14B	SR 41	King Road	1.65	19.8		dirt		12
Cross Ranch Road	15	SR 472	CR 14A	1.01	18.1		dirt		11
E. Frost Road	16	0.09 Mi. West of SR 344	0.14 Mi. West of SR 344	0.04	25.3		asphalt		11
E. Frost Road	16	0.19 Mi. West of SR 344	0.32 Mile East of Horton Rd	0.50	25.3		asphalt		11
E. Frost Road	16	.55 mile west of E. Frost Road	Bernalillo County Line	0.45	25.3		asphalt		11
Jaymar Road	16A	SR 41	CR 41	2.45	18		dirt		12
				2.00	18		chipseal		12
Osita Ranch Rd	16B	US 285	Cattleguard	2.08	15.7		dirt		12
Martin Road	17	Dinkle Road	Thompson Road	3.00	17.2		chipseal		11
	17A	SR 472	CR 14A	1.01	19.1		chipseal		11
Entranosa Road	18	SR 344	.37 mile west of SR 344	0.37	18.9		dirt		11
	18	.50 mile west of SR 344	Horton Road	0.50	18.9		dirt		11
Kinsell Ave E.	18A	SR 41	Dead End	0.13	16.5		dirt		12
White Lakes Road	20B	SR 41	US 285	11.22	22.8		dirt		12
Rambla Del Caballo	21	Simmons Road	CR 28	0.99	14.7		dirt		9, 11
King Farm Road	21	Dinkle Road	Thompson Road	3.01	15		dirt		11
Irby Road	21A	SR 472	Boomer Road	3.00	19.7		dirt		11
Sandoval Road	22	SR 344	Private Road	0.76	17.5		dirt		9, 11
Valley Irrigation Road	23	Boomer Road	Torrance Co. Line A109	4.00	21		dirt		11
	24C	US 285	San Miguel County	4.47	19		dirt		10, 12
Hale Road	25	SR 472	Dinkle Road	4.01	20.8		chipseal		12
Simmons Road	26	SR 344	SR 41	11.00	18		dirt		9, 11, 12
King Road	27	SR 472	Dinkle Road	4.01	19.2		dirt		12
	28	Rambla Del Caballo	Dead End	0.33	18.7		dirt		9, 11
Kinsell Avenue W.	31A	CR 41	Dead End	0.13	18.7		asphalt		12
	31A			0.31	18.7		dirt		12

**SANTA FE COUNTY ROADS  
MAINTENANCE DISTRICT V**

MAINTENANCE DISTRICT V ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION	TOTAL ROADWAY WIDTH	SURFACE		Map Page
						feet	type	
<b>Other Roads</b>								
Rendona Road	32	CR 34	San Miguel County line	1.95	21.6		dirt	10
	34	US 285	San Miguel County line	11.18	27		dirt	10
Luz Del Cielo	34A	SR 14	Dead End	0.10	18		dirt	9
Lone Eagle Drive	34C	SR 14	Dead End - (Golden)	0.10	17		dirt	9
Montoya Lane	35C	Montoya Road	Dead End	0.30	13		dirt	12
Oneal Road	37C	Western Road	Montoya Road	1.01	18		dirt	12
Anaya Ranch Road	38B	SR 41	Private Gate	3.30	23.3		dirt	9, 10
Kinsell Rd	41	White Lakes Road	Jaymar Road	2.19	20		dirt	12
Las Norias Ranch Road	49	SR 285	Dead End	2.72	14		dirt	12
	57A	SR 14	County Line	3.47	23.6		dirt	9
Avenida del Monte	112	SR 344	Private Road	1.25	13.7		dirt	9, 11
Calle del Pinon	112A	Avenida Del Monte	Avenida Del Monte	0.79	14.6		dirt	9, 11
Calle del Cedro	112B	Avenida Del Monte	Dead End	0.46	17.2		dirt	9, 11
			total miles	152.89				
			<b>TOTAL SUBDIVISION ROADS</b>	11.36				
			total asphalt	0.00				
			total base course	5.88				
			total gravel	1.31				
			total chipseal	0.73				
			total dirt	3.44				
			<b>TOTAL OTHER ROADS</b>	141.53				
			total asphalt	8.64				
			total base course	4.21				
			total chipseal	26.15				
			total cold millings	0.65				
			total dirt	101.88				



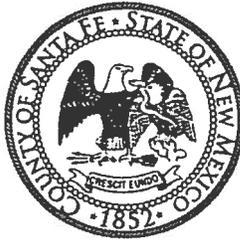




Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** February 12, 2014

**TO:** Board of County Commissioners

**FROM:** Bill Taylor, Procurement Manager *BT*

**VIA:** Katherine Miller, County Manager *KM*  
Jeff Trujillo, ASD Director  
Adam Leigland, Public Works Director

**ITEM AND ISSUE:** BCC Meeting February 25, 2014

**REQUEST BCC APPROVAL OF AMENDMENT NO. 3 TO SFC AGREEMENT #2012-0055-UT/MS LAMY JUNCTION WATERLINE EXTENSION PROJECT WITH MOLZEN CORBIN & ASSOCIATES, INC. IN THE AMOUNT OF \$34,230.78, EXCLUSIVE OF GRT AND ISSUE THE PURCHASE ORDER FOR THE AMENDED DESIGN SERVICES. (BILL TAYLOR)**

**Issue:**

The Utilities Division and Purchasing Division request approval of Amendment No. 3 to SFC #2012-0055-UT/MS Lamy Junction Waterline Extension in the amount of in the amount of \$34,203.78, exclusive of GRT. The amendment is for the additional costs of design, bid, and construction administration of the Apache Canyon Interchange Connection to Canoncito Water System due to the NM Department of Transportation (NMDOT) scheduled construction of the Canoncito Interchange in April 2014. The amendment also tasks the Engineer with the following services: design addition of SCADA capabilities for the project and a \$992.60 increase in the Engineer's Reimbursables.

**Background:**

Santa Fe County Utilities Division along with the Purchasing Division solicited for engineering design for the Lamy Junction Waterline Extension Project under SFC Request for Proposal (RFP) #2012-0055-UT/MS with Molzen-Corbin & Associates, Inc. in the amount of \$411,368.36 on April 24, 2012. In Amendment No. 1, the design changed due to the inability to connect to the Eldorado Area Water and Sanitation District and was in the amount of \$30,250.70, exclusive of GRT. Amendment No. 2 was an increase total of \$10,111.70 for additional design services to provide customers with adequate water storage facilities and design a waterline to run along Old Las Vegas Highway.

**Recommendation:**

The amount of Amendment No. 3 exceeds the ten (10%) percent threshold for amendment signature authority by the County Manager. The Purchasing Division requests authorization to accept and execute Amendment No. 3 to #2012-0055-UT/MS Lamy Junction Waterline Extension Project with Molzen-Corbin & Associates, Inc. and ratify all amendments to this contract.



**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 3**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: April 24, 2012
- b. Owner: Santa Fe County, 102 Grant Avenue, Santa Fe, NM
- c. Engineer: Molzen-Corbin & Associates, Inc., 2701 Miles Road SE, Suite 200, Santa Fe, NM
- d. Project: Lamy Junction Water Project, Santa Fe County Contract No. 2012-0055-UT/MS

2. *Description of Modifications:*

WHEREAS, Contract No. 2012-0055-UT/MS between Santa Fe County (“Owner”) and the Engineer provides for services to be provided by the Engineer consisting of Study and Report and Basic Design Services for the design and completion of the Lamy Junction Water Project for a contract sum of \$411,368.96;

WHEREAS, the Engineer’s scope of services includes field investigation and completion of an environmental clearance report for the New Mexico Department of Transportation (NMDOT) for property that is within NMDOT right of way and that will be affected by the construction of the proposed waterline;

WHEREAS, by Amendment No. 1, Contract No. 2012-0055-UT/MS was amended in March 2013 to revise the scope of work for the Lamy Junction Water Project and provide for a \$30,250.70 increase in the contract sum related to the adjustment of components of the overall plan for the design and completion of the Project;

WHEREAS, by Amendment No. 2, Contract No. 2012-0055-UT/MS was amended in January 2014 to provide for a realignment of the waterline to avoid rock trenching; the completion of an environmental monitoring plan required by NMDOT for the Glorieta Battlefield National Historic Landmark site; and generally clarify other provisions of the Contract;

WHEREAS, Amendment No. 2 also increased the contract sum by \$10,111.70;

WHEREAS, by Amendment No. 3, the parties desire to amend the Contract to provide for the Engineer’s completion of a environmental monitoring plan to be implemented during the

construction phase; completion of the environmental monitoring report to be submitted to NMDOT; preparation of construction specifications to coordinate the project with the NMDOT's Cañoncito Interchange Project; design of an access road; design of the Lamy Junction Project to be SCADA capable; and an increase in the Engineer's Reimbursables;

WHEREAS, Amendment No. 3 will result in a \$34,230.78 increase in the contract sum for a total contract sum of \$485,962.14.

NOW, THEREFORE, CONTRACT NO. 2012-0055-UT/MS IS AMENDED AS FOLLOWS:

- a. Exhibit C, A.3. delete the reference to "Four Hundred Fifty One Thousand Seven Hundred Thirty One Dollars and Thirty-Six Cents (\$451,731.36)" and replace with "Four Hundred Eight Five Thousand Nine Hundred Sixty Two Dollars and Fourteen Cents (\$485,962.14)."
- b. Exhibit C, A.3.b. 9. Reimbursables, delete the reference to "\$5,092.00" and replace with "\$7,354.00."
- c. Exhibit C, A.3.c.1. Geotechnical Services, delete the reference to "\$33,946.00" and replace it with "\$38,346.00."
- d. Exhibit C, A.3.c.2. Environmental Services, delete the reference to "\$25,665.41" and replace with "\$45,699.19"
- e. Exhibit C, A.3. c. Additional Basic Services, insert the following as items 8 and 9:

8. Preparation of Specifications for Construction in NMDOT Project Limits	\$ 2,940.00
9. Design of SCADA capable system	\$ 4,595.00

- f. Exhibit C, A.3, **Total Services**, delete the reference to "\$451,731.36." and replace with "\$485,962.14."
- g. Appendix 1 to Exhibit C, Reimbursables, delete the itemization indicated for "Survey reimbursables" and replace with:

In-House copies	.10 per unit
Mileage	.55 per mile
Meals	<u>\$39.00 per day</u>
Total not to exceed \$992.80	

h. Agreement Summary

a. Original Agreement amount:	\$	411,368.96
b. Net change for prior amendments:	\$	40,362.40
c. This amendment amount:	\$	34,230.78
d. Adjusted Agreement amount after this Amendment No. 3	\$	485,962.14, exclusive of NM GRT

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment No. 3. All provisions of the Agreement not modified by Amendment Nos. 1 and 2, or this Amendment No. 3 shall remain in full force and effect. The Effective Date of this Amendment is upon signature of both parties hereto.

OWNER:

ENGINEER:

By: \_\_\_\_\_  
 Daniel W. Mayfield, Chair  
 Santa Fe County Board of County  
 Commissioners

By: *Edna Paul*  
 Title: *President*

Date Signed: \_\_\_\_\_

Date Signed: *2/18/14*

ATTEST:

\_\_\_\_\_ Date \_\_\_\_\_  
 Geraldine Salazar  
 Santa Fe County Clerk

Approved as to form:  
*Stephen C. Ross*  
 Stephen C. Ross  
 County Attorney

Date: *2/14/13*

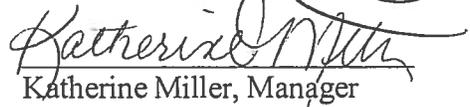
Approved:

Finance Department



Teresa C. Martinez, Director

Date: 2/14/14



Katherine Miller, Manager

Date: 2.18.14

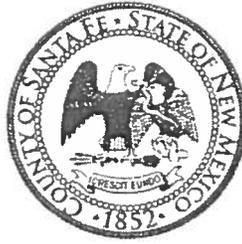




**Daniel "Danny" Mayfield**  
Commissioner, District 1

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Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**DATE:** February 12, 2014

**TO:** Board of County Commissioners

**FROM:** Bill Taylor, Procurement Manager *BT*

**VIA:** Katherine Miller, County Manager *KM*  
Adam Leigland, Public Works Department Director  
Jeffrey Trujillo, ASD Department Director

**ITEM AND ISSUE:** *BCC Meeting February 25, 2014*  
**REQUEST APPROVAL OF LEASE AGREEMENT BETWEEN SANTA FE COUNTY AND ARTHUR TRUJILLO FOR PROPERTY LOCATED AT 685B NM 472 IN STANLEY, NM IN EXCHANGE FOR IN KIND CARETAKER SERVICES. (PUBLIC WORKS\ADAM LEIGLAND\AGNES LEYBA-CRUZ)**

### **BACKGROUND AND SUMMARY**

Santa Fe County owns property at 685B NM 472 in Stanley, NM in Santa Fe County used as the Public Works maintenance yard in the southern region of Santa Fe County. The property is used to store equipment and materials used in maintaining the roads in the surrounding area. Arthur Trujillo currently has a Lease Agreement with the County which will expire at the end of February 2014 to provide caretaker services for the property.

In exchange for the space provided, the caretaker services required are the location of a mobile or manufactured home upon the property, full-time residency at the property for security purposes, trash removal, and periodic inspections of the property and inspections report to be submitted monthly to the Public Works Department.

### **ACTION REQUESTED**

The Public Works Department requests approval of the Lease Agreement between Santa Fe County and Arthur Trujillo for space located at 685B NM 472 in exchange for caretaker services.



**SANTA FE COUNTY  
LEASE AGREEMENT WITH  
ARTHUR TRUJILLO**

This **Lease Agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between **Santa Fe County**, a political subdivision of the State of New Mexico herein referred to as the "County" or "Lessor," and **Arthur Trujillo** herein referred to as the "Lessee".

**WHEREAS**, the County owns property at the Public Works Yard, 685 B. NM 472, Stanley, New Mexico, T11N, R8E, Sec. 27 NMPM (the "Property");

**WHEREAS**, the County desires to have a full-time resident at the Property to provide caretaking duties described herein;

**WHEREAS**, the County is willing to allow Lessee to use the Property in exchange for Lessee's location of a mobile or manufactured home upon the Property, Lessee's full time occupation of the home and Lessee's provision of caretaking services at the Property;

**WHEREAS**, the Lessee is willing to reside on the Property and perform the required caretaking duties under the terms of this Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

**1. Lease of Premises**

The County agrees to allow Lessee to park one manufactured or mobile home ("Home") on a portion of the Property designated by the County ("Premises") in accordance with the conditions set forth in this Agreement.

**2. Use of Premises and Property**

- A. Lessee's residential occupancy of the Home and Premises is limited to Lessee and Lessee's family, which includes Lessee's spouse or significant other, and any related children;
- B. Lessee may not keep animals of any kind in the Home or on the Premises without the prior written consent of the County;
- C. The Premises shall be used by the Lessee solely for residential, single family use by placement of the Home on the Premises. Lessee acknowledges and agrees that the County reserves the right to use the non-Premises portion of the Property in any lawful manner, including for, but not limited to, such uses as the County, in its sole discretion, deems appropriate;

- D. The Lessee agrees to pay residential utilities resulting from Lessee's occupation of the Home on the Premises.

**3. Lease Term**

This Lease shall, upon due execution by all parties, become effective on the date written above. The term of this Lease shall be four (4) years from the effective date, unless earlier terminated pursuant to Section 7 (Termination) of this Lease.

**4. Obligations of Lessee**

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In consideration for the County allowing Lessee the residential use of the Premises for the Home without the payment of rent, the Lessee agrees to perform the following obligations:

- A. The costs of installation of the Home shall be the solely the responsibility of the Lessee. The Home shall be installed only on the location designated by the County (the Premises), in a manner that meets or exceeds all applicable federal, state and local codes. Within five (5) days of the installation of the Home, the Lessee shall furnish the County proof, acceptable to the County, that the utility hookups and foundation work for the Home comply with all applicable codes;
- B. Within five (5) days of installation of the Home, Lessee shall furnish the County written notification of the Vehicle Identification Number and the name and address of any entity having a secure interest in the Home;
- C. Lessee shall not make alterations, attach fixtures, erect additions, structures or signs on the Premises or Property without the prior written approval from the County, including any alterations or additions necessary for the installation of the Home. All improvements and alterations shall be completed to the satisfaction of the County and shall, at the termination of this Lease, become the property of the County; provided, however, that the County may, in its sole discretion, require the Lessee, at the Lessee's sole expense, to remove any such improvements or alterations and return the Premises to the condition the Premises were in at the time the Lessee entered into the original Lease Agreement or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later;
- D. Lessee shall maintain mobile home homeowners insurance to include personal liability and property damage coverage throughout the term of this Agreement. Prior to occupying the Home on the Premises, Lessee shall provide a copy of said insurance policy to the County and any termination or lapse of Lessee's homeowner's insurance shall constitute a breach of this Agreement;
- E. Lessee shall keep the Premises and Property, including any established trails, paths and roadways, free of debris, weeds, trash and other litter;

- F. Lessee shall neither cause nor permit any hazardous material to be bought upon, kept or used in the Home, Premises or Property. As used herein, "hazardous materials" means a substance the release of which could necessitate an environmental response action under any federal, state, County or municipal law, whether now in effect or enacted in the future;
- G. Lessee shall not create or allow a nuisance to exist at the Home or on the Premises or Property;
- H. Lessee shall make detailed periodic inspections of the Property, including all structures, grounds and equipment. Lessee shall submit a monthly inspection report with the County describing the condition of the Property.
- I. Lessee shall report to the County any incidents of damage or vandalism on or involving the Premises or the Property as soon as possible, but in no event shall any incident be reported more than twenty-four (24) hours after the time the incident occurs or is discovered. Lessee shall not act as a security guard, law enforcement officer or in any other manner that may endanger the safety of the Lessee;
- J. Neither the Lessee nor any member of Lessee's family shall acquire an ownership interest in the Premises or Property by reason of the Lessee's or Lessee's family's use of the Premises or Property;
- K. Lessee shall be liable for and shall reimburse the County for any damage to the Premises or Property beyond normal wear and tear;
- L. Lessee acknowledges and agrees that, in the event Lessee fails to perform any of its obligations hereunder, the County shall have the right, but not the duty, to perform such obligations, in which event Lessee shall be responsible for reimbursing the County for the cost of performing Lessee's obligations. The County has the right to enter the Premises at reasonable hours (or in an emergency, at any hour) to inspect, clean or repair the Premises as the County deems necessary;
- M. Lessee agrees to pay all other costs that are not covered under this Lease that result from Lessee's occupation of the Home and use of the Premises.

**5. Obligations of the County**

In consideration for the Lessee's agreement to lease the Premises from the County, the County agrees to the following:

- A. The County reserves the right, upon reasonable notice, at the County's expense, carry out management activities on the Property and construct improvements on the Property as the County in its discretion deems advisable;
- B. Except in an emergency, the County agrees to notify Lessee at least seven (7) days in advance of any work on the Property involving construction vehicles and to use reasonable efforts to minimize activities that might conflict with or interfere with the Lessee's use of the Premises;

- C. The County shall make periodic inspections of the Property and will provide the Lessee with written reports of any such inspections. If necessary, the reports will identify any issues that need to be addressed by the Lessee to comply with this Agreement;
- D. The County shall provide Lessee with access to the Premises over a route or routes of the County's choosing. The County may change the routes that Lessee may use to access the Premises at any time, for any reason, by giving Lessee written notice of such change.

**6. Rent**

In lieu of monetary rent, the Lessee agrees to fulfill its responsibilities and obligations under Section 4 (Obligations of Lessee) of this Lease. Lessee shall be responsible for all utilities, telephone, cable, internet or other fees and costs related to Lessee's occupation and maintenance of the Home.

**7. Termination**

A. Termination for Cause

Either party may terminate this lease based upon any material breach of this Lease by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination. Lessee must vacate the Home within thirty (30) days of receipt of the notice of breach; in such instance, the Lessee must remove the Home from the Premises within sixty (60) days of receipt of the notice of breach. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

B. Termination for Convenience of the County

The County may, in its sole discretion, terminate this Agreement at any time for any reason by giving Lessee advance written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from Lessee's receipt of the notice. Within sixty (60) days from Lessee's receipt of the notice of termination, Lessee must remove Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage will be the responsibility of the Lessee.

C. Termination for Convenience of the Lessee

The Lessee may terminate this Agreement at any time for any reason by giving the County thirty (30) days advance written notice of termination. The notice shall specify the effective date of termination, which shall be not less than thirty (30) days from the County's receipt of the notice. Within thirty (30) days from Lessee's delivery of the notice of termination to the County, Lessee must remove the Home from the Premises. If

Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

**D. County's Liability for Termination of Lease**

In no event shall the County be liable to Lessee for any damages allegedly suffered by Lessee as a result of the County's termination of this Lease. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

**8. Surrender Upon Termination**

At the expiration of the term of this Lease or upon termination pursuant to Section 7 (Termination) of the Lease, Lessee must remove the Home from the Premises and surrender the Premises to the County in as good a condition as the Property and Premises were in at the time the Lessee entered into the original Lease Agreement, or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later, reasonable use and wear excepted. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

**9. Exculpatory Clause: Indemnity**

The Lessee agrees to indemnify and hold the County and its Elected Officials, agents, and employees harmless against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including, but not limited to, court costs and attorney's fees) resulting from or directly or indirectly arising out of Lessee's lease of the Premises, including, but not limited to, any and all claims for injury or damage to persons or property occurring during the term of this Lease either (i) within the Premises or (ii) outside the Premises if due to the Lessee's acts or failures to act or due to the acts of any animals kept at the Premises by the Lessee in violation of the terms of this Lease.

**10. New Mexico Tort Claims Act**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County of its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

**11. Notice**

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid,

addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To the County: Santa Fe County  
Attn: Katherine Miller, County Manager  
P.O. Box 276  
Santa Fe, NM 87504

To the Lessee: Arthur Trujillo  
685 B. NM 472  
Stanley, NM 87506

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12. **Captions**

Any captions to or headings of the paragraph of this Lease are solely for the convenience of the parties, are not part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provision hereof.

13. **Severability**

In case any one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

14. **Applicable Law**

This Lease shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico. The County and Lessee agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the First Judicial District Court of New Mexico, located in Santa Fe County.

15. **No Assignment or Sublet; Abandonment**

A. The Lessee shall not sublet, transfer or assign, in whole or in part, any rights, duties or obligations under this Lease Agreement or in the Premises. The Lessee shall not assign this Lease Agreement or sublet all or any part of the Premises. Any attempted transfer, assignment, or subletting by Lessee shall be null and void.

B. Upon the execution of this Lease Agreement, the Lessee shall provide the name and address of the Lessee's place of employment, a family member or emergency contact, and a "contact person" as that term is defined at § 47-8-34.2 NMSA 1978, of the Uniform Owner-Resident Relations Act.

C. Lessee shall provide no less than fifteen (15) days written notice to the Lessor of Lessee's absence from the Home for one full rental period or a period in excess of seven (7) consecutive days, whichever is less. If Lessee fails to notify the Lessor as provided herein, Lessor may consider the Home and Premises abandoned and pursue any remedy available under the Uniform Owner-Resident Relations Act, § 47-8-1 et seq., NMSA 1978.

16. **No Waiver**

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17. **Amendment**

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

18. **Force Majeure**

The County shall have no liability to the Lessee, nor shall the Lessee have any claim for constructive eviction, because of the County's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond the County's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, civil insurrection, accidents, acts of God and government preemption in connection with a national emergency.

19. **Entire Lease**

The foregoing constitutes the entire agreement between the County and the Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged here.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the date first written above.

**LESSOR SANTA FE COUNTY**

\_\_\_\_\_  
Daniel W. Mayfield, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

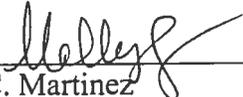
**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

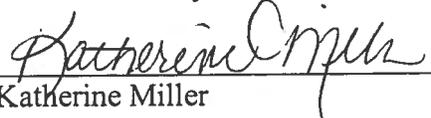
2/03/14  
\_\_\_\_\_  
Date

**Approved:**

**FINANCE DEPARTMENT**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

2/4/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Katherine Miller  
Manager

2/6/14  
\_\_\_\_\_  
Date

**LESSEE ARTHUR TRUJILLO**

  
\_\_\_\_\_  
(Signature)

02/11/14  
\_\_\_\_\_  
Date

Arthur E Trujillo  
\_\_\_\_\_  
(Print Name)

Addendum to Lease Agreement

Name and address of Lessee's place of employment:

Retired  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of Lessee's family member or emergency Contact:

Jane Romero  
\_\_\_\_\_  
PO Box 1066  
\_\_\_\_\_  
Pecos, NM 87552  
\_\_\_\_\_  
(505) 470-8921  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of Lessee's "contact person:"

Mary C Trujillo  
\_\_\_\_\_  
685 C  
\_\_\_\_\_  
Stanley, NM 87056  
\_\_\_\_\_  
(505) 470-8825  
\_\_\_\_\_  
\_\_\_\_\_

The Uniform Owner-Resident Relations Act, § 47-8-34.2 NMSA 1978 defines "contact person" as the person designated by the resident in writing as the person to contact and release property to in the event of the resident's death.



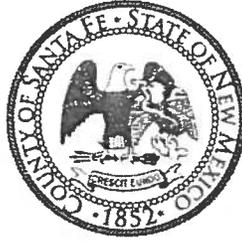




**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**DATE:** *February 15, 2014*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Procurement Manager* 

**VIA:** *Katherine Miller, County Manager*   
*Adam Leigland, Public Works Department Director*  
*Jeff Trujillo, ASD Director*

**ITEM AND ISSUE:** *BCC Meeting February 25, 2014*

**APPROVAL OF EASEMENT AGREEMENT BETWEEN THE POJOAQUE VALLEY SCHOOL DISTRICT AND SANTA FE COUNTY FOR APPROXIMATELY .736 ACRES ADJACENT TO THE NAMBE COMMUNITY CENTER FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A DRIVEWAY, PARKING LOT AND DRAINAGE IMPROVEMENTS.**

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### **BACKGROUND AND SUMMARY:**

In 2009 Santa Fe County purchased the former Nambe Elementary School, located at 180 NM State Road 503 in Nambe, New Mexico and renovated it for use as a Community Center. The County constructed a playground, tennis court and basketball court adjacent to the Community Center. In 2013 the County awarded a contract to Souder, Miller and Associates to design additional site improvements. The improvements include grading, drainage control, parking lot improvements, construction of a new driveway, pedestrian pathways, a shade structure and picnic tables. The current driveway off NM 503 is the shared access for the Community Center and the Headstart facility on the School District's property that is operated by Presbyterian Medical Services. The new driveway will improve the safety of that access off the highway. The property owned by the Pojoaque Valley School District is integral to the successful implementation of the driveway, drainage and parking lot improvements. The Pojoaque Valley School District provided a letter of consent for Santa Fe County to undertake design of the proposed improvements in January 2013. The Pojoaque Valley School District has reviewed and approved the final construction plans. The Pojoaque Valley Schools Board of Education approved the easement agreement at their February 12, 2014 meeting.

**ACTION REQUESTED:**

Staff requests approval of the Easement Agreement between the Pojoaque Valley School District and Santa Fe County for approximately 0.736 acres adjacent to the Nambe Community Center for the purpose of constructing and maintaining a driveway, parking lot and drainage improvements.

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## EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014 between the Pojoaque Valley School District, a public school district of the State of New Mexico (hereinafter "Grantor"), 1574 State Road 502, Santa Fe, NM 87506, and the County of Santa Fe, a political subdivision of the State of New Mexico, 102 Grant Avenue, Santa Fe, NM 87504-0276 (hereinafter the "Grantee.")

### RECITALS

A. Grantor is the fee owner of real property within Section 9, R19N, R9E, NMPM, Nambe Pueblo Grant, Santa Fe County, New Mexico, located on N.M. State Highway 503, approximately 1.7 miles east of the intersection of Highway 285 and 503 in Nambe, New Mexico, as more specifically indicated on Exhibit A, attached hereto and incorporated herein.

B. Pursuant to a 2009 Land Lease Agreement between Grantee and the Robin Martin Revocable Trust, Grantee leases the adjacent property east of Grantor's property described above for a recreational park.

C. Grantee is the fee owner of real property adjacent and east of the property described in B above, more particularly described as Tract 1 within Section 9, T19N, R9E, NMPM, Nambe Pueblo Grant, Santa Fe County, New Mexico.

D. On the property owned and leased by Grantee, Grantee operates and maintains the *Nambe Community Center* and related recreational facilities.

E. Grantee procured the services of an engineer who completed a design for the completion of certain improvements to the property where the *Nambe Community Center* and recreational facilities are located.

F. Grantee's design for the improvements includes construction of a driveway, grading to address drainage issues, and improvements to the parking area which will occur on Grantor's property described in Exhibit A.

G. In order facilitate Grantee's construction and completion of the improvements, Grantor desires to grant to Grantee an easement according to the terms and conditions contained in this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged by Grantors:

1. Grantor hereby grants and conveys to the County of Santa Fe, its successors and assigns, (hereinafter "Grantee") an easement for the purpose of constructing and utilizing certain improvements for the benefit of the Grantee (the "Easement"). Said Easement is 32,048 square feet within Section 9, R19N, R9E, NMPM, located on N.M. State Highway 503, approximately 1.7 miles east of the intersection of Highway 285 and 503 in Nambe, New

Mexico, as more specifically indicated on Exhibit A. Said Easement is granted on the following terms.

- 2. This Easement shall be interpreted under the laws of the State of New Mexico.
- 3. This Easement may be executed in counterparts that together will be a single instrument.
- 4. This Easement may be modified only by a written document signed and notarized and recorded in the official records of Santa Fe County, New Mexico.
- 5. This Easement shall at all times be deemed to be and shall be a continuous covenant running with the land and shall be binding upon and in favor of the successors and assigns of the Grantors and Grantee.

**GRANTOR POJOAQUE VALLEY SCHOOLS**

\_\_\_\_\_ Date \_\_\_\_\_  
 (signature and title)

STATE OF NEW MEXICO )  
 ) ss.  
 COUNTY OF SANTA FE )

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

**GRANTEE SANTA FE COUNTY**

\_\_\_\_\_ Date \_\_\_\_\_  
 Daniel W. Mayfield, Chair  
 Santa Fe Board of County Commissioners

Approved as to form

\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

Date \_\_\_\_\_

APPROVED

Finance Department

\_\_\_\_\_  
Teresa C. Martinez, Director

Date \_\_\_\_\_

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

Date \_\_\_\_\_





EASEMENT  
NAMBE COMMUNITY CENTER

**DESCRIPTION** of an easement being a portion of Exception 253, Private, Claim 319 and a portion of the lands adjoining on the North as shown on USGLO Supplemental Plat showing Private Claims in Section 9, within the Pojuaque Pueblo Grant, Township 19 North, Range 9 East of The New Mexico Principal Meridian, Santa Fe County, New Mexico. Said easement being more particularly described as follows:

**COMMENCING** at a found aluminum cap stamped "PS 13839" being a point on the East line of said Pojuaque Pueblo Grant, from which a found USGLO Brass Cap stamped 1/2 Mile bears South 00°04'03" East, 952.09 feet;

Thence North 81°23'05" West, 195.54 feet to a USGLO Brass cap whose marking were "Illegible" being "Corner No. 1" of said Exception 253 P.C. 319 also being the **POINT OF BEGINNING**;

Thence South 10°26'27" East, 259.32 feet to the Southeast corner, stated as "Corner No. 5" of said Exception 253 P.C. 319;

Thence North 65°12'32" West, 160.85 feet;

Thence North 13°18'58" East, 14.19 feet;

Thence North 20°19'50" West, 121.76 feet;

Thence North 11°42'27" West, 53.96 feet;

Thence South 78°46'52" West, 34.29 feet;

Thence North 11°01'59" East, 17.32 feet;

Thence North 89°48'46" East, 178.57 feet;

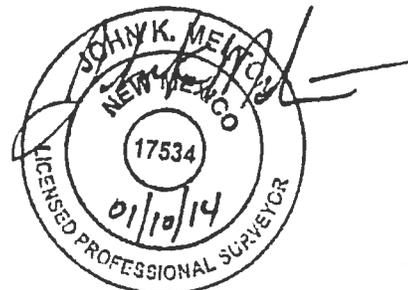
Thence South 10°26'27" West, 4.33 feet to the **POINT OF BEGINNING**.

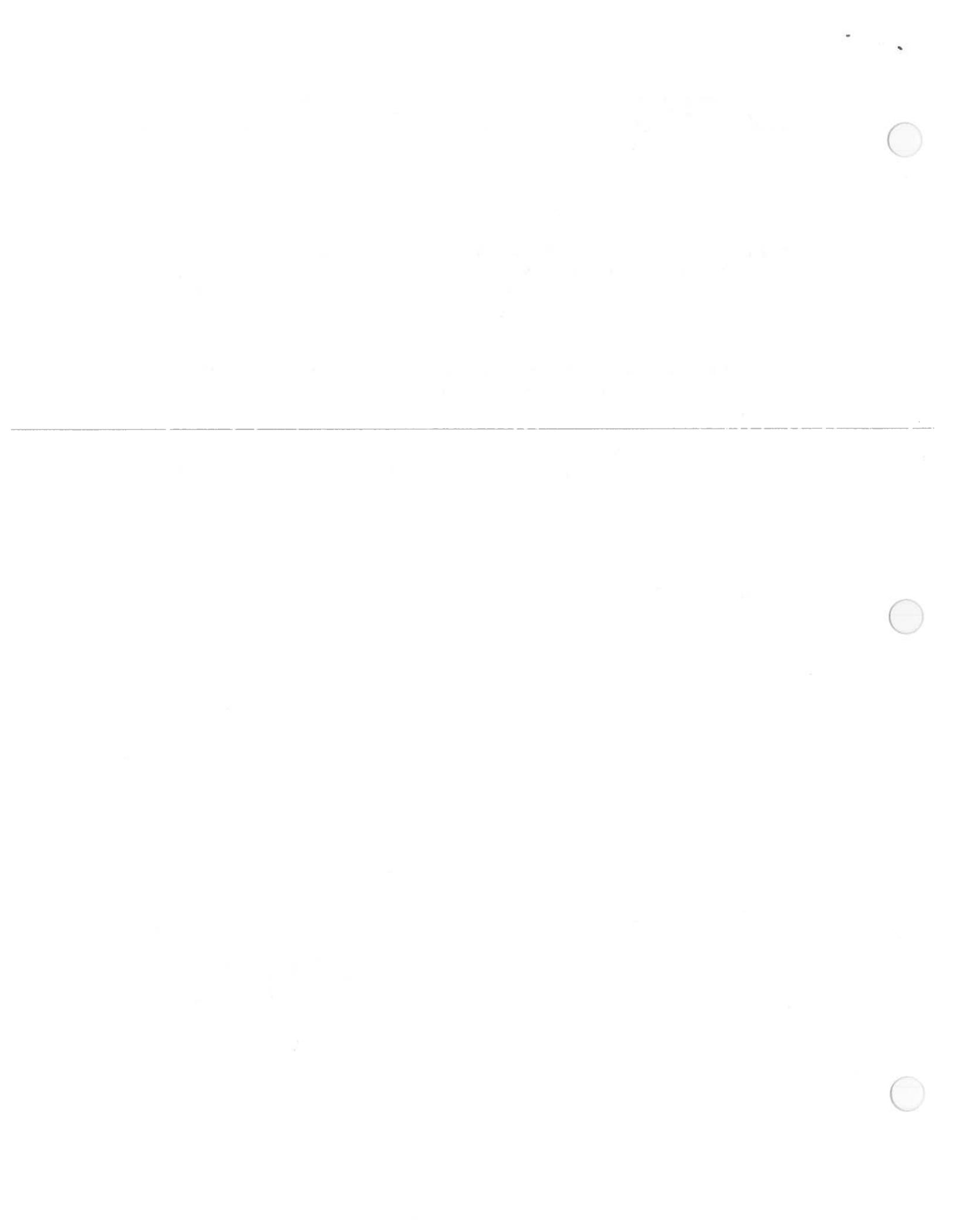
Said Easement contains 32,048 square feet or 0.736 acres more or less.

Prepared by John K. Melton, LS 17534

Prepared on January 10, 2014

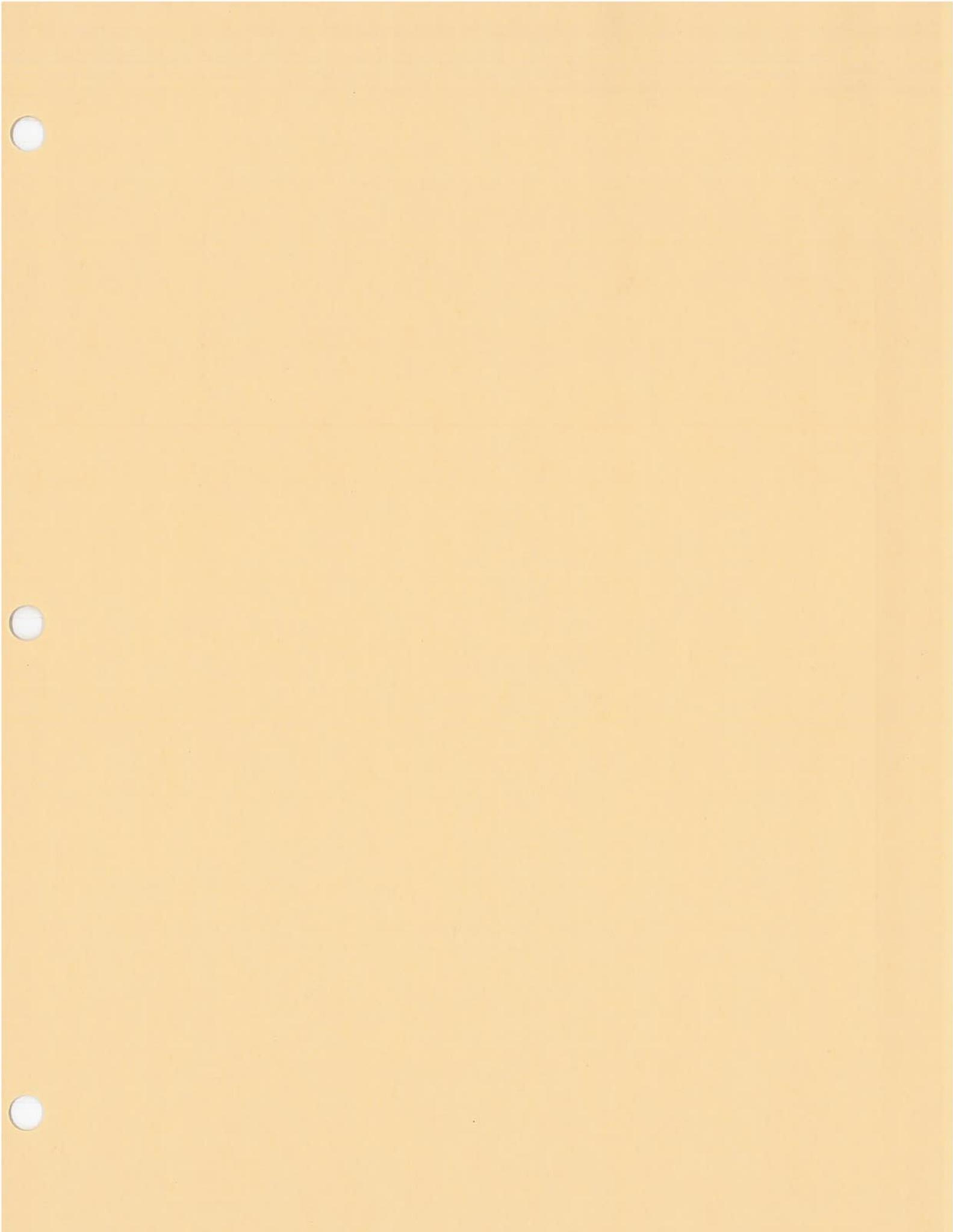
Project Number: 7222607/T1.1













**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**DATE:** February 17, 2014

**TO:** Board of County Commissioners

**FROM:** Julia Valdez, Constituent Services Liaison, Manager's Office

**VIA:** Katherine Miller, County Manager *Kk*

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### ITEM AND ISSUE: BCC Meeting February 25, 2014

An Ordinance Establishing A Living Wage Within Santa Fe County; Specifying Employers Subject To The Living Wage; Making Findings As To The Necessity Of A Living Wage; Establishing A Prohibition On Retaliation For Reporting Violations Of The Living Wage; Providing For Remedies And Penalties; Specifying Enforcement Officers; Providing The Process To Be Employed Upon Complaints Of Violation; Establishing Severability; And Providing An Effective Date.

(Commissioners Stefanics and Chavez)

This packet includes two proposed amendments. One is from Commissioner Holian and the other is from Commissioner Mayfield.

### BACKGROUND

There is a large overlap between the poverty population and the people who would be benefited by the minimum wage increase.

Santa Fe County supports low income residents through taxpayer-funded social services – i.e., healthcare, public housing, affordable housing, behavioral health services, emergency services and other social services.

Creating a minimum wage in the unincorporated area of the county at \$10.50 could help lift residents of Santa Fe County out of poverty and reduce the ranks of our poor.

Section 1 declares the authority for Santa Fe County to enact this ordinance.

Section 2 establishes the boundaries and identifies who is affected and/or not affected by this ordinance.

Section 3 identifies the findings as to why this ordinance is brought forth.

Section 4 outlines the requirements of paying a minimum wage. It establishes rates and yearly adjustments.

Section 5 ensures there is no retaliation or circumvention of this ordinance.

(Continued)

Section 6 defines penalties and remedies of violation of this ordinance.

Section 7 claims this ordinance not to be in conflict with the New Mexico Constitution.

Section 8 states that if any provision or part of the requirement is held to be invalid by legal jurisdiction, the remainder of the ordinance will continue to be enforced.

Section 9 businesses in Santa Fe County must post that it is compliant with this ordinance.

Section 10 outlines the procedure for violations.

Section 11 states the effective date of this ordinance.

THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY

ORDINANCE NO. 2014- \_\_\_\_\_

AN ORDINANCE ESTABLISHING A LIVING WAGE  
WITHIN SANTA FE COUNTY; SPECIFYING EMPLOYERS SUBJECT TO THE  
LIVING WAGE; MAKING FINDINGS AS TO THE NECESSITY OF A LIVING WAGE;  
ESTABLISHING A PROHIBITION ON RETALIATION FOR REPORTING  
VIOLATIONS OF THE LIVING WAGE; PROVIDING FOR REMEDIES AND  
PENALTIES; SPECIFYING ENFORCEMENT OFFICERS; PROVIDING THE  
PROCESS TO BE EMPLOYED UPON COMPLAINTS OF VIOLATION;  
ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY:

SECTION 1 – AUTHORITY.

This Ordinance is enacted pursuant to its general police powers and the authority in NMSA 1978, § 4-37-1 (1975) (as amended) to make and publish any ordinance to discharge the powers not inconsistent with statutory or constitutional limitations placed on counties and to exercise powers that are necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the County's inhabitants, and NMSA 1978, § 4-37-3 (1993) (as amended) which permits prosecution of violations of County ordinances in any court of competent jurisdiction.

SECTION 2 – DEFINITIONS.

       A. “Apprentice” means a person bound to serve another for a specified time in order to learn some art, trade, profession, or business;

       B. “Base wage” means the minimum hourly rate of compensation that an employee who customarily and regularly receives more than thirty dollars (\$30.00) a month in tips shall be paid pursuant to this Ordinance;

       C. “Commission” means a payment based on a percentage of the value of sales or other business done;

       D. “Living wage” means the minimum hourly rate of compensation that an employee shall be paid.

       E. “Tip” means a gratuity earned by an employee for providing good service.

Comment [r1]: Revisions from the legal department.

SECTION 3 – APPLICABILITY.

A. This Ordinance shall be effective within the exterior unincorporated boundaries of Santa Fe County.

B. Santa Fe County government shall pay the living wage established by Section 5 of this Ordinance to its employees. However, the provisions of this sub-section are expressly limited by and subject to collective bargaining agreements between Santa Fe County and any bargaining unit.

C. As of the effective date of this Ordinance, contracts entered into by Santa Fe County government for services, including construction services, shall require the contractor to pay the living wage established by this Ordinance ~~if the total amount of the contract is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000).~~

**Comment [r2]:** Deletion proposed by Commissioner Mayfield.

D. Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County shall pay the living wage established by this Ordinance for the duration of the project.

E. Businesses required by Santa Fe County Ordinance to have a business license from Santa Fe County shall pay the living wage established by this Ordinance.

F. For purposes of identifying who shall be paid the living wage established by this Ordinance, all individuals employed by or providing work to an employer identified in subsections A through E above, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this Ordinance. Also considered an employee for purposes of this Ordinance are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this Ordinance:

(1) An individual employed by the United States, the State or any political subdivision of the State other than Santa Fe County;

(2) An individual engaged in the activities of an educational, charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;

(3) Apprentices in a registered apprentice program recognized by the State of New Mexico Apprenticeship and Training Committee or the Federal Bureau of Apprenticeship and Training ~~—Apprentices are those bound to serve another for a specified time in order to learn some art, trade, profession, or business and must qualify as an apprentice under a federal or state approved apprenticeship program;~~

**Comment [r3]:** Deletion from the legal department.

OR

(3) Apprentices in a registered apprentice program recognized by the State of New Mexico Apprenticeship and Training Committee or the Federal Bureau of Apprenticeship and Training, as well as any apprentice participating in an apprenticeship program providing

significant instructional and practical experience and offered by a 501C(3). Apprentices are those bound to serve another for a specified time in order to learn some art, trade, profession, or business.

**Comment [r4]:** Alternative proposed by Commissioners Stefanics and Mayfield

(4) G.I. bill trainees during training;

(5) Temporary employees of an educational, charitable or religious youth camp or retreat where room and board is provided to the employee, or if a day camp, where board only is provided. To qualify under this exemption the employer must hold a valid certificate issued annually by the director of the labor relations division of the workforce solutions department of the State of New Mexico pertaining to exemption of seasonal employees;

(6) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;

(7) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university; and

(8) Persons working for a business in connection with a court-ordered community service program.

#### **SECTION 4 – FINDINGS.**

A. The Board of County Commissioners (hereinafter referred to as “the Board”) finds that the public welfare, health, safety and prosperity of citizens of Santa Fe County requires that citizens be paid a living wage sufficient to ensure a decent and healthy life;

B. The Board finds that establishing a mandatory minimum hourly wage will promote the public welfare, health, safety and prosperity by ensuring that citizens can better support and care for their families through their own efforts;

C. According to the United States Census Bureau:

(1) The average earnings per capita in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) above the national average; and

(2) Fifteen and six-tenths percent (15.6%) of residents in Santa Fe County lived below the poverty level between 2007 and 2011;

D. The Board finds that housing costs in Santa Fe County are higher than in most other parts of New Mexico, and low income workers spend a disproportionate percentage of their income sheltering themselves and their families;

E. The Board finds that when businesses do not pay adequate wages, the community bears the cost in the form of increased demand for taxpayer-funded social services;

F. Santa Fe County developed an affordable housing program that requires developers to include affordable homes in each subdivision, down payment assistance, assistance with roof repairs and other housing-related benefits;

G. The Board finds that it has expended public funds to provide summer programs for children residing in the County and to fund medical care for indigent residents; and

H. The Board finds that it is in the public interest to require that employers benefiting from the opportunity to do business in Santa Fe County pay employees a living wage that is adequate to meet the basic needs of living in Santa Fe County.

#### SECTION 5 – LIVING WAGE PAYMENT REQUIREMENTS.

A. Except as provided in subsection B, the living wage paid to an employee shall be \$10.50 per hour. Beginning January 1, 2015, and each January 1 thereafter, the living wage shall be adjusted upward based on the percentage increase, if any, as of August of the immediately preceding year over the level as of August of the previous year, of the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers, U.S. City Average for All items. Santa Fe County shall post the living wage established by this Ordinance on the Santa Fe County website after this Ordinance becomes effective and prior to each adjustment of the living wage.

OR

A. Except as provided in subsection B, the living wage paid to an employee shall be ten dollars and fifty-one cents (\$10.51) per hour. In the event the City of Santa Fe increases its living wage above ten dollars and fifty-one cents (\$10.51) per hour prior to March 1, 2015, the living wage established by this Ordinance shall automatically increase to the amount of the new City of Santa Fe living wage. Beginning March 1, 2015, and each year thereafter, the living wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers. Santa Fe County shall post the living wage established by this Ordinance on the Santa Fe County website after this Ordinance becomes effective and prior to each adjustment of the living wage.

**Comment [r5]:** Alternative proposed by Commissioner Holian.

B. An employee who customarily and regularly receives more than thirty dollars (\$30.00) a month in tips or commissions shall be paid at least a base wage of five dollars and twenty-five cents (\$5.25). The employer may consider tips and commissions as part of wages, but the tips and commissions combined with the employer's payment of wages to the employee shall not equal less than the living wage as provided in subsection A of this section. In the event an employee earns insufficient tips and/or commissions combined with the base wage to receive a cash wage at least equal to the living wage, the employer shall make up the difference to ensure the employee receives a cash wage equal to the living wage established by this Ordinance. All tips received by such employee shall be retained by the employee, except that nothing in this

**Comment [r6]:** Revisions proposed by legal department.

section shall prohibit the pooling of tips among employees. Where employees practice tip pooling or splitting (as where staff give a portion of their tips to bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages. Beginning January 1, 2015, and each January 1 thereafter, the base wage shall be adjusted upward based on the percentage increase, if any, as of August of the immediately preceding year over the level as of August of the previous year, of the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers, U.S. City Average for All items. Santa Fe County shall post the base wage on the Santa Fe County website after this Ordinance becomes effective and prior to each adjustment of the base wage.

**OR**

B. An employee who customarily and regularly receives more than thirty dollars (\$30.00) a month in tips and/or commissions shall be paid at least a base wage equivalent to sixty percent of the living wage established by this Ordinance. Initially the base wage rate shall be six dollars and thirty-one cents (\$6.31). That wage will increase simultaneous with each living wage increase. The employer may consider tips and commissions as part of wages, but the tips and commissions combined with the employer's payment of wages to the employee shall not equal less than the living wage as provided in subsection A of this section. In the event an employee earns insufficient tips and/or commissions combined with the base wage to receive a wage at least equal to the living wage established by this Ordinance, the employer shall make up the difference to ensure the employee receives a wage equal to the living wage established by this Ordinance. All tips received by such employee shall be retained by the employee, except that nothing in this section shall prohibit the pooling of tips among employees. Where employees practice tip pooling or splitting (as where staff give a portion of their tips to bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages.

**Comment [r7]:** Alternative proposed by Commissioners Holian and Mayfield.

#### **SECTION 6 - PROHIBITION AGAINST RETALIATION AND CIRCUMVENTION.**

It shall be unlawful for any employer or employer's agent or representative to discharge, demote, deny promotion to or in any way discriminate against an employee in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to this Ordinance or assisting another person to do so.

#### **SECTION 7 – REMEDIES AND PENALTIES.**

A. A person violating this Ordinance shall be guilty of a misdemeanor and, upon conviction, may be punished in accordance with NMSA 1978, Section 4-37-3 (1975)(as amended). A person violating any of the requirements of this Ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred. This Ordinance may be enforced by a duly authorized code enforcement officer.

B. The County, any individual aggrieved by a violation of this Ordinance, or any entity whose members have been aggrieved by a violation of this Ordinance, may bring a civil action in

a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this Ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due, an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

C. The remedies provided in this Ordinance are not exclusive, and nothing in this Ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

**SECTION 8 – PROSPECTIVE APPLICATION.**

Nothing in this Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an *ex post facto* law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19.

**SECTION 9 – SEVERABILITY.**

The requirements and provisions of this Ordinance are severable. In the event that any requirement, provision, part, subpart or clause of this Ordinance, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the Board that the remainder of the Ordinance be enforced to the maximum extent possible consistent with the objective of ensuring a living wage.

**SECTION 10 – NOTICE POSTING.**

Any holder of a Santa Fe County business license shall, as a condition of obtaining or holding a Santa Fe County business license, post and display in a prominent location next to its business license a notice, in English and Spanish, that the business is in compliance with the provisions of this Ordinance and shall include the text of Sections 3 and 5 of this Ordinance. Failure to comply with this Section shall be construed as a violation of this Ordinance and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license.

**SECTION 11 – PROCEDURE.**

Violations of this Ordinance shall be investigated and prosecuted consistent with the process employed concerning alleged violations of the Sustainable Land Development Code, as amended. A complaint form for use in reporting violations of this Ordinance shall be available on the County webpage for use in reporting violations.

**SECTION 12 – EFFECTIVE DATE.**

This Ordinance shall become effective sixty (60) days after its adoption by the Board.

OR

This Ordinance shall become effective thirty (30) days after its adoption by the Board.

**Comment [r8]:** Alternative discussed at public hearing.

**PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_, 2014.  
**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

By: \_\_\_\_\_  
Daniel W. Mayfield, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen C. Ross, County Attorney







**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**To:** Santa Fe County Board of County Commissioners

**From:** Rachel O'Connor, Community Services Department Director

**Via:** Katherine Miller, County Manager 

**Date:** February 6, 2014

**Re:** Appointment of Don Reece to Health Policy and Planning Commission (Community Services Department/Rachel O'Connor)

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### ISSUE:

The appointment of Don Reece to the Health Policy and Planning Commission (HPPC), to fill one of the positions within County Commission District 3.

### BACKGROUND:

The resolution establishing membership on the HPPC provides for 13 members, two from each of the five districts, one appointed by the Mayor of the City of Santa Fe, and two Countywide appointments. There is a vacancy in one of District 3 positions.

We advertised for this position on December 9, 2013 in the Santa Fe New Mexican and the Albuquerque Journal, and in addition a press release went out and it was on the County website. We advertised for this as well as other vacancies on the HPPC. The position had also been advertised earlier in the year.

Don Reece was the only applicant for the District 3 vacancy.

### RECOMMENDATION:

We recommend the appointment of Don Reece to the HPPC to fill the vacant District 3 position. Mr. Reece has substantial experience in public health and epidemiology, including many years working for the Centers for Disease Control and Prevention and the Indian Health Service.



District 3

Santa Fe County Health Policy and Planning Commission

January 13, 2014

This letter is for consideration as a member to the Santa Fe County Health Policy and Planning Commission.

I am a retired Santa Fe County resident from Southern Santa Fe County, Stanley, that has 34 years' experience in Public Health. I worked for the Centers for Disease Control and Prevention (CDC) and the Indian Health Service (IHS) during my public health career.

I have extensive experience and training in public health as an administrator and field worker. I believe my training and experience bring valuable assets to the county that I would be happy to share with the committee and residents of Santa Fe County.

As a member of the community I am ready to participate in any way I can to support my county and State.

Thank you for your consideration.

Respectfully,

  
Don Reece

Met 4/31/14

505-681-2645

[donaldhreece@wildlue.net](mailto:donaldhreece@wildlue.net)

1128 A Hwy 472, Stanley 87056

## CURRICULUM VITAE

**Donald H. Reece**

Currently Retired

505-681-2645

[donaldhreece@wildblue.net](mailto:donaldhreece@wildblue.net)

Mailing Address: PO Box 3732  
Edgewood, NM 87015  
(505) 681-2645

Physical Address: 1128A Hwy 472  
Stanley, NM

**Agency sponsored education:**

- o Intro. to Sexually Transmitted Diseases
- o Laboratory Methods (STD)
- o Comprehensive Clinicians STD Course
- o Advanced Clinician STD Course
- o Clinician Update (3)
- o Supervisional Mgmt Course
- o Train the Trainer
- o BOP Instructors Course
- o HIV pre/post test counseling
- o Vaccine Preventable Disease Course
- o Immunization Mgmt Program Seminar
- o Hepatitis B Seminar
- o Applied Epidemiology
- o Legal Underpinnings of Grant Mgmt
- o Orientation to Grants Administration for Program Officials
- o Negotiate to Win
- o CDC Grants Funding Process
- o CDC Senior Mgmt Seminar - Unicoi
- o University of New Mexico Native Researchers' Cancer Control Training Program
- o Institute of Cultural Affairs, Group Facilitation
- o Completed Executive Leadership Development Program
- o Performance Based Services Contracting
- o Basic Project Officer: Standard

**Collegiate:**

1. Master of Public Health University of New Mexico  
(Completed 36 semester hours of a 42 hour course.)
2. Bachelor of Health Science Education (BS) East Texas State University (12-17-1982)

**Honors and Awards:**

2007 Indian Health Service Superior Administrative Award.

- 2006 Indian Health Service Superior Administrative Award.
- 2005 Indian Health Service Superior Administrative Award.
- 2004 Indian Health Service Superior Administrative Award.
- 2003 Indian Health Service Superior Administrative Award.
- 2002 Indian Health Service Superior Administrative Service Award.
- 1996 – 2001 Several superior work performance awards, Centers for Disease Control
- 1996 Indian Health Service, Headquarters West, Special Recognition Award for recognition in work with American Indian/Alaska Native populations in the field of tobacco control.
- 1996 National Indian Health Board, Mounted Medallion for recognition in public health work with American Indian/Alaska Native populations.
- 1993 National Center for Prevention Services, Centers for Disease and Control, Medallion of Recognition.
- 1992 Health and Human Services Medallion and Certificate of Appreciation - Infant Immunization Initiative - South Dakota.
- Several superior work performance awards, Centers for Disease and Control
- 1978 Veterans of Foreign Wars Certificate of Appreciation, Community Service Award.
- 1973 U.S. Air Force Commendation Medal, Meritorious Service Award, National Defense Service Medal, Air Force Good Conduct Award, Small Arms Expert.

**Civic Activities:**

- 1994-1997 Member Executive Advisory Council to the New Mexico Chapter of the American Heart Association.
- 1993-1997 Member and vice-chair Tobacco Free New Mexico.
- 1993-1997 Member Rocky Mountain Tobacco Free coalition.
- 1991-2010 Member All Indian Rodeo Cowboys Association.
- 1989-present Member of Fraternal Order of Eagles.

1976 - 2000 Member Professional Rodeo Cowboys Association

**Publications/Videos:**

1996 Tobacco and American Indian Children, Indian Health Service Headquarters West, Albuquerque, NM.

Formatted, produced, and coordinated all aspects of a video showing how the tobacco industry targets Indian children for addiction. The video is in four parts lasting a total of forty minutes.

1996 Reece DH, Clinical Annotation of Tobacco Use in Patient Charts at Indian Health Service Clinics and Hospitals, Journal of Community Health, September/October 1996.

1996 Reece DH, Historic Ceremonial and Medicinal Use of Tobacco Among American Indians, Alaska Medicine, Volume 38, January/February/March 1996, Number 1, pg. 8.

**Special Projects:**

1994 Culturally specific health education material, Indian Health Service, Headquarters West, Albuquerque, NM

Contacted American Indian artists, adults and children, for the production of culturally specific health education material. Produced 3 pamphlets, 1 calendar and 10 posters.

1993 Surgeon General's Tour of Puerto Rico, San Juan, PR

An island wide tour promoting childhood immunization. We also provided five educational seminars for all health care providers on immunization specific material that enabled participants to receive CMEU's.

1993 National Pre-School Immunization Week, Maine, New Hampshire & Massachusetts

Accompanied Mrs. Betty Bumpers, Sen. Dale Bumper's wife, on a three state tour promoting childhood immunization activities. Also accompanied Mrs. Tipper Gore, Vice-president Al Gore's wife, on a special immunization effort in the city of Boston during this same tour.

89-91 Infant Immunization Initiative, (I3), Pierre, SD

Coordinated media and public health activities to increase the level of childhood immunizations to 90% by the age of 2 statewide. The Governor and the director of Centers for Disease and Control participated in local media events.

89-91 Pneumonia & Influenza Work Group, Pierre, SD

A combination of public, federal, and state organizations working towards increasing immunization levels of at risk individuals for Influenza & Pneumonia.

1988 Intensified Disease Intervention Effort, Tallahassee, Fl

An intensive effort to identify, manage and interview as many infected individuals as possible to reduce the spread of early infectious syphilis. Obtain as many field bloods as possible from individuals frequenting known crack/cocaine supply areas. Target high risk individuals to provide on the street education of disease etiology and early disease suspicion response.

1986 Intensified Disease Intervention Effort, Gallup, NM

An intensive effort to identify, manage and interview as many infected individuals as possible to reduce the spread of early infectious syphilis. Obtain as many field bloods as possible from individuals frequenting the local bars. Target high risk individuals to provide on the street education of disease etiology and early disease suspicion response.

Work Experience:

1/2002 – 12-31-2012 (Acting Director), Deputy Director, Division of Epidemiology and Disease Prevention, National Programs office, Albuquerque, New Mexico

Serves in a line capacity with the Co-Directors, acts for the Co-Directors in his/her absence (Co-Directors are gone at least 50% of the time), and represents the Co-Directors on various committees with full authority to speak for him/her. Shares fully in policy formulation and interpretation; determination of program plans and objectives; establishment of goals, utilization of personnel and other resources; formulation of contracts, interagency agreements, and other funding guidelines; program administration and direction; program and project evaluation; and the interpretation of health indicators, trends, needs, and impact of activities. Reviews program operations and makes decisions or advises on same. Serves as project officer to develop program objectives, guidelines, policies, procedures and administrative operations strategies to assure they reflect IHS-

OPH and other authoritative policies, plans, and strategies. Provides guidance and review on program commitment and subsequent support requirements; insures all organizational clearances/reviews are received. Makes decisions related to commitment of resources including allocation of personnel and monies. Is responsible for request for proposals, review panels and working with grants management to manage grants and supplemental awards to EpiCenters and other grantees.

Provides supervision, direction and motivation to employees in the National Epidemiology Program (NEP) for both IHS personnel and CDC field assignees; monitors and assess performance of the staff in accordance with employee performance management system and commissioned corp. policy; and recommends appropriate training opportunities for NEP staff.

Reviews policy guidance regarding grants, cooperative agreements, and inter agency agreements, assuring that proposals are compatible with NEP objectives and IHS policies and that adequate provision is made for financial and other resources to support such agreements.

Responsible for maintaining Intra-Agency Agreements in regards to funding, personnel actions, deadlines and required reports. Ensures that CDC assignees have access to IHS resources needed to fulfill the Intra-agency agreement obligations in regards to data, computers, contacts, travel, workspace, etc... Will assist the Co-Directors in negotiating agreement renewals and developing new agreements.

Ensures compliance with IHS data access policy, Privacy Act, HIPAA, and IRB requirements. Makes national databases available to Epicenters, (BRFSS, Mortality, Census, etc...)

Responsible for coordinating national epidemiology activities in regards to GPRA, Leading Health Indicators, and Healthy People 2010.

Responsible for furthering the goals of equal employment opportunity (EEO) by taking positive proactive steps to assure the accomplishment of affirmative action objectives and by adhering to nondiscriminatory employee practices in regard to race, color, religion, sex, national origins, age, or handicap. Willingly discusses with employees any practices or occurrence they consider discriminatory.

Annually reviews performance appraisals of employees and training opportunities afforded to them to assure that minority group members, females, and others have similar opportunities to improve.

10/99- 1/2002 Sr. Public Health Advisor, Indian Health Service Cancer Program, CDC Field Assignee

Serve as the principal liaison between the IHS Cancer Control Program and the Program Services Branch, Division of Cancer Prevention and Control, CDC, to

strengthen collaboration between these two major Federal cancer programs. Assists in designing and implementing program policies, objectives, priorities, and methods of operation to maximize program effectiveness and efficiency.

10/97-09/99 Public Health Advisor, South Dakota Department of Health, (CDC field assignee).

Serve as CDC Liason for the State of South Dakota Breast and Cervical Early Detection Program, the Cheyenne River Sioux Tribe Breast and Cervical Cancer Early Detection Program, and other assigned states and tribes within the geographical boundaries of Aberdeen Area Indian Health Service. Provide consultation and assistance in the development and implementation of program and project activities to all assigned projects. Provide technical guidance to support the delivery and maintenance of quality program and project activities and services to all assigned projects. Communicate and disseminate information, both orally and in writing, to the CDC and public and private groups concerning the assigned projects. Serve as information resource for the assigned projects on relevant actions (e.g., laws, regulations, policies, standards, or procedures) affecting program and project activities and services. Provide advise and assistance to the assigned projects in the development and implementation of procedures, methods, and strategies for obtaining and using data to meet program and project objectives and operational needs.

9/93-10/97 Tobacco Control Coordinator, Indian Health Service Headquarters West (Centers for Disease Control Field Assignee).

Advise and assist with the planning, implementing, evaluating, and maintaining of programs designed for the purpose of stimulating the adoption of effective public health education and risk reduction programs aimed at tobacco use prevention and control in American Indian/Alaska Native communities nation-wide. This includes the identification or development of appropriate community intervention methods utilizing health promotion, health education, and disease prevention.

10/91-9/93 Program Consultant/Project Officer, Centers for Disease Control and Prevention, National Immunization Program, Atlanta, GA.

Assist other federal agencies and state and local health departments in the methodology and application of program techniques; preparing technical reviews of grant applications, collecting and analyzing program data; providing consultative assistance to federal agencies, and state and local health departments in controlling vaccine preventable diseases; planning and coordinating formal

reviews of state, city or county immunization program operations, and planning, coordinating, and/or participating in management system refinements.

8/89-10/91 Senior Public Health Advisor, Pierre, SD (CDC field assignee).

Coordinate and manage a state-wide immunization program. Duties included supervising staff, vaccine ordering, storing and shipping, epidemiologically managing vaccine preventable disease outbreaks and other duties as assigned.

6/88-8/89 Region IX Sexually Transmitted Disease Trainer, Long Beach, CA (CDC field assignee).

Coordinate STD Clinical Training Program, administrative and teaching duties in clinician courses; coordinate and instruct "Introduction to Sexually Transmitted Disease Intervention" to new disease intervention specialists nationwide; conduct inservices and on-the-job training for local staff.

12/87-6/88 Supervisory Public Health Advisor, Houston, TX (CDC field assignee).

Clinic manager of high morbidity STD clinic. Directly supervised 1 MD, 2 RN's, 2 LVN's, 2 Laboratory Technicians, 1 Phlebotomist, 1 Epi. Clerk, 1 First Line Supervisor, indirectly supervised 6-8 Disease Intervention Specialists. Function as clinic manager for daily operations, including patient flow, staffing, utilization of personnel, scheduling on-the-job training of new personnel. Assure that STD services provided followed established policies, procedures and/or guidelines. Responsible for collection and submission of accurate data as required by the bureau and the division. Review medical records on a routine basis for quality assurance. Ensure that clinical supplies and medications were adequately provided for daily operation. Other duties as assigned.

11/86-11/87 Supervisory Public Health Advisor, Houston, TX (CDC field assignee).

First line supervisor, responsible for training and daily review of work for six to eight disease intervention specialists. Conducted weekly pouch audits and case reviews. Instructed new employees in etiology prognosis and treatment of STD's in preparation for Introduction to Sexually Transmitted Disease Intervention course. Demonstrated interviewing and field investigation techniques to new and experienced disease intervention specialists.

4/85-10/86 Disease Intervention Specialist, Santa Fe, NM .

Solo assignment responsible for a large geographic area, NE quarter of the state, in the reporting and control of sexually transmitted diseases. Duties included training STD clinicians and disease prevention specialists in proper laboratory

procedures, diagnosis and case management. Other duties involved coordination of reporting STD's by the private sector and providing educational presentations to public schools. Other duties included being present for regularly scheduled STD clinics to perform needed laboratory and specimen collection functions.

5/83-3/85 Public Health Technician, Odessa, TX.

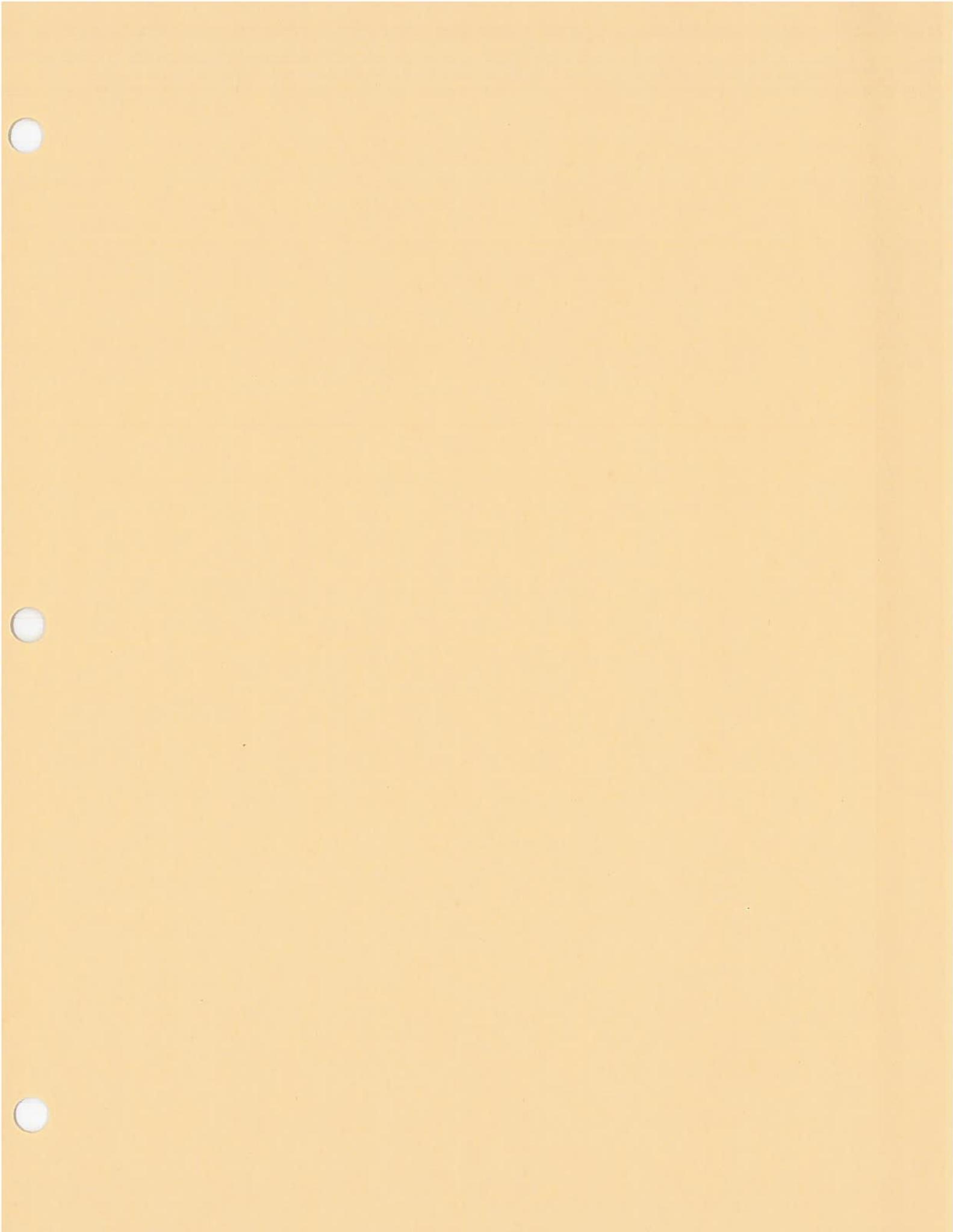
Solo assignment responsible for a large geographic area of SW Texas in the reporting and control of sexually transmitted diseases.

**Background Check:**

Have completed all requirements for Level 6 Public Health Trust Background check.

Have a Top Secret Background award.



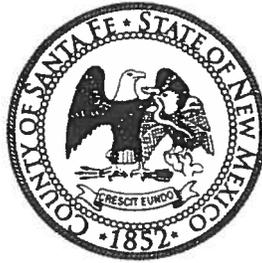




Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathleen Holian  
Commissioner, District 4

Elizabeth Stefanics  
Commissioner District 5

Katherine Miller  
County Manager

## Memorandum

**To:** Santa Fe County Board of County Commissioners

**Through:** Katherine Miller, County Manger *KM*  
Rachel O'Connor, Director, Community Services Department

**From:** Lupe Sanchez, DWI Program Coordinator

**Date:** February 17, 2014

**Subject:** Appointment of John Mowen to the DWI Planning Council

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### Issue:

This is concerning the appointment of John Mowen to the DWI Planning Council. Mr. John Mowen will be representing the business community.

### Background:

The New Mexico Legislature enacted NMSA 1978, Sections 11-6A-1 through 11-6A-6 to address the serious problems caused by Driving While Intoxicated (DWI) in the State. Funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). One of the requirements is that the county receiving funds must have a County DWI Planning Council to serve in an advisory capacity to the Board of County Commissioners.

The DWI program through an advertisement on the County website sought citizens to serve on the Santa Fe County DWI Planning Council. The advertisement was posted on November 14, 2013, with a deadline date to submit applications of February 14, 2014. The DWI Program received two applications, with John Mowen being the only applicant who met all necessary qualifications.

**Staff Recommendation:**

The DWI Planning Council recommends Mr. John Mowen based on his work experience and for demonstrating a strong desire to serve on the Planning Council. Mr. Mowen has provided all the necessary paperwork and attended the two mandatory DWI Planning Council meetings required of each member.

Resolution 1997-87 established the original DWI Planning Council consisting of at least nine standing committee members. After reviewing the applications for membership the current Planning Council Members and staff are recommending the following individual:

**John Mowen                  Retired Social Psychologist**

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**Brief Biography**  
**John C. Mowen, Ph.D.**

John retired to Santa Fe in June 2011 after 33 years as a professor in the Spears School of Business at Oklahoma State University where he held the Noble Foundation Chair of Marketing Strategy. He received a BA in psychology from The College of William and Mary in 1969. After college, he served in the U.S. Army as a Ranger-qualified Signal Corps Officer, and received a Bronze Star for actions in Vietnam. After his military service ended in 1973, John entered the doctoral program in social psychology at Arizona State University, and received his PhD in 1977. In 1976-1977, he served as the research director for the Center for Criminal Justice at ASU, where he performed evaluation research studies of victim assistance and probation/parole programs. From 1977-1978 he did post-doctoral work in marketing at ASU. He then accepted an assistant professor position in the business college at Oklahoma State. John is a Fellow and past-president of the international organization, the *Society for Consumer Psychology*. He and his colleagues have published over 90 refereed articles in the fields of managerial/consumer decision-making and personality. He has also published nine books: *The Art of High-Stakes Decision Making* (John Wiley), *Judgment Calls: High Stakes Decisions in a Risky World* (Simon & Schuster), *The 3M Model of Motivation and Personality* (Kluwer Academic Press) and six editions of his textbook, *Consumer Behavior* (Prentice-Hall).

John has consulted with a variety of organizations. In particular, he has assisted organizations in developing strategic plans and in creating and executing marketing strategies. He is highly skilled in marketing research, questionnaire development, and statistical analysis. He has also served as an expert witness in civil trials for both plaintiffs and defendants.

Active in his community, John was a chairman of the United Way and of the Chamber of Commerce in Stillwater, OK. John is also a digital artist and sculptor whose work has been sold in multiple galleries across the United States. He and his wife, Maryanne, now live in Santa Fe where he continues his interests in decision-making, strategic planning, art, and golf.

Memorandum

To: DWI Planning Council  
From: John Mowen  
Subject: Interest in joining DWI Planning Council  
Date: December 16, 2013

For several reasons, I am very interested in joining the DWI Planning Council. Since retiring to Santa Fe two years ago, I have looked for a volunteer opportunity in which my skills and interests could have a positive impact. I believe that I have found the opportunity in the domain of deterring DWI. My background as a social psychologist and marketing/consumer researcher, as well as my published investigations on inattentive and aggressive driving, provide me with the skills to make a contribution. In sum, I am hopeful that I can contribute to the Santa Fe community by becoming a member of the DWI Planning Council.

Sincerely,



John C. Mowen, PhD





**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## ***MEMORANDUM***

**DATE:** *February 17, 2013*

**TO:** *Board of County Commissioners*

**FROM:** *Erik Aaboe, Assistant County Manager*

**VIA:** *Katherine Miller, Santa Fe County Manager* 

**ITEM AND ISSUE:** *BCC Meeting February 25, 2014*

APPOINTMENT OR REAPPOINTMENT OF MEMBERS OF THE SANTA FE COUNTY  
ETHICS BOARD

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### **BACKGROUND AND SUMMARY:**

The Santa Fe County Ethics Board is composed of five members who are appointed by the Board of Commissioners. The primary duty of the Ethics Board is to enforce the County Code of Conduct Ordinance.

The Ethics Board meets at the call of the Chair which is not more frequently than monthly and not necessarily every month.

Members shall not be employed by the State, a political subdivision, or a school district, shall not hold an elective public office, and must be registered to vote in Santa Fe County. All of the Ethics Board positions are At-Large positions and do not represent a Commission District. Each member shall serve a two year term, subject to reappointment thereafter.

The terms of two current members of the Ethics Board have recently expired. Mr. David Mittle (term expired January 31, 2014) and Mr. Leon Young (term expired February 14, 2014) have both expressed their continued interest in serving on the Ethics Board. Staff advertised for a recruitment of interested applicants.

Santa Fe County has received letters of interest, resumes, and all mandatory forms from the following individuals to fill the two member positions (by alphabetical order):

Bill Heimbach is a resident of the unincorporated county on Arroyo Canyon Drive and he has a background in public affairs and communications.

John Heinritz is a resident of the unincorporated county on Morning Glory and has a background as an executive coach.

David Mittle is a resident of the city of Santa Fe on Maynard Street, and has a background as an attorney and business owner.

Carol Thompson is a resident of the unincorporated county on Devoy's Peak and has served on a number of community service boards.

Leon Young is a resident of the unincorporated county on Lugar de Madison and has a background as a federal, state and local ethics trainer and board member.

The current members of the ethics board are as follows. William Peyton George is a resident of the city and is a practicing attorney. Estevan Baca is a resident of the unincorporated county and is a public employee. Adair Waldenberg is a resident of the unincorporated county and is a retired educator.

One on one interviews were conducted with the new applicants to discuss the applicant's experience and their availability for the Ethics Board schedule. All five applicants meet the requirements of the position and do not appear to have a conflict of interest. All five applicants bring diverse backgrounds and experience and would serve the Santa Fe County Ethics Board well. Because of their significant experience in community boards and government relations and in order to add to the diversity of occupational background, please consider Ms. Thompson and Mr. Heimbach for the vacancies.

#### **ATTACHMENTS:**

Applicant Resumes and Letters of Interest

#### **ACTION REQUESTED:**

Please appoint or reappoint two members from the five names above to serve two year terms on the Santa Fe County Ethics Board. These two board member terms would be effective from February 25, 2014 through February 25, 2016.

9 Arroyo Canyon Drive  
Santa Fe, New Mexico 87508  
January 28, 2014

Santa Fe County Manager's Office  
Attention: Lisa Roybal Katonak  
102 Grant Ave., P.O. Box 276  
Santa Fe, New Mexico 87504

Ladies and Gentlemen:

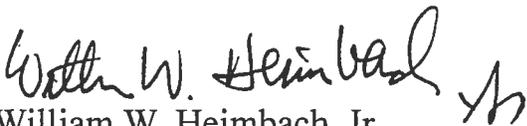
I hereby apply for appointment to the Santa Fe County Ethics Board. I am a resident and homeowner in Rancho Viejo in Santa Fe County District 5. As a longtime resident of Santa Fe County and interested observer of county government, I would very much appreciate the opportunity to serve the community in this capacity.

Attached is my resume. In addition, it may be helpful to know that for the three years prior to my retirement I attended most Santa Fe County Commission and City Council meetings as Los Alamos National Laboratory's liaison to local and state governments.

Please feel free to contact me at 995-9722 should additional information be required.

Thank you for consideration of this application.

Sincerely,

  
William W. Heimbach, Jr.



**WILLIAM W. HEIMBACH, JR.**  
9 Arroyo Canyon Drive  
Santa Fe, New Mexico 87508  
Telephone: 505-995-9722  
Email: heimbach1@hotmail.com

**SUMMARY OF ACCOMPLISHMENTS:**

- More than 40 years of professional experience in all phases of communications and public affairs, including government relations and issue management/lobbying; media relations and employee communications; writing, editing, and publication production; stakeholder involvement; emergency response and risk communications.
- 20 years of management experience in all phases of communications, directing a staff of up to 35 people and a \$2.7 million annual budget.
- Northern New Mexico resident for more than 30 years with employment at Eberline Instrument Corp., Santa Fe New Mexican newspaper, and Los Alamos National Laboratory.
- Los Alamos National Laboratory group leader for five years, managing a staff of up to 20 and an annual budget of \$1.3 million.
- Managed host public affairs activities for three Presidential visits.
- Award-winning writer with honors received from New Mexico Press Association, including annual E.H. Schaffer Award for best feature writing in the state, and the Associated Press Managing Editors of New Mexico feature-writing award.
- Public Service includes serving a mayoral appointment to the Santa Fe Public Library Board as a Santa Fe County representative (2010-2013) and a gubernatorial appointment to the New Mexico Commission on Public Broadcasting (2007-2010). Earlier, elected to the Town Council and appointed to the Planning Commission in Vail, Colo., in the 1970s.

**RETIRED SINCE JULY 2009. WORK EXPERIENCE INCLUDES:**

**LOS ALAMOS NATIONAL LABORATORY:**

**State and Local Government Liaison, Government Relations Office, 2001-2009.** Handled legislative and congressional liaison. Served as Laboratory representative to State Legislature, and to Executive Branch agencies such as Governor's Office. Also assisted with congressional liaison, particularly state field offices. In addition, represented LANL to local governments, with focus on Santa Fe County and City.

**Office Director (Acting), Government Relations Office, 2002-2003.** Directed all phases of Laboratory congressional, legislative and executive-branch activities.

**Editor-Writer Team Leader, Communication Arts and Services Group, 1999-2001.** Managed 25 direct-reports performing writing and editing duties throughout the Laboratory.

**Office Leader, Public Affairs Office, 1998-1999.** Lead communications efforts for Laboratory science and technology programs.

**Group Leader, Public Information, 1993-1998.** Managed media relations, employee communications and strategic communications programs, including management responsibility for three publications. Directed staff of up to 20 and annual budget of \$1.3 million.



Heimbach/Page 2:

**Office Director (Acting), Public Affairs Office, 1997-1998.** Directed staff of 35, including line-manager responsibility for the Laboratory's employee communications, media relations, strategic communications, and conference and visitor management.

**Deputy Group Leader, Public Information, 1992-1993.** Served as deputy to Public Information Group Leader and managed on a day-to-day basis the Media Relations Team.

**External Communications Team Leader, Public Information Group, 1991-1992.** Supervised Media Relations Team responsible for all Laboratory-media interaction and served as the Laboratory's primary media spokesperson.

**Public Information Group Leader (Acting), 1992.** Managed the 13-person Public Information Group while the Group Leader was on a special assignment.

**Public Information Specialist, Public Affairs Group, 1986-1990.** Wrote and placed news releases and science stories for news-media distribution and internal publication. Also handled media queries and visits.

#### PREVIOUS EMPLOYMENT:

- **Senior Principal External Affairs Representative, Communications Department, EG&G Inc.,** Golden, Colo. Served as a main spokesperson for nuclear-engineering company and was responsible for media relations and communications planning.
- **Reporter and Copy Editor, Santa Fe New Mexican Newspaper.** Staff writer for (then) Gannett Inc. newspaper, winning writing awards from New Mexico Press Association (E.H. Schaffer Award winner one year for best feature writing in state), Associated Press Managing Editors of New Mexico, and American Legion National Golden Press Award.
- **Assistant Editorial & Production Manager, Diplomatic & Consular Publishing Services Ltd.,** London, England. Served in number two slot in an editorial and production department that produced publications for British and Australian audiences.
- **Communications Manager, Eberline Instrument Corp.,** Santa Fe, N.M. Managed all communications for this international manufacturer of radiation-detection instruments.
- **Founding Editor/Publisher/Part-Owner, Vail Scene magazine and Vail Villager newspaper,** Vail Colo. Published quarterly magazine for four years and edited weekly newspaper for two years. Also served as Vail Town Councilor, and as member of Planning and Zoning Commission, and Design Review Board.
- **Public Relations Specialist, Connecticut General Insurance Corp.,** Hartford, Conn. Participated in all phases of communications for this insurance giant and its subsidiary, Aetna Insurance Co.
- **U.S. Air Force Officer.** Vietnam Veteran, served with B-52/KC-135 wing at U-Tapao Air Field, Thailand. Attained rank of Captain and earned the Air Force Commendation Medal, Republic of Vietnam Campaign Medal, and Vietnam Service Medal.

#### EDUCATION:

**Bradley University,** Peoria, Ill., bachelor of science degree in journalism.  
**Boston University,** Boston, Mass., 12 graduate hours in communications.



January 24, 2014

Santa Fe County Manager's Office  
Attn: Lisa Katonak  
102 Grant Ave.  
Santa Fe, New Mexico 87504

Re: Santa Fe County Ethics Board

To whom it may concern,

I am interested in serving on the Santa Fe County Ethics Board.

I am a native New Mexican and I have been a resident of Santa Fe County for 35 years.

During all these years, I have worked exclusively in Santa Fe and have volunteered for many organizations in various capacities serving my community.

I currently own a home in Rancho Viejo and have served on the boards of our two Homeowner Associations for the past 12 years. I have been elected to a 3<sup>rd</sup> year as President of the Rancho Viejo South Community Association.

My experience of serving on many community boards, such as the Chamber of Commerce, United Way, Santa Fe Opera, SF Boys & Girls Club and many others, in addition to our Rancho Viejo Board of Directors, has given me extensive insight and knowledge when it comes to understanding and having to enforce a Code of Conduct adopted by these various organizations.

I would consider it an honor to serve on the Santa Fe County Ethics Board and contribute to helping to maintain the high standards our community expects of our volunteers and County elected or appointed officials.

Thank you for your consideration,

  
Carol Thompson

Attached: Resume

## RESUME

CAROL THOMPSON  
40 DEVOYS PEAK  
SANTA FE, NEW MEXICO 87508  
(h) 505-471-9044  
(c) 505-603-0833

**EDUCATION** - Bachelor of Science / Criminal Justice & Social Sciences

### **EMPLOYMENT**

- \* KTRC / KBAC / KBOM RADIO - 1981 to 1998 .....Promotions Director
- \* SANTA FE NEW MEXICAN - 1998 to 2001 .....Circulation Promotions Director
- \* SF CHAMBER OF COMMERCE - 2002 to present .....Membership Coordinator  
(currently part time / Independent Contractor )

### **COMMUNITY INVOLVEMENT**

#### ***Santa Fe County Chamber of Commerce***

- \* Board Member / 8 years
- \* Board Vice President / 2 years
- \* Membership Council Chair / 2 years
- \* Chair 4<sup>th</sup> of July Pancake Breakfast on the Plaza / 12 years

#### ***United Way of Santa Fe County***

- \* Board Member / 8 years
- \* Chair Small Business Division
- \* Chair Allocations Committee 2 years

#### ***Santa Fe Boys and Girls Club***

- \* Board Member / 6 years
- \* Board Vice President / 2 years
- \* Chair Mayor's Ball / 2 years

#### ***Santa Fe Opera***

- \* Board of Directors / 6 years
- \* President / 1 year
- \* New Mexico Opera Guild President / 2 years

***Rancho Viejo Homeowner's Associations***

- \* RV North HOA Board of Directors / 6 years
- \* Vice President / 2 years
- \* ARC (Architectural Review Committee) Chair / 4 years
  
- \* RV South HOA Board of Directors / 6 years to present
- \* President Board of Directors / 3 years to present
- \* DRC (Design Review Committee) Board Liaison 5 years to present
  
- \* Four years ago I implemented a Neighborhood Watch in our South Association which quickly grew to encompass all of Rancho Viejo. I have served as the Area Coordinator for all 4 years.

Other organizations I have had the privilege of serving through my years of employment in local media are.....

- \* Santa Fe Beautiful Board of Directors / 4 years
- \* Santa Fe Rape Crisis Center Advisory Board / 2 years
- \* AID & COMFORT Gala Chair / 1 year
- \* Santa Fe AIDS Walk Steering Committee / 2 years
- \* New Mexico Children's Foundation Board of Directors / 2 years
- \* NM Police Officers Association Fundraising League Board Member / 2 years
- \* Genevieve Chavez Community Center "Gala Opening" Steering Committee
- \* American Cancer Society Fundraising Committee
- \* Big Brother's/Big Sister's Gala Committee & Bowl-a-Thon Committee
- \* Chair Marketing Committee for Santa Fe Air Show / 3 years
- \* Leadership Santa Fe / Panel Advisor
- \* Santa Fe Community Foundation / Allocation Panel Chair
- \* Governor's Youth Volunteer Commission Chair



## Lisa Katonak

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**From:** john heinritz [john@johnheinritz.com]  
**Sent:** Monday, January 20, 2014 10:04 AM  
**To:** Lisa Katonak  
**Subject:** Santa Fe County Ethics Board Seeks Board Member - Attn: Lisa Katonak  
**Attachments:** Heinritz Bio 2013 NEW.doc; ATT00002.htm

Dear Lisa,

I am interested in a position on the Santa Fe County Ethics Board. My background is detailed in the enclosed attachment and additional information could be accessed from the following website: [www.amicoaches.com](http://www.amicoaches.com)

I am a graduate of the College of Santa Fe.  
I served my country as an army officer in Viet Nam  
I have over 30 years of business experience having managed divisions for major organizations such as Warner Bros and Polaroid Corp. I have also worked for mid-size companies.  
Over the past ten years I have worked as an independent executive coach and coached senior level executives in major corporations. This experience has served me well in understanding the challenges people in responsible positions face and the many paradoxes we face as a society.  
I was a volunteer instructor at an organization dealing with helping homeless and others to find jobs. Chrysalis located in Santa Monica, CA. This experience was critical for me to understand and deal with issues at both ends of society.  
I moved to Santa Fe three years ago and live in Santa Fe country.  
My reputation and record are impeccable.  
I have a great deal of experience as a public speaker  
I am on the board of the Santa Fe University of Art and Design Foundation  
I am married and have a daughter and two grand children.

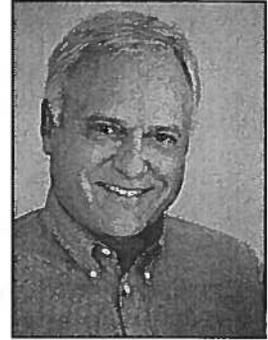
I am not affiliated with the Santa Fe county government or any other government organization.

Thank you for your consideration. I am pleased to submit any additional information.

John

John C. Heinritz  
Executive Coach  
505-820-0955  
310-200-8991 -cell  
[coachsantafe@gmail.com](mailto:coachsantafe@gmail.com)  
[www.amicoaches.com](http://www.amicoaches.com)  
[www.linkedin.com/in/johncheinritz/](http://www.linkedin.com/in/johncheinritz/)





## Biographical Sketch

### John C. Heinritz, Executive Coach

John is an experienced senior executive who built effective global teams for Fortune 100 companies. He brings both a wealth of experience and a proven methodology to his position as an executive and career coach.

**John Heinritz** is a professionally trained and experienced executive coach with over thirty years of global leadership experience and expertise in the Consumer Products and Services segments. His no-nonsense pragmatic approach, insightful ability to give feedback, supported by his laser instinct and courage to identify what matters most resonates well with A-players seeking to learn and grow. John is most useful to executives and business people who are overcoming critical hurdles, self-derailment issues or facing critical junctures in their business or careers. His passion is for helping leaders achieve their full potential, both personally and professionally, while using their energy efficiently and striving towards a more fulfilling life.

#### John's coaching experience includes:

- Chief Marketing Officer with an Australian background, in a senior position within a US-based Fortune 100 company. Gifted as a marketer but struggling to overcome cultural differences and become a more effective leader and team-builder.
- Senior managers in one of the big four accounting firms living in the US, China and Mexico (telephone and in-person coaching), aspiring to partnership. Assisted them in the areas of executive presence, cross-cultural communications skills and team building and successfully positioning themselves on the partner track.
- C-Suite executive at global leader in medical specialty devices who was struggling to fit in as an outside hire. She has been promoted and given additional responsibilities.
- Regional Sales VP for a global diversified manufacturer, to strengthen lateral relationships with manufacturing and supply chain, and mature into a broader leadership responsibility.

#### John's partial client list:

Allstate, The Aspen Institute, Illinois Tool Works, Price Waterhouse Coopers, the US Department of Justice, Yum Brands, Edwards Lifesciences and Mattel.

#### Coaching Areas of Expertise:

- Fact-based individual executive coaching utilizing various assessments as well as in-depth 360° feedback interviews that include an understanding of the organizational context. Emphasis on emotional intelligence and improving effectiveness in relationships.
- Rapidly creating a trust-based relationship with the leader being coached, while also building organizational support for their success.
- Role model and teach feedback and coaching skills for improved people development and effective team leadership.
- Practice and teach productive conflict management while identifying personal derailers and how they impact performance, relationships and advancement.



- Strategic thinking, executive presence, stress management, negotiating organizational trade-offs and other senior leadership skills.

#### **Business/Leadership Experience:**

John's executive level experience as international division head at Warner Bros. Consumer Products and Polaroid Corp. built a solid foundation for his leadership coaching and understanding of varied corporate and national cultures. In these roles he managed affiliate offices in major markets around the world. He has worked and lived in Europe and Asia. He has hands-on experience in the challenges of building a global business across various functional areas. He also led the travel/hospitality sector of JD Power & Associates where he worked with global hospitality sector C-level executives and boards of top companies to improve their customer focus. He continues to inspire a consistently customer-centric view of business with his clients. He is a decorated army officer.

#### **Certifications:**

He is certified as a Professional Coach as well as in a number of assessments: the MBTI, the Hay Emotional Competency Inventory 360, the mind-body FEBI personality assessment; and he is a trained group process facilitator.

#### **Education:**

John Heinritz received his coach training at the *Adler School of Professional Coaching*. He holds a business degree from the College of Santa Fe. He completed the Executive Program at the Kellogg School, Northwestern University, and has attended programs at the Aspen Institute and Wharton Business School.

#### **Coaching Philosophy:**

*John believes that life-long learning is a crucial leadership skill, which he role models and promotes. In each coaching engagement his focus is not on short-term problem solving but on engendering meaningful shifts and lasting change. His extensive business experience with successes and failures can help him relate to the challenges facing his clients and allows him to reach the intimate and candid level of dialogue. This leads the manager being coached to be more self-aware, understand and question the current state and explore, more maturely and creatively, his or her future visions. In a positive and action-oriented atmosphere, John's clients fulfill a great deal more of their latent potential.*

# DAVID E. MITTLE

208 Maynard  
Santa Fe, NM 87501

(505) 982-4021

January 5, 2014

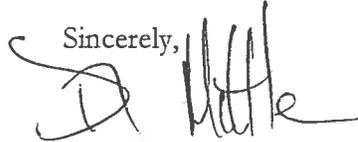
Board of Commissioners of Santa Fe County  
102 Grant Avenue  
Santa Fe, NM 87501

Dear Honorable Board of Commissioners:

By this letter, I hereby express my continued interest in remaining on the County's Ethics Board. My term will expire the end of January 2014 and I seek to be reappointed for another two years.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Mittle", written over the word "Sincerely,".

David E. Mittle



# DAVID E. MITTLE

## EMPLOYMENT

Mesa Steel, Inc  
February 2007 to present

Sole owner and president of Mesa Steel, a steel fabrication facility located in Santa Fe.

Tel West Communications LLC  
January 2005 to January 2007

General Counsel for Tel West, a Seattle Washington based competitive local exchange carrier. Primary responsibility for all legal and regulatory matters.

Law Office of David E. Mittle  
January 2004 to December 2004

General business, trial and appellate practice with a focus on regulatory matters. Represents non-profits and competitive local exchange carriers in matters before the Federal Communications Commission and state regulatory bodies.

Assistant Attorney General  
New Mexico Office of the Attorney General, Santa Fe, New Mexico  
May 2000 to December 2003

Attorney in the Water, Environment and Utilities Division. Responsibilities included advocating the interests of residential and small business consumers in telecommunication, electric and other utility matters before the Public Regulation Commission, Supreme Court of New Mexico, the Federal Communications Commission, and the New Mexico State Legislature.

Law Office of David E. Mittle  
July 1993 to May 2000

General business, real estate, trial and appellate practice. Advised corporations and individuals in business, real estate, financial management and civil litigation matters.

Associate  
Shafer, Ramsey & Mueller, P.C., Dallas, Texas  
May 1988 to July 1993

Responsible for all facets of this commercial litigation firm's state and federal court matters including, first and second chair trial experience, depositions, evidentiary hearings, motion docket and mediation. Developed expertise in complex litigation.



Chief Financial and Operating Officer  
Empire Systems Inc., Atlanta, Georgia  
March 1984 to January 1986

Directed development of Empire, a business involved in the design, acquisition and financing of cogeneration projects by public and private industries. Prepared complex funding structures and documentation for private placements and municipal bond financing.

Major work included *An Engineering and Economic Study of the City of Atlanta's, Bureau of Water, Water Pumping System.*

Principal  
Classic Investment Properties, Los Angeles, California  
March 1983 to February 1984

Structured leverage buyout to purchase world's largest collection of antique, vintage and special interest cars. Work included preparation of business plans and research and analysis of tax consequences.

Chief Financial Officer and Senior Vice President  
Commercial Bank of California, Beverly Hills, California  
November 1982 to February 1983

Responsible for financial and management operations and supervision of over 50 employees. Instituted systems of internal policy controls. Worked closely with the F.D.I.C. and state banking officials.

Staff Auditor  
Price Waterhouse, Los Angeles, California  
June 1980 to November 1982

Duties included accounting and auditing services for a variety of retail, manufacturing and service companies.

## EDUCATION

- |                       |  |
|-----------------------|--|
| <b>Legal</b>          | Southern Methodist University School of Law<br>Juris Doctor, May 1990<br>Honors- Research Assistant for Professor Marc I. Steinberg on issues of corporate securities law. Moot Court Justice. |
| <b>Graduate</b>       | University of California at Los Angeles<br>Graduate School of Management<br>Masters in Business Administration, June 1980  |
| <b>Under-Graduate</b> | University of California at San Diego<br>Bachelor of Arts, Economics, June 1977<br><i>Magna cum laude</i>  |
| <b>Member</b>         | State Bar of New Mexico; Bar # 6597<br>State Bar of Texas (inactive)   |
| <b>Licenses</b>       | New Mexico Construction and Industries; GS 24 #360746  |



**Lisa Katonak**

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**From:** LeonRYoung@aol.com  
**Sent:** Tuesday, January 21, 2014 11:36 AM  
**To:** Lisa Katonak  
**Subject:** Letter Requesting Reappointment to the County Ethics Board

TO: Santa Fe County Manager's Office

Attention: Lisa Roybal Katonak

I am applying for reappointment to the Ethics Board of Santa Fe County for another term.

My professional experience in Ethics consists of conducting Ethics training on the federal, state, and local levels. I speak at professional conferences in both the federal and private sectors.

I serve on the Association of Government Accountability's Ethics Board as an ex officio member. I author a column on Ethics for the Journal of Government Financial Management.

In July 2013, I received the AGA's National President's Award "In recognition of Leon Young's strong and outstanding leadership as a proponent of Ethics and its importance to AGA and to the public in advancing government accountability".

This award was presented to me at the AGA's National Conference in Dallas.

I am applying for another term on the Ethics Board because I have enjoyed my first term and want to continue to contribute to the Board as we move forward with the County's Ethics policy and issues. My knowledge, experience, and expertise on the federal and state levels permit me to contribute to the County Ethics Board.

I appreciate your consideration.

*Leon R. Young*  
505-989-4881 (h)  
505-699-0198 (c)







Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

To: Board of County Commissioners

From: Teresa Martinez, Finance Director *gan*

Through: Katherine Miller *km*

Date: February 12, 2014

RE: **Resolution 2014- A Resolution Requesting A Budget Increase To The General Fund (101), Road Maintenance Fund (204), And The Sheriff's Operating Fund (246) And A Budget Decrease To The Capital Outlay GRT Fund (313) As A Result Of Needs Brought Forward At Mid-Year Budget Hearings /\$6,204 Net. (Finance/Teresa Martinez)**

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## ISSUE

The Finance Division is seeking approval to adjust various funds' budgets (General Fund-101, Road Maintenance Fund -204, Sheriff's Operating Fund (246) and the Capital Outlay GRT Fund-313). Adjustments to these budgets are being requested as a result of needs brought forward by departments at the Mid-Year Budget Hearings.

## BACKGROUND

Between January 24 and January 31, 2014 the Finance Division conducted Mid-Year Budget Hearings. The Finance Division met individually with all Elected Offices and Department/Divisions to discuss the status of each budget and any needs or changes that were required. As a result of these hearings a number of adjustments are being requested to address those needs.

### **Budget Adjustments**

A summary of the budget adjustments that are being requested can be found on the following spreadsheet.

**FY 2014 Mid-Year Resolution**

FUND/DEPT/DIVISION	AMOUNT	DESCRIPTION
<b>GENERAL FUND</b>		
Operating Transfer Out	\$ 2,000	Transfer to Sheriff's Office for aerial support for law enforcement.
CSD/Senior Services	\$ 40,738	add'l grant funding received from NMAAA
CSD/Senior Services	\$ (2,784)	Excess budget to be used to offset new property insurance premiums which exceeded the established budget.
GMD/Building and Development	\$ 100	Purchase cell phone for new code enforcement officer.
GMD/Building and Development	\$ 500	Operational supplies for new code enforcement officer.
GMD/Building and Development	\$ 1,000	Uniform for new code enforcement officer.
GMD/GIS	\$ 12,000	Replacement of two GIS units.
Treasurer's Office	\$ 1,000	Additional fuel usage due to outreach program established by Treasurer.
ASD/IT	\$ 35,000	Workflow software estimated at \$135K, current budget is \$100K.
ASD/IT	\$ 24,000	Upgrade uninterrupted power supply for servers.
ASD/Risk	\$ (16,912)	Excess budget to be used to offset new property insurance premiums which exceeded the established budget.
ASD/Risk	\$ 20,913	Cyber security coverage not included in new policy.
PWD/Property Control	\$ 38,919	New property insurance premium exceeds budget.
PWD/Solid Waste	\$ 4,857	New property insurance premium exceeds budget.
<b>TOTAL GENERAL FUND</b>	<b>\$ 161,331</b>	
<b>ROAD MAINTENANCE FUND</b>		
PWD/Road Maintenance	\$ 7,067	Increase budget to for property insurance premiums which exceeded the established budget.
<b>TOTAL ROAD MAINTENANCE FUND</b>	<b>\$ 7,067</b>	
<b>SHERIFF'S OPERATING FUND</b>		
Sheriff's Office	\$ 2,000	Increase budget to procure aerial support services for law enforcement.
<b>TOTAL ROAD MAINTENANCE FUND</b>	<b>\$ 2,000</b>	
<b>CAPITAL OUTLAY GRT FUND</b>		
Edgewood Open Space	\$ (115,124)	Correct project budget carried forward.
Agua Fria Park Improvement	\$ (25,472)	Correct project budget carried forward.
Admin Bldg. Improvements	\$ (23,598)	Correct project budget carried forward.
<b>TOTAL SPECIAL APPROPRIATIONS FUN</b>	<b>\$ (164,194)</b>	
<b>NET TOTAL BUDGET INCREASE</b>	<b>\$ 6,204</b>	

**RECOMMENDATION**

The Finance Division recommends the above Mid-Year budget adjustments are approved.

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on February 25, 2014, did request the following budget adjustment:

Department / Division: CMO/Finance for Various Other Departments Fund Name: General Fund (101), Road Maintenance Fund (204), Sheriff's Operating Fund (246), Capital Outlay GRT Fund (313)

Budget Adjustment Type: Increase Funds 101, 204, 246 / Decrease Fund 313 Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0489	341	7000	Charges for Service - Area Agency on Aging	\$40,738	
101	0000	311	0501	General Fund/Property Taxes - Current Year	\$120,593	
204	0000	385	0200	Road Maintenance Fund/Budgeted Cash	\$7,067	
246	0000	390	0101	Sheriff's Operating Fund/Operating Transfer In	\$2,000	
313	0000	385	0200	Capital Outlay GRT/Budgeted Cash		\$164,194
<b>TOTAL (if SUBTOTAL, check here <input checked="" type="checkbox"/>)</b>					<b>\$170,398</b>	<b>\$164,194</b>

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0489	461	5090	CSD/Seniors Svcs. Admin/Other Prof. Services	\$40,738	
101	0516	414	6001	GMD/Bldg. & Dev./Non-consumable supplies	\$100	
101	0516	414	6007	GMD/Bldg. & Dev./Operational Supplies	\$500	
101	0516	414	6003	GMD/Bldg. & Dev./Uniforms & Linens	\$1,000	
<b>TOTAL (if SUBTOTAL, check here <input checked="" type="checkbox"/>)</b>					<b>\$42,338</b>	

Requesting Department Approval: Carole Jaramillo Title: Budget Administrator Date: 2/12/14  
 Finance Department Approval: [Signature] Date: 2/11/14 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: [Signature] Date: 2-17-14 Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
<b>TOTAL (if SUBTOTAL, check here X )</b>					\$	\$

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	1001	418	3501	Treasurer's Office/ Fuel	\$1,000	
101	1502	412	5003	ASD/IT/Contractual Services	\$24,000	
101	1502	412	8016	ASD/IT/Computer Software	\$35,000	
101	1517	412	7503	ASD/Risk Management/Auto Insurance Premiums		\$10,053
101	0489	461	7503	CSD/Seniors Program Admin/Auto Ins. Premiums		\$2,225
101	0702	415	7504	ASD/Property Control/Property Ins. Premiums	\$38,919	
101	0605	443	7504	PWD/Solid Waste/Property Ins. Premiums	\$4,857	
101	1517	412	7506	ASD/Risk Management/Gen. Liab. Ins.		\$5,439
101	0489	461	7506	CSD/Seniors Program Admin/Gen. Liab. Ins.		\$443
101	1517	412	7505	ASD/Risk Management/Prof. Liability Ins. Prem.		\$1,420
101	0489	461	7505	CSD/Seniors Program Admin/Prof. Liab. Ins.		\$116
101	1502	412	7521	ASD/IT/Cyber Security Insurance Premium	\$20,913	
101	0514	412	8003	GMD/GIS/Equipment and Machinery	\$12,000	
101	0000	490	0246	General Fund/Operating Transfers Out	2,000	
<b>Subtotal General Fund</b>					<b>\$181,027</b>	<b>\$19,696</b>
<b>TOTAL (if SUBTOTAL, check here X )</b>					<b>\$138,689</b>	<b>\$19,696</b>

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
<b>TOTAL (if SUBTOTAL, check here )</b>					\$	\$

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
204	0611	451	7503	Road Maintenance/Auto Insurance Premiums		\$4,120
204	0611	451	7504	Road Maintenance Fund/Property Ins. Premium	\$11,940	
204	0611	451	7505	Road Maintenance Fund/Prof. Liab. Ins. Premium		\$156
204	0611	451	7506	Road Maintenance Fund/General Liab. Ins.		\$597
				<b>Subtotal Road Maintenance Fund</b>	<b>\$11,940</b>	<b>4,873</b>
246	1201	424	5003	Sheriff's Operating Fund/Contractual Services	\$2,000	
				<b>Subtotal Sheriff's Operating Fund</b>	<b>\$2,000</b>	
313	7715	481	8010	Capital Outlay GRT/Edgewood OS		\$115,124
313	0732	481	8001	Capital Outlay GRT/Agua Fria Park Imp.		\$25,472
313	7124	483	8001	Capital Outlay GRT/Admin Building Improve.		\$23,598
				<b>Subtotal Capital Outlay GRT Fund</b>	<b>\$0</b>	<b>\$164,194</b>
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>\$194,967</b>	<b>\$188,763</b>

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Carole Jaramillo Dept/Div: CMO/Finance for Various Departments Phone No.: 505-986-6321

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.

The purpose of this resolution is to adjust various funds' budgets based upon needs as discussed during mid-year budget reviews with Elected Offices and Departments countywide. These changes include: budgeting additional earned income for Senior Services, adding operational funding for a Code Enforcement Officer that was approved in the original FY 2014 budget, increased funding for fuel in the Treasurer's Office for additional outreach activities, funding for critical IT needs, increased funding needed for property insurance and cyber security insurance premiums, reductions to project budgets carried forward from FY 2013 and an increase to the Sheriff's Operating fund (via a General Fund Transfer) to engage in the HALO Program which provides aerial support for law enforcement.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
101-1502-412-5003	Contractor to work with staff to reduce security risks within the County's information technology network	\$24,000
101-1502-412-8016	Increase budget for workflow software project currently funded at \$100K	\$35,000
101-0514-412-8003	2 GPS units in the GIS section need to be replaced	\$12,000
246-1201-424-5003	HALO Program for aerial law enforcement support for FY 2014 4 <sup>th</sup> quarter	\$2,000
313-7715-481-8010	Reduce Edgewood Open Space FY 2014 project budget	\$115,124
313-0732-481-8001	Reduce Agua Fria Park FY 2014 project budget	\$25,472
313-7124-483-8001	Reduce Admin Building Upgrades FY 2014 project budget	\$23,598

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:**

Name: Carole Jaramillo Dept/Div: CMO/Finance for Various Departments Phone No.: 505-986-6321

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 2) Is the budget action for RECURRING expense X or for NON-RECURRING (one-time only) expense X
  
- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES NO NO X  
If YES, cite statute and attach a copy.  
General Fund – Cash and State Grant, Road Maintenance Fund – Cash, Capital Outlay GRT – Cash, Water Enterprise Fund – Charges for Service and Cash
  
  - b) Does this include state or federal funds? YES X NO NO  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
  
  - c) Is this request is a result of Commission action? YES NO NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  
  - d) Please identify other funding sources used to match this request.

**SANTA FE COUNTY**

**RESOLUTION 2014 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

**Approved, Adopted, and Passed This 25th Day of February, 2014.**

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Daniel W. Mayfield, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk





Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

To: Board of County Commissioners

From: Teresa Martinez, Finance Director 

Through: Katherine Miller 

Date: February 12, 2014

RE: **Resolution 2014- A Resolution Requesting A Budget Decrease To The Water Enterprise Fund (505) And A Decrease To The General Fund (101)Transfers In As A Result Of Issues Brought Forward At Mid-Year Budget Hearings / \$302,621. (Finance/Teresa Martinez, Public Works/Adam Leigland)**

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## ISSUE

The Finance Division is seeking approval to increase the Water Enterprise Fund (505) as a result of issues brought forward at the Utilities Division Mid-Year Budget Hearing.

## BACKGROUND

Between January 24 and January 31, 2014 the Finance Division conducted Mid-Year Budget Hearings. The Finance Division met with the Public Works Department/Utilities Division to discuss the status of their budget. Among the issues raised was the need to adjust the revenue budget due to an estimated shortfall in revenue. Simultaneously, there are critical needs associated with annexation (i.e. the purchase of water meters, meter reading equipment, etc.) which exceed the amount anticipated in the original budget. Further, a realignment of line items within the Water Enterprise Fund was needed to ensure that budget authority resides in the correct line item for the expenses needed to maintain and expand the operation of the Utility. As a result of these discussions the Utilities Division carefully reviewed their budget and proposed revisions to both the revenue budget and the expense budget. These revisions result in a decrease to the total Water Enterprise Fund budget of \$302,621. Among the revisions is the elimination of a transfer to the General Fund which was in the original budget as a means of partially reimbursing the General Fund for internal services performed for the Utility by Finance, Purchasing, Legal and ASD. This reimbursement will not be made in FY 2014 but will be budgeted in FY 2015 in an effort to move the utility towards a true self-sustaining enterprise.

## **Budget Adjustments**

A summary of revisions to the Water Enterprise Fund can be found on the following spreadsheet.

## Mid-Year Water Enterprise Fund Adjustment

FY 2014

Category	Inc./Dec.	Description of Adjustment
Charges for Service - Water	(502,870)	Changes related to annexation slower than anticipated in original budget.
Miscellaneous Revenue - Water	(50,559)	Hagerman well no longer being utilized.
Charges for Service - Wastewater	(30,082)	Changes related to annexation slower than anticipated in original budget.
Budgeted Cash	280,890	Needed to offset reductions in earned income.
<b>Net Revenue Adjustment</b>	<b>(302,621)</b>	
Personnel Expenses - Water	(247,162)	Vacancy savings being captured to offset other increases.
Operating Expenses - Water	26,433	Net of line item adjustments.
Personnel Expenses - Aamodt	(24,253)	Vacancy savings being captured to offset other increases.
Operating Expenses - Aamodt	20,600	Operating expenses not included in original budget.
Personnel Expenses - Wastewater	(64,408)	Vacancy savings being captured to offset other increases.
Operating Expenses - Wastewater	96,168	Net of line item adjustments. Primary increase is due to a fee charged by the City for accepting Wastewater from the County which was not in the original budget.
Operating Transfer to General Fund	(110,000)	
<b>Net Expense Adjustment</b>	<b>(302,621)</b>	

### RECOMMENDATION

The Finance Division recommends that the Water Enterprise Fund (505) is decreased by \$302,621 and the General Fund is decreased by \$110,000 per the above summary.

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on February 25, 2014, did request the following budget adjustment:

Department / Division: CMO/Finance for PWD/Water Fund Name: Water Enterprise Fund (505)  
 Budget Adjustment Type: Increase Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1410	342	0100	Water Enterprise Fund/Commercial Water		\$268,524
505	1410	342	0300	Water Enterprise Fund/Stand by	\$84,584	\$9,173
505	1410	342	0500	Water Enterprise Fund/Residential Usage	\$2,180	
505	1410	342	0800	Water Enterprise Fund/Miscellaneous	\$97	
505	1410	342	0801	Water Enterprise Fund/Penalties	\$70	
505	1410	342	0803	Water Enterprise Fund/Meter Opt-Out Fee		\$178,193
505	1410	342	1001	Water Enterprise Fund/Treated Water		\$455,890
<b>TOTAL (if SUBTOTAL, check here x )</b>					<b>\$86,931</b>	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1410	444	1021	Water Enterprise/Water/Exempt Employees		\$50,730
505	1410	444	1022	Water Enterprise/Water/Permanent Employees		\$140,465
505	1410	444	1025	Water Enterprise/Water/Overtime		\$5,325
505	1410	444	1026	Water Enterprise/Water/Term Employees	\$23,495	
<b>TOTAL (if SUBTOTAL, check here X )</b>					<b>\$23,495</b>	<b>\$196,520</b>

Requesting Department Approval: Carole Jaramillo Title: Budget Administrator Date: 2/12/14  
 Finance Department Approval: Shawn O'Connell Date: 2/17/14 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: Sal Hernandez Date: 2/17/14 Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1410	342	1002	Water Enterprise Fund/Effluent/Raw Water		\$172,883
505	1410	342	1003	Water Enterprise Fund/Mutual Domestic	\$40,927	
505	1410	342	1100	Water Enterprise Fund/Bulk Water Sales		\$4,166
505	1410	342	1201	Water Enterprise Fund/Svc. Connect Residential	\$2,750	
505	1410	342	1202	Water Enterprise Fund/Svc. Connect Non-Res.	\$19,532	
505	1410	342	1205	Water Enterprise Fund/Meter Installation Charge	\$11,350	
505	1410	342	1301	Water Enterprise Fund/Line and Hydrants	\$9,900	
505	1410	342	9000	Water Enterprise Fund/Contra- Gov't GRT		\$23,398
<b>TOTAL (if SUBTOTAL, check here X )</b>					<b>\$84,459</b>	<b>\$200,447</b>

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1410	444	2001	Water Enterprise Fund/Water/FICA-Regular		\$11,584
505	1410	444	2002	Water Enterprise Fund/Water/FICA-Medicare		\$2,709
505	1410	444	2003	Water Enterprise Fund/Water/Retirement Contrib.		\$37,325
505	1410	444	2005	Water Enterprise Fund/Water/Health Care		\$18,834
505	1410	444	2006	Water Enterprise Fund/Water/Retiree Healthcare		\$3,685
505	1410	444	3003	Water Enterprise Fund/Water/I/S Meals & Lodg.		\$1,495
505	1410	444	3501	Water Enterprise Fund/Water/Fuel		\$12,682
505	1410	444	3502	Water Enterprise Fund/Water/Oil	\$242	\$83
505	1410	444	3503	Water Enterprise Fund/Water/Vehicle Maint		\$656
505	1410	444	4001	Water Enterprise Fund/Water/Bldgs & Structures	\$47,982	\$6,003
505	1410	444	4002	Water Enterprise Fund/Water/Equipment Maint	\$20,000	
505	1410	444	4003	Water Enterprise Fund/Water/Infrastructure Maint		
505	1410	444	5003	Water Enterprise Fund/Water/Contractual Svcs.		
505	1410	444	5090	Water Enterprise Fund/Water/Other Services	\$17,949	\$3,842
505	1410	444	6001	Water Enterprise Fund/Water/Non-Cons. Supplies	\$10,452	
505	1410	444	6002	Water Enterprise Fund/Water/Safety Equipment		
<b>TOTAL (if SUBTOTAL, check here X )</b>					<b>\$96,625</b>	<b>\$98,898</b>

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

### BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1420	342	0100	Water Enterprise Fund/Commercial WW	\$30,952	\$54,733
505	1420	342	0500	Water Enterprise Fund/Residential WW		\$6,481
505	1420	342	1201	Water Enterprise Fund/Svc. Connect. Rest	\$180	\$50,559
505	1420	342	9000	Water Enterprise Fund/Contra-Gov't GRT		\$17,925
505	1425	360	0121	Water Enterprise Fund/Hagerman Well		
505	1471	342	0802	Water Enterprise Fund/San JuanChama-BOR		
505	0000	385	0500	Water Enterprise Fund/Budgeted Cash	\$280,890	\$786,035
101	0000	390	0505	Subtotal for Water Enterprise Fund	\$483,414	
<b>TOTAL (if SUBTOTAL, check here )</b>				General Fund Transfer In	\$483,414	\$896,035

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1410	444	6003	Water Enterprise Fund/Water/Uniforms		\$1,871
505	1410	444	6005	Water Enterprise Fund/Water/Non-Cap. Med		\$2,015
505	1410	444	6007	Water Enterprise Fund/Water/Operational Sup.		\$15,340
505	1410	444	7001	Water Enterprise Fund/water/Rent of Equipment	\$1,213	
505	1410	444	7002	Water Enterprise Fund/ Water/Rent of Land		\$13,325
505	1410	444	7003	Water Enterprise Fund/Water/Telephone		\$23
505	1410	444	7004	Water Enterprise Fund/Water/Electricity		\$75
505	1410	444	7033	Water Enterprise Fund/Water/Seminars		\$4,720
505	1410	444	7036	Water Enterprise Fund/Water/Postage and Mail	\$1,700	\$943
505	1410	444	7037	Water Enterprise Fund/Water/ Printing		\$100
505	1410	444	7041	Water Enterprise Fund/Water/Recording		\$10,999
505	1410	444	7044	Water Enterprise Fund/Water/Purch for Re-sale		
505	1410	444	7090	Water Enterprise Fund/Water/Miscellaneous		
505	1415	444	1026	Water Enterprise Fund/Aamodt/Term Employees	\$1,067	\$17,740
505	1415	444	2001	Water Enterprise Fund/Aamodt/FICA-Regular		\$1,394
505	1415	444	2002	Water Enterprise Fund/Aamodt/FICA-Medicare		\$559
<b>TOTAL (if SUBTOTAL, check here X )</b>					\$3,980	\$69,104

RESOLUTION 2014 -

BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
<b>TOTAL (if SUBTOTAL, check here )</b>						

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY/LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1415	444	2003	Water Enterprise Fund/Aamodt/Ret. Contributions		\$7,433
505	1415	444	2005	Water Enterprise Fund/Aamodt/Healthcare	\$3,608	
505	1415	444	2006	Water Enterprise Fund/Aamodt/Retiree Healthcare		\$735
505	1415	444	3501	Water Enterprise Fund/Aamodt/Fuel	\$1,000	
505	1415	444	3502	Water Enterprise Fund/Aamodt/Oil	\$100	
505	1415	444	5090	Water Enterprise Fund/Aamodt/Other Services	\$15,000	
505	1415	444	6007	Water Enterprise Fund/Aamodt/Operational Sup.	\$1,000	
505	1415	444	7003	Water Enterprise Fund/Aamodt/Telephone	\$500	
505	1415	444	7033	Water Enterprise Fund/Aamodt/Seminars	\$800	
505	1415	444	7036	Water Enterprise Fund/Aamodt/Postage	\$1,000	
505	1415	444	7037	Water Enterprise Fund/Aamodt/Printing	\$1,200	
505	1420	445	1021	Water Enterprise Fund/WW/Exempt Employees		\$9,385
505	1420	445	1022	Water Enterprise Fund/WW/Permanent Emps		\$32,200
505	1420	445	1025	Water Enterprise Fund/WW/Overtime		\$939
505	1420	445	1026	Water Enterprise Fund/WW/Term Employees		\$2,590
505	1420	445	2001	Water Enterprise Fund/WW/FICA-Regular	\$3,184	
505	1420	445	2002	Water Enterprise Fund/WW/FICA-medicare		\$606
505	1420	445	2003	Water Enterprise Fund/WW/Retirement Contrib		\$8,360
505	1420	445	2005	Water Enterprise Fund/WW/Healthcare		\$12,686
505	1420	445	2006	Water Enterprise Fund/WW/Retiree Healthcar		\$826
505	1420	445	3003	Water Enterprise Fund/WW/Meal & Lodging		\$293
505	1420	445	3502	Water Enterprise Fund/WW/Oil		\$189
<b>TOTAL (if SUBTOTAL, check here X)</b>					\$27,392	\$76,242

# RESOLUTION 2014 - \_\_\_\_\_

## BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
<b>TOTAL (if SUBTOTAL, check here)</b>						

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
505	1420	445	4001	Water Enterprise Fund/WW/Bldgs. & Structures	\$11,099	
505	1420	445	4002	Water Enterprise Fund/WW/Equipment	\$6,310	\$15,508
505	1420	445	4003	Water Enterprise Fund/WW'/Infrastructure Maint		
505	1420	445	4010	Water Enterprise Fund/WW/Pest Control	\$1,219	
505	1420	445	5003	Water Enterprise Fund/WW/Contractual Svcs.	\$23,412	
505	1420	445	5090	Water Enterprise Fund/WW/Other Services		
505	1420	445	6003	Water Enterprise Fund/WW/Uniform Exp	\$4,234	\$23,695
505	1420	445	6007	Water Enterprise Fund/WW/Operational Supp		\$1,500
505	1420	445	7002	Water Enterprise Fund/WW/Rent of Land		
505	1420	445	7003	Water Enterprise Fund/WW/Telephone	\$510	\$2,325
505	1420	445	7004	Water Enterprise Fund/WW/Electricity	\$2,476	
505	1420	445	7005	Water Enterprise Fund/WW/Gas and Heating		
505	1420	445	7033	Water Enterprise Fund/WW/Seminars		\$200
505	1420	445	7044	Water Enterprise Fund/WW/Purchase for Re-sale	\$97,976	\$1,607
505	1420	445	7090	Water Enterprise Fund/WW/Miscellaneous		\$5,750
505	0000	490	0101	Water Enterprise Fund/Transfer Out to Gen. Fund		\$110,000
101	0303	412	1090	<b>Subtotal Water Enterprise Fund</b>	<b>\$298,728</b>	<b>\$601,349</b>
				Non-Departmental		\$110,000
<b>TOTAL (if SUBTOTAL, check here)</b>						

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Carole Jaramillo Dept/Div: CMO/Finance for PWD/Water Phone No.: 505-986-6321

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 1) Please summarize the request and its purpose.  
 This resolution will reduce the charges for services revenue of the Water Enterprise Fund and increase the use of cash as well as realigning the expense budget to reflect changes needed to operate the water and wastewater utility under the annexation settlement agreement with the increase in its customer base. The resolution will also increase the infrastructure maintenance line item to ensure adequate funding is available to repair line breaks. The resolution will also reduce the operating transfer from the Water Enterprise Fund to the General Fund which was in the original budget to partially reimburse the General Fund for administrative services provided by Finance, Purchasing, Legal and ASD. Due to the revenue shortfall this reimbursement will not be made.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title
505-14XX	Overall reduction in personnel expenses due to vacancy	All	

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
505-14XX-444/445	Realign and reduce contractual services budgets	Net (34,127)

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 2) Is the budget action for RECURRING expense X or for NON-RECURRING (one-time only) expense X

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Carole Jaramillo Dept/Div: CMO/Finance for PWD/Water Phone No.: 505-986-6321

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.  
Water Enterprise Fund -- Charges for Service and Cash
  - b) Does this include state or federal funds? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
  - c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

**SANTA FE COUNTY**

**RESOLUTION 2014 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 25th Day of February, 2014.

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Daniel W. Mayfield, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk





Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** *February 12, 2014*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Procurement Manager BT*

**VIA:** *Katherine Miller, County Manager*  
*Jeff Trujillo, ASD Director*  
*Adam Leigland, Public Works Director*

**ITEM AND ISSUE:** *BCC Meeting February 25, 2014*

**REQUEST APPROVAL OF AGREEMENT #2014-0137-PW/MS CONSTRUCTION OF OSCAR HUBER MEMORIAL BALLPARK PHASE II TO ESA CONSTRUCTION, INC. IN THE AMOUNT OF \$269,300.00, EXCLUSIVE OF GRT (BILL TAYLOR)**

**Issue:**

In an effort to complete the second phase of a this two phase project, Santa Fe County Purchasing Division on behalf of the Public Works Department issued an Invitation for Bid (IFB) #2014-0137-PW/MS Construction of Oscar Huber Memorial Ballpark Phase II.

Two bids were received from the following qualified bidders:

ESA Construction, Inc. (Albuquerque, NM) – Base Bid \$267,000  
Lockwood Construction (Santa Fe, NM) – Base Bid \$275,000

The IFB included four (4) bid additive/alternates. Only bid alternate # 3 -Tree removal and stone wall repair totaling \$2,300 was accepted bringing the contract amount for approval to \$269,300, exclusive of NMGRT.

**Background:**

The Oscar Huber Memorial Ballpark is owned and operated by the Village of Madrid. The 2009 State Legislature appropriated \$302,986 to Santa Fe County through the DFA/Local Government

Division to plan, design, construct and equip improvements to the Ballpark. Santa Fe County Public Works and Purchasing Division solicited Invitation for Bid (IFB) #2010-395-PW/MS Construction of Oscar Huber Memorial Ballpark in May 2010. ESA Construction was awarded the contract in the amount of \$243,719.96, exclusive of GRT. The electrical work, and seating for the ballpark was not completed due to limited grant funds from the State of New Mexico Capital Outlay for the project.

In 2012 an additional State appropriation totaling \$332,000 was granted to Santa Fe County to plan, design, construct and equip improvements, including electrical and accessibility improvements to the Oscar Huber Memorial Ballpark.

**Action Requested:**

Board of County Commission approval and authorization to enter into Agreement #2014-0137-PW/MS Construction of Oscar Huber Memorial Ballpark Phase II with ESA Construction, Inc. in the amount of \$269,300.00, exclusive of GRT.

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

*Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT No. 2014-0137-PW/MS made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014

BETWEEN the Owner:

Santa Fe County  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

and the Contractor:  
*(Name, legal status, address and other information)*

ESA Construction, Inc.  
3435 Girard Blvd. NE  
Albuquerque, NM 87107

for the following Project:  
*(Name, location and detailed description)*

2014-0137-PW/MS CONSTRUCTION OF OSCAR HUBER MEMORIAL BALLPARK PHASE II  
The Oscar Huber Memorial Ballpark located on NM Highway 14 in Madrid, New Mexico.

Construction of the Oscar Huber Memorial Ballpark Phase II, Improvements to the grandstands include (seating, electrical and accessibility improvements).

The Architect:

Spears Architects, Inc.  
1334 Pacheco Street  
Santa Fe, New Mexico 87505  
Agreement Between Owner and Architect No. 2014-0037-PW/MS

The Owner and Contractor agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Work to be performed under this Contract shall commence upon the Owner's issuance of a written Notice to Proceed.

*(Paragraph deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred and fifty (150) weather working days from the date of commencement, or as follows:

*(Table deleted)*

*(Paragraphs deleted)*

Init.

§ 3.4 Contractor and Owner agree that Owner will suffer financial loss if the work is not completed within the time stated in §3.3 above. The Contractor and Owner agree that the liquidated damages stated herein represent the Owner's probable damages and not a penalty. Liquidated damages in the amount of One Hundred Fifty Dollars (\$150.00) per day shall be assessed for each day that expires after the date of substantial completion until substantial completion is achieved and a Certificate of Substantial Completion is issued by the Owner.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Sixty-Nine Thousand Three Hundred Dollars and no cents (\$ 269,300.00 ), exclusive of NM GRT, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Additive Alternate #3      Tree Removal and Stone Wall Repair      \$ 2,300.00

*(Paragraphs deleted)*

#### § 4.3 Lump Sum Prices:

Base Bid	\$267,000.00
Additive Alternate #3	\$ 2,300.00
TOTAL	\$269,300.00

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21st day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty-one (21 ) days after the Owner receives the Application for Payment from the Architect.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. A copy of the Contractor's most recent schedule of values is attached hereto as Attachment I.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

*(Paragraph deleted)*

- .2 Subtract the aggregate of previous payments made by the Owner; and
- .3 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

*(Paragraph deleted)*

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Intentionally Omitted

*(Paragraphs deleted)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 21 days after the issuance of the Architect's final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

Paragraph Deleted - Intentionally Omitted

*(Paragraphs deleted)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved, the method of binding dispute resolution shall be as follows:

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Init.

[ ] Other (Specify)

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

One and one-half percent (1.5%) per month

§ 8.3 The Owner's representative:

David Padilla, Project Manager  
Public Works Department  
Santa Fe County  
102 Grant Avenue  
PO Box 276  
Santa Fe, NM 87504-0276

§ 8.4 The Contractor's representative:

Steve Pannell, Vice President  
ESA Construction, Inc.  
3435 Girard Blvd. NE  
Albuquerque, NM 87107

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:15:03 on 02/03/2014 under Order No.3607831176.1 which expires on 03/27/2014 and is not for resale.

User Notes:

(1098012004)

§ 9.1.

Document	Title	Date	Pages
Attachment 1	Schedule of Values		

(Table deleted)

(Paragraph deleted)

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A SPECIFICATIONS, Divisions 1 through 33 dated September 26, 2013.

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B PLANS & DRAWINGS dated October 1, 2013.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	December 23, 2013	12
Addendum #2	December 27, 2013	1
Addendum #3	January 6, 2014	4
Addendum #4	January 10, 2014	5
Addendum #5	January 13, 2014	5
Addendum #6	January 13, 2014	1
Addendum #7	January 16, 2014	7

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

- .1 Other documents, if any, listed below:
  - a. Contractor's non-collusion affidavit
  - b. Sub-contractor's non-collusion affidavit
  - c. Contractor's Certification of Equal Employment Opportunity
  - d. Sub-contractor's Certification of Equal Employment

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. Contractor shall also provide and maintain Performance and Payment Bonds each in the amount equal to the Contract sum of

Two Hundred Sixty-Nine Thousand Three Hundred Dollars (\$269,300.00). The bonds shall be issued by a surety authorized to do business in the State of New Mexico and who is approved in Federal Circular 570 as published by the U.S. Treasury Department.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Daniel W. Mayfield, Chairman  
Santa Fe Board of County Commissioners

*Steven C Pannell*  
CONTRACTOR (Signature and date)

ATTEST TO:

Geraldine Salazar, County Clerk

(Printed name and title)

*STEVEN C PANNEK, VICE-PRESIDENT*  
(Printed name and title)  
Federal Tax Identification No.

*85-0365630*

(Paragraph deleted)

APPROVED AS TO FORM:

*Stephen C. Ross* Date: *2/3/14*  
Stephen C. Ross

FINANCE DEPARTMENT APPROVAL:

*Teresa C. Martinez*  
Date: *2/6/14*  
Teresa C. Martinez  
Santa Fe County Finance Director

*Katherine Miller*  
Katherine Miller  
County Manager  
*2-9-14*



# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## **General Conditions of the Contract for Construction**

for the following PROJECT:

2014-0137-PW/MS CONSTRUCTION OF OSCAR HUBER MEMORIAL BALLPARK  
PHASE II

The Oscar Huber Memorial Ballpark located on NM Highway 14 in Madrid, New Mexico.

### **THE OWNER:**

*(Name, legal status and address)*

Santa Fe County  
PO Box 276  
Santa Fe, NM 87504-0276

### **THE ARCHITECT:**

*(Name, legal status and address)*

Spears Architects Inc.  
1334 Pacheco Street  
Santa Fe, New Mexico 87505

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

*(Paragraphs deleted)*

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

*(Paragraphs deleted)*

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§ 1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event of conflicts within the Contract Documents, the most restrictive or otherwise most beneficial to the Owner shall apply. Other rules for conflicts within the Contract Documents are:

1. Addenda shall govern all other Contract Documents and subsequent agenda shall govern over earlier addenda;
2. Between drawings and specifications, the specifications shall govern;
3. Within the drawings, a schedule, when identified as such, shall govern over notes or other directions, specific notes shall govern over general notes, dimensions shall prevail over scaled measurements and large scale drawings shall govern over smaller scale drawings.
4. General Conditions shall govern over conflicting portion(s) of other Contract Documents, except as modified by Supplementary Conditions or Addenda.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as

otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraphs deleted)*

## **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 2.2.2**

*(Paragraph deleted)*

**§ 2.2.3** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.4** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

*(Paragraph deleted)*

## **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

## **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In exercising the Owner's right to carry out the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of costs incurred.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.1 Contractor shall furnish a written warranty of workmanship to the Owner that warrants Contractor's work for minimum period of one (1) year following final completion of the Work.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

*(Paragraphs deleted)*

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

*(Paragraphs deleted)*

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a propose superintendent. The Owner shall reply within ten (10) days to the Contractor in writing. Failure of the Owner or Owner's Project Representative to reply within the ten (10) day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. Contractor's schedule of submittals must provide a workable arrangement acceptable to Owner for reviewing and processing the required submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when

submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. In claims against

any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

*(Paragraph deleted)*

§ 3.18.3 This section shall be construed so that the indemnity obligations of the Contractor and those for whom the Contractor may be liable conform to NMSA 1978, Section 56-7-1.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

*(Paragraph deleted)*

§ 4.2.1 The Owner's Project Manager will provide day to day administration of the Contract and will be the Owner's representative during construction until the date the Owner and Architect issue the final Certificate for Payment. The Owner's Project Manager will have the authority to act on behalf of the Owner to the extent provided in the Contract Documents.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

*(Paragraph deleted)*

§ 4.2.3 On the basis of site visits, the Owner's Project Manager will keep the Owner informed about the progress and quality of the portion of the Work completed and report to the Owner and deviations, defects or deficiencies observed in the Work. The Owner's Project Manager or the Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Project Representative or Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor's, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

*(Paragraphs deleted)*

**§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Project Manager about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect and Owner's Project Manager will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and

decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

*(Paragraphs deleted)*

§ 4.2.11 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

*(Paragraph deleted)*

§ 5.2.1 The Contractor, as soon as practicable after the award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) purposed for each principal portion of the Work. The individuals-persons shall be those identified in the bid submission. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such identified person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection.

§ 5.2.3 If the Owner or Architect objects to a person or entity identified by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. Contractor shall not substitute a subcontractor if doing so would violate the Subcontractors Fair Practices Act, NMSA 1978, § 13-4-31 et. seq.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

**ARTICLE 7 CHANGES IN THE WORK**

**§ 7.1 GENERAL**

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**§ 7.2 CHANGE ORDERS**

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 The allowance for the combined overhead (general administration, overhead, supervision, project insurance, submittal preparation and processing) and profit included in the total cost of Change Orders and Change directives to the Owners, shall be based on the following schedule:

Entity Performing Work	Subtotal before applying the percentage shown	
	\$0-\$5,000	\$5,000 and above
Contractor for work performed by his own forces	15%	12%
Contractor for work performed by subcontractor	5%	3%
Subcontractor for work performed by his own forces	10%	7%
Subcontractor for work performed by Sub-subcontractor	5%	3%

§ 7.2.2 No Change Order or Construction Change Directive that changes the Contract Time or Contract Sum are valid and effective until signed by the Santa Fe County Manager or the Santa Fe Board of County Commissioners.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

*(Paragraphs deleted)*

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that result in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, and in accordance with the percentages in § 7.3.7 above, with respect to that change.

§ 7.3.8.1 For any Change Order, documentation consisting of itemized supporting data shall be provided, including but not limited to:

- .1 All changes to **labor** must show documentation of the approved hourly rates for the contractor its crew and/or sub-contractors and its crew that are incorporated into the Construction Contract.
- .2 All changes to **materials** must be supported by a copy of the supplier's invoice(s) or quote to the Contractor including actual costs, overhead and profit and other fees and costs applied to the materials.
- .3 All changes to the **Work** or the contractor's duties must be fully justified and explained.
- .4 All changes involving work or supplies provided by **sub-contractors** must be supported by items 1 – 3 above.

§ 7.3.9 Pending final approval of the total cost of a Construction Change Directive that does not change the Contract Time or Contract Sum, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines in the Architect's professional judgment, to be reasonably justified.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

*(Paragraph deleted)*

§ 8.1.2 The date of commencement of the Work is the date indicated in the Notice to Proceed issued by the Owner.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes

beyond the Contractor's control; or by delay authorized by the Owner pending mediation ; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The form of Contractor's written Schedule of Values must be acceptable to Owner and it must clearly describe allocation of portions of the Contract Price to component parts of the Work.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is

properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. Owner shall make payment to Contractor within twenty-one (21) days after the Owner receives a certificate for payment from the Architect.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 21 days after receipt of the Architect's Certificate of Payment showing the amount certified by the Architect, then the Contractor may, upon seven days written notice to the Owner and the Architect stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum adjusted by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall defend and indemnify the Owner against any claims of the Subcontractor.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from  
.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

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- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 At the completion of the Work and no later than the date of Substantial Completion, Contractor shall deliver to Owner two sets in a 3-ring binder of all maintenance and operations instructions for all systems or equipment installed or constructed under this Contract.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless.

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

*(Paragraphs deleted)*

§ 10.3. The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

*(Paragraphs deleted)*

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations; and
8. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§11.1.2** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9 or until no person or entity other than the Owner has an insurable interest in the property required by this subsection to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§11.1.3** The limits for Workers' Compensation and Employer's Liability insurance shall be as follows:

1. Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal (e.g. Longshoremen's): Statutory
2. Employer's Liability: \$500,000 per Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee

**§11.1.4** The limits for Commercial General Liability Policy, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:

\$1,050,000 each occurrence  
\$2,100,000 General Aggregate  
\$2,100,000 Personal and Advertising Injury  
\$2,100,000 Products-Completed Operations Aggregate

1. The policy shall be endorsed to have the General Aggregate apply to this Project only.
2. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in §11.1.3 and §11.1.4.
3. Products Completed Operations insurance shall be maintained for a minimum period of at least one year after final payment.

**§11.1.5** Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be \$2,000,000 Each Accident.

**§11.1.6** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this §11.1.6 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for

Payment as required by Section 9. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 PROPERTY INSURANCE**

*(Paragraph deleted)*

§ 11.3.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual property insurance.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

*(Paragraphs deleted)*

§ 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

*(Paragraphs deleted)*

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

*(Paragraphs deleted)*

§ 11.3.5 Before an exposure to loss may occur, the Contractor shall file with the Owner copy of each policy that includes insurance coverages required by this section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that

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the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

#### **§ 11.3.7 LOSS AND OWNER'S INSURANCE PROCESS**

A loss insured under the Owner's insurance shall be processed in accordance with the requirements and claims procedure of Owner's insurance company. Any disputes over distribution of proceeds shall be resolved through the dispute resolution provided for in Article 15.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

*(Paragraph deleted)*

**§ 11.4.1** The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under as required in the Contract. Such Bonds shall each be for 100% of the Contract Sum and evidence of such Bonds shall be provided to the Owner in no less than seven (7) days after the commencement date indicated in the Notice to Proceed.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 CORRECTION OF WORK**

##### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of New Mexico. The exclusive forum for any action arising out of or related to the Agreement shall be the First Judicial Court located in Santa Fe, New Mexico.

#### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

#### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

**§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

**§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

**§ 13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

*(Paragraphs deleted)*

**§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

**§ 13.8 APPROPRIATIONS AND AUTHORIZATIONS**

**§13.8.1** This Contract is contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Commission and/or if State funds are involved the Legislature of the State of New Mexico, If sufficient appropriations and authorizations are not made in this or future fiscal years, this Contract shall terminate upon written notice by Owner to Contractor. Such termination shall be without penalty to the Owner, and Owner shall have no duty

to reimburse Contractor for expenditures made in the performance of this Contract. Owner is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Owner. Owner's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Contract shall be final and not subject to challenge by Contractor in any way or forum, including a lawsuit

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

*(Paragraph deleted)*

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

*(Paragraphs deleted)*

**§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation to the extent required by the Public Works Mediation Act, § 13-4C-1 et seq. NMSA. All other claims and disputes shall be litigated in the State of New Mexico, District Court for the First Judicial District, Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of such Court and agrees to accept service of a summons and complaint by mail to commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4

*(Paragraphs deleted)*



