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: Board of County Commissioners

From: Bernadette Salazar, Human Resources Director

Date: August 14, 2013

RE: HR Monthly Report for July 2013

The purpose of this memo is to provide you with information relative to HR functions and statistics for the month of July 2013. Throughout the month of July, HR coordinated/conducted 8 training sessions. In addition to these training sessions, 14 employees attended NMEDGE courses. Santa Fe County hosted the July NMEDGE courses, and they were conducted at our Rancho Viejo Fire Station. Our County Manager, Katherine Miller taught CPM 111-Knowing Your Government and Adam Leigland, Public Works Director taught CPM 156-Improving Your Writing Skills. We are proud to announce that many employees are interested in taking NMEDGE courses and obtaining their certification. This is great for employee development and enhanced county services.

In July, the IAFF negotiating team and the Santa Fe County Management Team finalized the wage-reopener. This resulted in salary increases, enhanced benefits, and a future re-opener prior to the end of the existing contract. This process was efficient and a good outcome for employees and the County.

HR has secured a date for the 2nd Annual Public Safety Day which will be held on Saturday, September 28, 2013. Fliers providing all the details have been developed and are being distributed throughout the community. Our hope is to attract interested people to attend so they can gain more insight to our processes and how we can help them be successful in obtaining County jobs. The event will take place at the Santa Fe County Extension Building.

Attached are the HR Statistics Report, the New Hire Report, and the Labor Statistics Report for July 2013. If you have any questions, I can be contacted at 992-9886. Thank you.

HR STATISTICS FOR THE MONTH OF JULY 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
COUNTY MANAGER'S OFFICE	01-COUNTY MANAGER ADMINIS.	6		6			5	1	1		7	7	14%	14%						0	0%	1			2	27
	02-COMMISSION	5		5	5		3	2			5	5	0%	0%							0%					
	15-HUMAN RESOURCES	10		10			8	2	1		11	11	9%	9%						0	0%					
	21-FINANCE	20		20			17	3	3		23	23	13%	13%						0	0%				1	25
CMO TOTAL		41		41	5		33	8	5	0	46	46	11%	11%	0	0	0	0	0	0	0	1	0	0	3	52
	01-LEGAL ADMINISTRATION	8		8			5	3			8	8	0%	0%						0	0%					
LEGAL TOTAL		8		8			5	3		0	8	8	0%	0%	0	0	0	0	0	0	0%	0	0	0	0	0
ADMINISTRATIVE SERVICES DEPARTMENT	00-ADMINISTRATION	1		1				1	2	1	3	2	67%	50%		1					0%	1			1	25
	02-INFORMATION TECHNOLOGY	11		11			2	9	1		12	12	8%	8%							0%					
	12-PURCHASING	7		7			3	4			7	7	0%	0%							0%	1				
	16-MAIL ROOM	1		1			1				1	1	0%	0%							0%					
	17-RISK MANAGEMENT	3		3				3			3	3	0%	0%							0%					
ASD TOTAL		23		23			6	17	3	1	26	25	12%	8%	0	1				1	4%	2			1	25
COMMUNITY SERVICES DEPARTMENT	01-ADMINISTRATION	2		2			1	1			2	2	0%	0%							0%	1				
	03-MCH GRANT PROJECT								1		0	0	0%	0%							0%					
	20-INDIGENT HOSPITAL FUND	3		3			3				3	3	0%	0%	1						0%	1				
	21-EMS-HEALTH CARE	3		3			3				3	3	0%	0%							0%					
	54-HOME FOR GOOD PROGRAM '06								1	1	1	0	100%	100%							0%					
	74-MOBILE HEALTH FAIR VAN	2	2				1	1	3		5	5	60%	60%							0%				1	0
TOTAL		10	2	8	0	0	8	2	5	1	14	13	36%	31%	1	0	0		0		0%	2			1	0
	04-DWI LOCAL	8		8			6	2	1		9	9	11%	11%						0	0%					
TOTAL		8	0	8	0	0	6	2	1	0	9	9	11%	11%	0	0			0	0	0%	0				
	09-DWI TEEN COURT	2		2			2				2	2	0%	0%						0	0%					
TOTAL		2	0	2	0	0	2	0	0	0	2	2	0%	0%	0		0				0%	0			0	0
	89-SENIOR PROGRAMS - ADMIN.	7		7			5	2	4		11	11	36%	36%							0%					

HR STATISTICS FOR THE MONTH OF JULY 2013

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	90-SR SVCS-CONGREGATE MEALS	6		6		1	3	3	3		9	9	33%	33%							0%				3	15
	92-SR SVCS - HOME DELIVERED	2	1	1		1		2	2		5	5	40%	40%							0%				1	5
	93-SR SVCS - TRANSPORTATION	4		4		1		4			4	4	0%	0%							0%					
TOTAL		19	1	18	0	3	8	11	0	0	29	29	31%	31%	0	0		0	0	0	0%	0			4	20
	01-POJOAQUE SATELLITE OFFICE					1						0	0%	0%							0%					
	02-EDGEWOOD SATELLITE OFFICE					1						0	0%	0%							0%					
TOTAL						2						0	0%	0%							0%					
	30-ADMINISTRATION	11		11			5	6	1		12	12	8%	8%						0	0%				1	11
	49-HOUSING SECTION 8 VOUCHER	2		2			1	1			2	2	0%	0%							0%					
	81-HOUSING CFP - 2011	1		1				1			1	1	0%	0%							0%					
TOTAL		14		14			6	8	1	0	15	15	7%	7%	0	0				0	0%				1	11
CSU TOTAL		53	3	50	0	5	30	23	16	1	69	68	23%	22%	1	0	0	0	0	0	0%	2			6	31
Growth Management Department	01-LAND USE ADMINISTRATION	3		3			3		1		4	4	25%	25%						0	0%				1	39
	02-PLANNING	6		6			2	4	2	1	7	6	29%	17%						0	0%				2	2
	15-AFFORDABLE HOUSING-COUNTY	2		2			1	1			2	2	0%	0%						0	0%	1				
	08-REGIONAL PLANNING AUTHRTY								1	1	1	0	100%	0%							0%					
TOTAL		11	0	11	0	0	6	5	4	2	14	12	29%	17%	0	0	0		0	0	0%	1			3	41
	16-BUILDING & DEVELOPMENT	8		8			3	5	1	2	17	15	6%	-7%						0	0%					
TOTAL		8	0	8	0	0	3	5	1	2	17	15	6%	-7%	0	0	0			0	0%	0	0	0	0	0
	14-GIS	13		13			2	11	4		9	9	44%	44%						0	0%				1	2
		13	0	13	0	0	2	11	4	0	9	9	44%	44%							0%	0				
GMD TOTAL		32	0	32	0	0	11	21	9	4	40	36	23%	14%	0	0	0	0	0	0	0%	1	0	0	4	43
PUBLIC WORKS DEPARTMENT	00-OFFICE OF THE DIRECTORS	6		6			2	4			6	6	0%	0%							0%					
	01-PUBLIC WORKS ADMIN.	12		12			7	5			12	12	0%	0%							0%					
	02-FLEET SERVICE	8		8				8	2	1	10	9	20%	11%	1						0%	2				

HR STATISTICS FOR THE MONTH OF JULY 2013

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	03-TRAFFIC ENGINEERING	6		6				6	2		8	8	25%	25%							0%	1			1	21
	05-SOLID WASTE	20		20		1	2	18	4	3	24	21	17%	5%						0	0%				1	16
	11-ROAD MAINTENANCE	34		34		1		34	5		39	39	13%	13%	2						0%	2			2	3
TOTAL		66		66		2	11	75	13	4	99	95	13%	9%	3	0	0	0	0	0	0%	5	0		4	40
	96-JUDICIAL COURT COMPLEX								1		1	1	100%	100%							#####					
	02-PROPERTY CONTROL	10		10				10	5	1	15	14	33%	29%		1				1	10%	2			1	3
	62-MAINTENANCE DIVISION	7		7				7			7	7	0%	0%	1						0%	1				
	03-BUILDING SERVICES	15	2	13			1	14	4	1	19	18	21%	17%							0%	1				
	18-PROJECT DEVELOPMENT DIV	8		8			1	7	2	1	10	9	20%	11%							0%	1			3	6
	26-OPEN SPACE	4		4		1	1	3	2		7	7	29%	29%						0	0%					
	08-SANTA FE RIVER GREENWAY								2	1	2	1	100%	100%							0%					
TOTAL		44	2	42	0	1	3	41	16	4	61	57	26%	21%	1	1	0		0	1	2%	5			4	9
	10-WATER	14		14			3	11	4	1	18	17	22%	18%							0%					
	15-AAMODT	1		1				1			1	1									0%					
	20-WASTEWATER								1		1	1	100%	100%							0%					
TOTAL		15		15			3	12	5	1	20	19	25%	21%	0	0	0		0	0	0%	0			0	0
PWD TOTAL		145	2	143	0	3	17	128	34	9	180	171	19%	15%	4	1	0	0	0	1	1%	10	0	0	8	49
PUBLIC SAFETY DEPARTMENT	01-FIRE ADMINISTRATION	24		24			7	17	5	1	29	28	17%	14%						0	0%				1	9
	08-EMERGENCY PREPAREDNESS								1		1	1	100%	100%						0	0%					
	09-FOREST RESTORATION	3		3			1	2			3	3	0%	0%						0	0%	1				
	11-FIRE REGIONS	67		67			8	59	13	7	80	73	16%	8%		1				1	1%	4				
	14-FEMA GRANT	1		1				1			1	1	0%	0%							0%					
	74-YOUTH CONSERV.CORP GRANT					10									1											
TOTAL		95		95		10	16	79	19	8	114	106	17%	10%	1	1	0	0	0	1	1%	5	0		1	9
	01-ADMINISTRATION	10	1	9			4	6	4	2	14	12	29%	17%						0	0%					

HR STATISTICS FOR THE MONTH OF JULY 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Possions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of temp/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	60-ADULT FACILITY	136		136			43	93	40	20	176	156	23%	13%	1	4			1	5	4%	11			4	33
	63-MEDICAL SERVICES	22		22		1	17	5	16	9	38	29	42%	24%		1				1	5%	2			3	2
	65-ELECTRONIC MONITORING	8		8			2	6	2	1	10	9	20%	11%						0	0%	3				
	70-YOUTH DEVELOPMENT FAC.	24		24		2	9	15	33	28	57	29	58%	17%	3					0	0%				1	4
	72-ADOLESCENT RESIDENCE CTR								17	17	17	0	100%	0%							0%					
	73-DAY REPORTING ASSESSMENT								4	4	4	0	100%	0%							0%					
TOTAL		200	1	199	0	3	75	125	116	81	316	235	37%	15%	4	5			1	6	3%	16		0	8	39
	RECC	37		37			16	21	12		49	49	24%	24%							0%	2			1	23
TOTAL		37		37			16	21	12		49	49	24%	24%	5	6	0	0	1	6	16%	2	0	0	1	23
PSD TOTAL		332	1	331	0	13	107	225	147	89	479	390	31%	15%	10	12	0	0	2	13	67%	23	0	0	10	71
COUNTY CLERK'S OFFICE	01-REPORTING & RECORDING	15		15	1		12	3	7		22	22	0%	0%						0	0%				1	5
	02-BUREAU OF ELECTIONS	12	1	11			5	7			12	12	0%	0%						0	0%					
CLERK'S OFFICE TOTAL		27	1	26	1		17	10	7	0	34	34	21%	21%	0	0	0		0	0	0%	0	0	0	1	5
COUNTY TREASURER'S OFFICE TOTAL	01-COUNTY TREASURER ADMIN.	11		11	1		8	3	1	0	12	12	8%	8%			0			0	0%	1				
COUNTY ASSESSOR'S OFFICE	01-COUNTY ASSESSOR ADMIN.	29		29	1		11	18			29	29	0%	0%						0	0%	4			1	66
	11-PROPERTY VALUATION	13		13			1	12	1		14	14	7%	7%	1					0	0%	1				
ASSESSOR'S OFFICE TOTAL		42		42	1		12	30	1	0	43	43	2%	2%	1	0	0	0	0	0	0%	5	0	0	1	66
COUNTY SHERIFF'S OFFICE	01-ADMIN/ANIMAL CNTRL/ENFORC	105		105	1		29	76	13	0	118	118	0%	0%	5	2					0%	16			2	39
	06-REG III-HIDTA GRANT	2		2			1	1			2	2	0%	0%							0%					
	11-REG III GRANT - PRIOR YR	1		1			1				1	1	0%	0%							0%					
SHERIFF'S OFFICE TOTAL		108		108	1		31	77	13	0	121	121	11%	11%	5	2	0	0	0	2	2%	16	0	0	2	39
COUNTY PROBATE	01-COUNTY PROBATE JUDGE				1							0	0%	0%							0%					
COUNTY SURVEYOR	01-ADMINISTRATION								1	1		0	0%	0%							0%					
COUNTY WIDE TOTAL		822	7	815	10	21	277	545	237	104	1059	955	22%	14%	16	10	0	0	1	11	1%	61	0	0	30	381

NEW HIRES FOR THE MONTH OF JULY 2013

LAST NAME	FIRST NAME	MIDDLE INITIAL	DEPARTMENT	TITLE	EMP STATUS	HIRE DATE
GRIEGO	LORICE	M	COMMUNITY SERVICES DEPARTMENT	INDIGENT CLAIMS INVESTIGATOR	PB	7/22/2013
DE LORA	MARK	A	COUNTY ASSESSOR OFFICE	FIELD AUDITOR	PB	7/29/2013
CULLISON	CLAY	D	COUNTY SHERIFF'S OFFICE	SHERIFF DEPUTY II	PB	7/29/2013
ECCLES	ERIC	M	COUNTY SHERIFF'S OFFICE	SHERIFF DEPUTY CADET	PB	7/29/2013
FOSTER	RANDY	G	COUNTY SHERIFF'S OFFICE	SHERIFF DEPUTY II	PB	7/29/2013
GUTIERREZ	GLEN	L	COUNTY SHERIFF'S OFFICE	SHERIFF DEPUTY II	PB	7/29/2013
SANCHEZ	ESTEVAN	R	COUNTY SHERIFF'S OFFICE	ANIMAL CONTROL OFFICER	PB	7/29/2013
BATES	JEFFREY	P	PUBLIC SAFETY DEPARTMENT	MAINTENANCE TECHNICIAN	PB	7/1/2013
LEWIS	JAMES	K	PUBLIC SAFETY DEPARTMENT	TEACHER	T	7/2/2013
REANO	DWAYNE	A	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	7/23/2013
SISNEROS	ISRAEL	K	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	PB	7/23/2013
SZEKELY	LASZLO	G	PUBLIC SAFETY DEPARTMENT	TEACHER	T	7/2/2013
BURGES TAYLOR	MARGARET	E	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	7/13/2013
COLLIER	JON	C	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	7/13/2013
LIVINGSTON	MATTHEW	T	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	7/13/2013
NORBU	FRANCES	C	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	7/13/2013
WEBER	ADRIENNE	D	PUBLIC SAFETY DEPARTMENT	FORESTRY TECHNICIAN	T	7/8/2013
YOUNG	ASHLEY	D	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	7/13/2013
ARCHULETA	FREDERICK	M	PUBLIC WORKS DEPARTMENT	HEAVY EQUIPMENT MECHANIC SR.	PB	7/24/2013
BENAVIDEZ	DAVID		PUBLIC WORKS DEPARTMENT	EQUIPMENT OPERATOR	PB	7/3/2013
VALDEZ	ERIC	S	PUBLIC WORKS DEPARTMENT	CONSTRUCTION INSPECTOR	T	7/22/2013

LABOR STATISTICS FOR JULY 2013

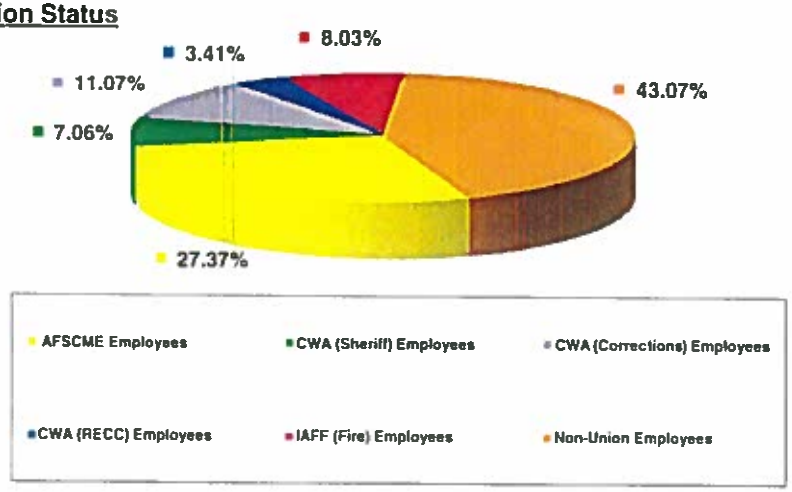
Union Status	
AFSCME Employees	225
CWA (Sheriff) Employees	58
CWA (Corrections) Employees	91
CWA (RECC) Employees	28
IAFF (Fire) Employees	66
Total Number of Union Employees	468
Non-Union Employees	354
Total Number of Employees	822

Percentage of Union Status	
AFSCME Employees	27.37%
CWA (Sheriff) Employees	7.06%
CWA (Corrections) Employees	11.07%
CWA (RECC) Employees	3.41%
IAFF (Fire) Employees	8.03%
Total Percentage of Union Employees	56.93%
Non-Union Employees	43.07%
	100%

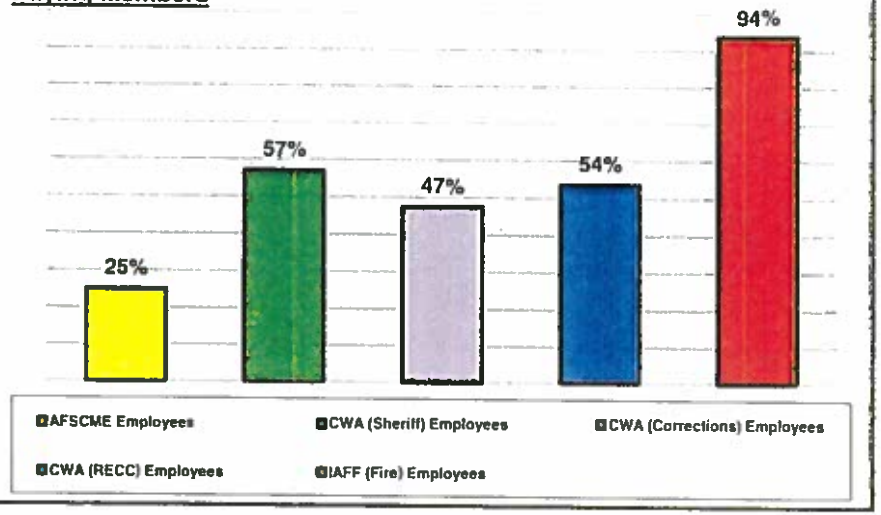
Number of Employees Paying Dues	
AFSCME Employees	56
CWA (Sheriff) Employees	33
CWA (Corrections) Employees	43
CWA (RECC) Employees	15
IAFF (Fire) Employees	62
Total Number of Employees Paying Dues	209

Percentage Of Employees Paying Union Dues	
AFSCME Employees	25%
CWA (Sheriff) Employees	57%
CWA (Corrections) Employees	47%
CWA (RECC) Employees	54%
IAFF (Fire) Employees	94%

Union Status



Paying Members



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

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III
Public Safety Department Director
Date: 8/27/13
Re: SFC Corrections Department Monthly Report for July 2013

The purpose of this memo is to provide you information relative to the SFC Corrections Department for the month of July 2013. During the month of July, the Detention Officer vacancy rate was 17% with 33 vacant positions, and 5 new hires. There were 782 bookings and 826 releases.

Adult Detention Facility

- Conducted Corrections Emergency Response Team (CERT) Training to staff.
- Perimeter fencing project has been completed.
- 'Labyrinth' is a new program class that was offered to inmates in the month of July.
- An estimated total of $432,323.00 was billed for the month of July.
- 74% of revenue billed has been received for FY 2013 ($5,850,475 billed/$4,337,741 received).

Youth Development Program

- Summer school was conducted for Detention and Day Reporting Programs.
- Completed emergency response Quality Assurance procedures ensuring that all needed emergency equipment was easily assessable and transportable.
- An estimated total of $69,685.80 was billed for the month of July.
- 86% of revenue billed has been received for 2013 ($703,263 billed/$602,110 received).

Electronic Monitoring

- In process of hiring additional staff as approved by the Board of County Commissioners.
- BI Inc. costs continue to be under $25,000.
- The average population in Electronic Monitoring was 252 for the month. Revenue received for July was $11,164.21.

If you have any questions, I can be contacted at 992-3092. Thank you.

Santa Fe County
Public Safety Department
Corrections Division Overview

- Adult Detention Facility
- Youth Development Program
- Electronic Monitoring Program

Corrections Division

Vacancy Rates, Number of Applicants and New Hires

Public Safety/Corrections Division
FTE Status Report as of 07/31/13

Facility\Program	Authorized FTE	Authorized Positions	Filled Positions	Vacant Positions	Frozen Positions	Fillable Vacancies	Positions Available	Vacancy Rate
Administration	13.5	14	10	4	2	2	12	17
Adult Facility	176	176	134	42	20	22	156	14
Electronic Monitoring	10	10	8	2	1	1	9	11
Maintenance	7	7	7	0	0	0	7	0
Medical	35.7	39	24	15	9	6	30	20
Youth Development Facility	57	59	26	33	28	5	31	16
Totals	299.2	305	209	96	60	36	245	15

Adult Detention Facility/Security
Specific Vacancy Rates by Classification as of 07/31/13

Postion Classification	Authorized FTE	Authorized Positions	Filled Positions	Vacant Positions	Frozen Positions	Fillable Vacancies	Positions Available	Vacancy Rate
Detention Officer	104	104	71	33	18	15	86	17
Corporal	15	15	10	5	0	5	15	33
Sergeant	14	14	12	2	0	2	14	14
Lieutenant	8	8	7	1	0	1	8	13

Medical Services Vacancies
July 2013

POSITION	FTE's	Frozen	Filled	Vacant Not Frozen	Available FTE's	Vacancy Rate
RN's	7	0	6	1	7	14
LPN's	8	2	5	0	6	0
TOTAL	15	2	11	1	13	14

Number of Applicants and New Hires

Applicants	11
New Hires	5

SFC- Adult Detention Facility's Accomplishments

Program Highlights - July 2013

- Inmate Transport Team was created to assist with new Court House requirements
- Perimeter Fencing Project completed
- Medical/Dental Contracts extended
- Working towards Going GREEN Recycling program – Begin implementation in late August

Training Department – July 2013

- Conducted the Corrections Emergency Response Team (CERT) Training
- Finalized schedule for the next Quarterly Training

SFC- Adult Detention Facility's Accomplishments

Programs – July 2013

AL-ANON
- Five (5)- Classes offered
- Twenty-seven (27) – Female population participants

ALCOHOLIC ANONYMOUS
- Seven (7)- Classes offered
- Sixty seven (67)- Participants

EXERCISE PROGRAM
- Six (6)- Classes offered
- Forty one (41)- participants

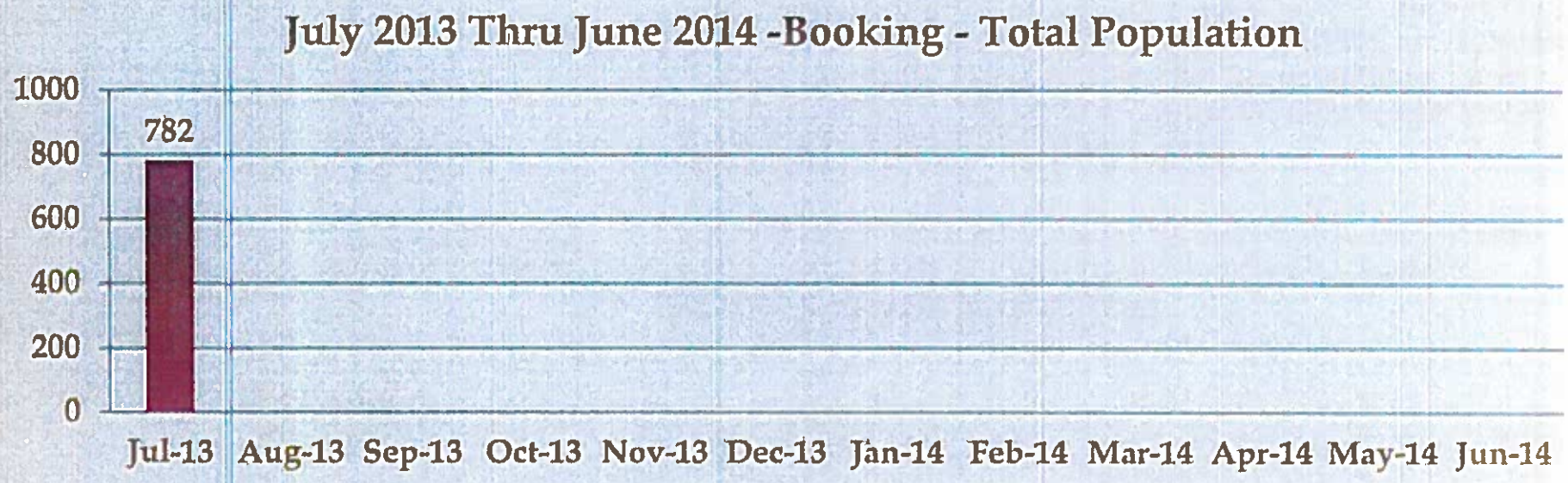
LIBRARY DISTRIBUTION
- Eight hundred and eighty one (881)library books distributed to inmates

SUBSTANCE ABUSE EDUCATION
- Three (3) – Classes offered
- Forty seven (47)- Participants

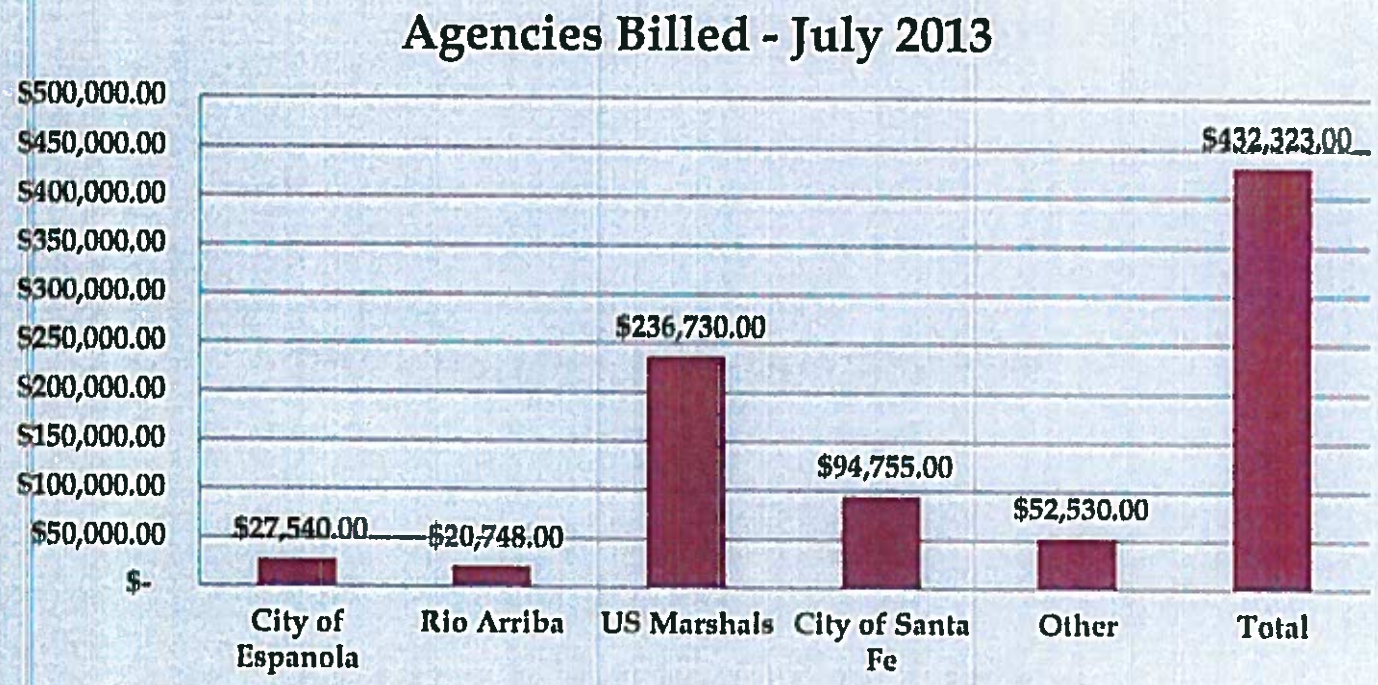
CLASSES/PARTICIPATION
- One thousand six hundred twenty nine (1,629)- Classes
- Two thousand five hundred ninety one (2,591) - Participants

NEW PROGRAM- LABYRINTH
- The labyrinth is a circuitous pathway design; unlike a maze, there are no dead ends or tricks, but the winding pathway leads to the center and back out again. Walking the labyrinth is a popular practice proven to facilitate stress reduction, and often used for personal reflection.
  - Benefits of the Labyrinth in Jail Settings:
    - Exercise
    - Stress reduction
    - Personal Reflection

SFC - Adult Facility's
July 2013 Thru June 2014- Bookings
TOTAL POPULATION

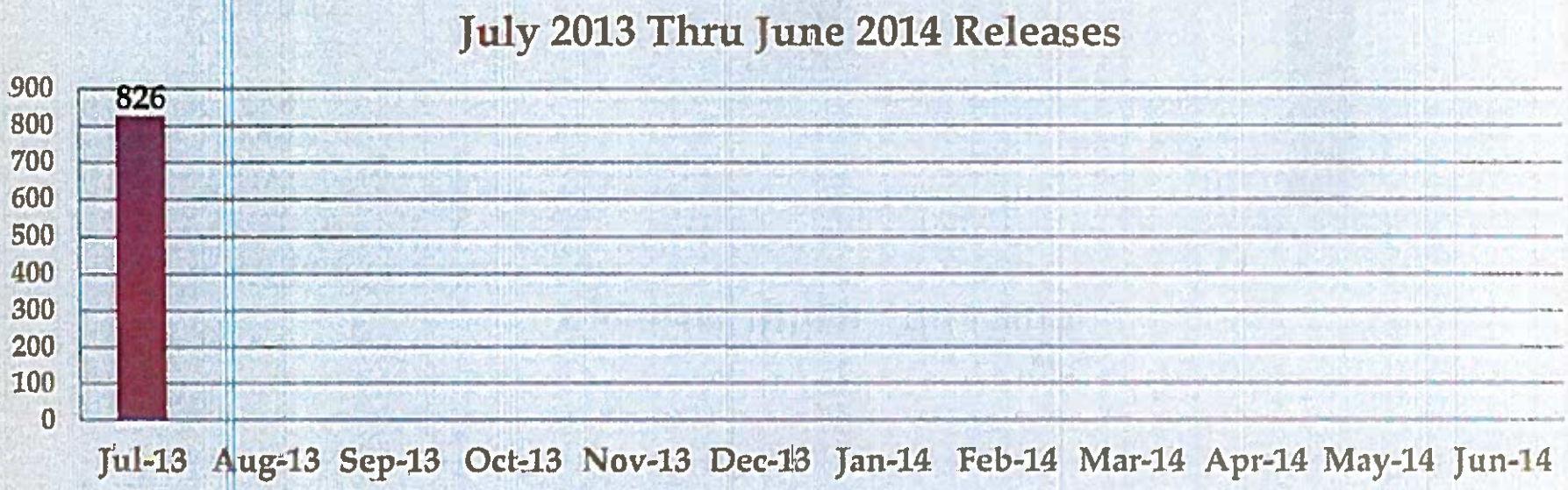


SFC - Adult Facility's Agencies Billed July 2013



Santa Fe County $ 56,270.00

SFC - Adult Facility's
July 2013 Thru June 2014 Releases
TOTAL POPULATION

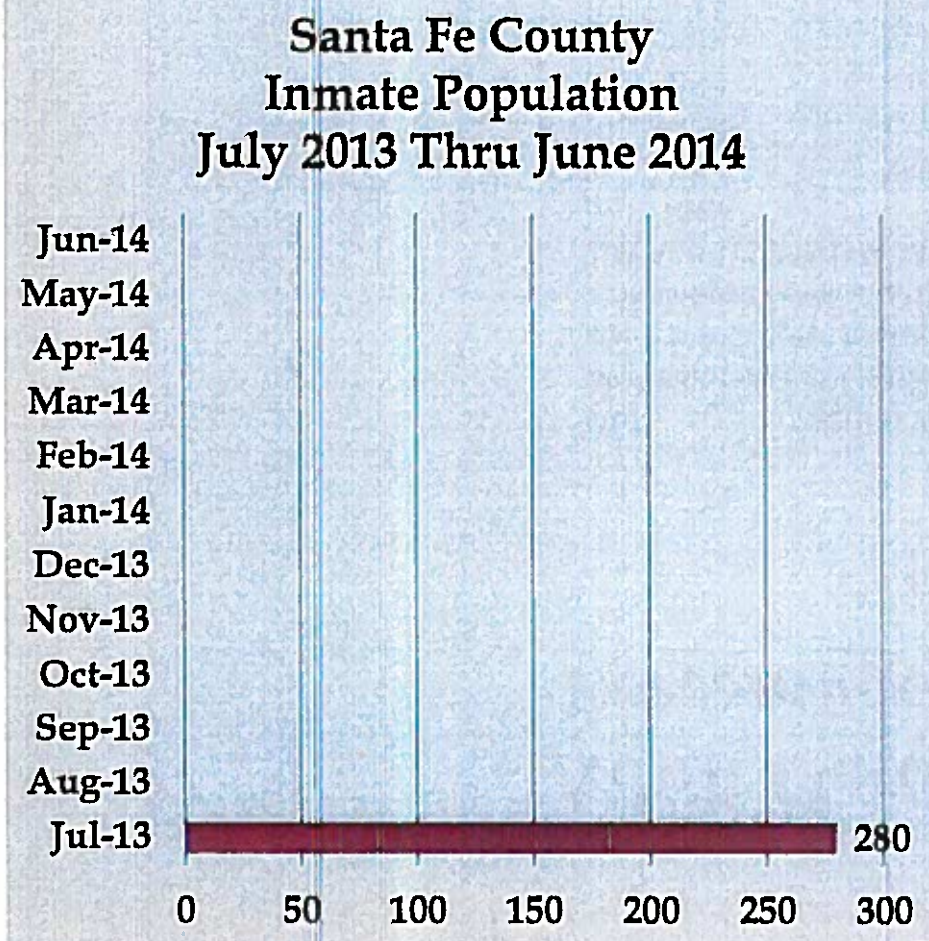


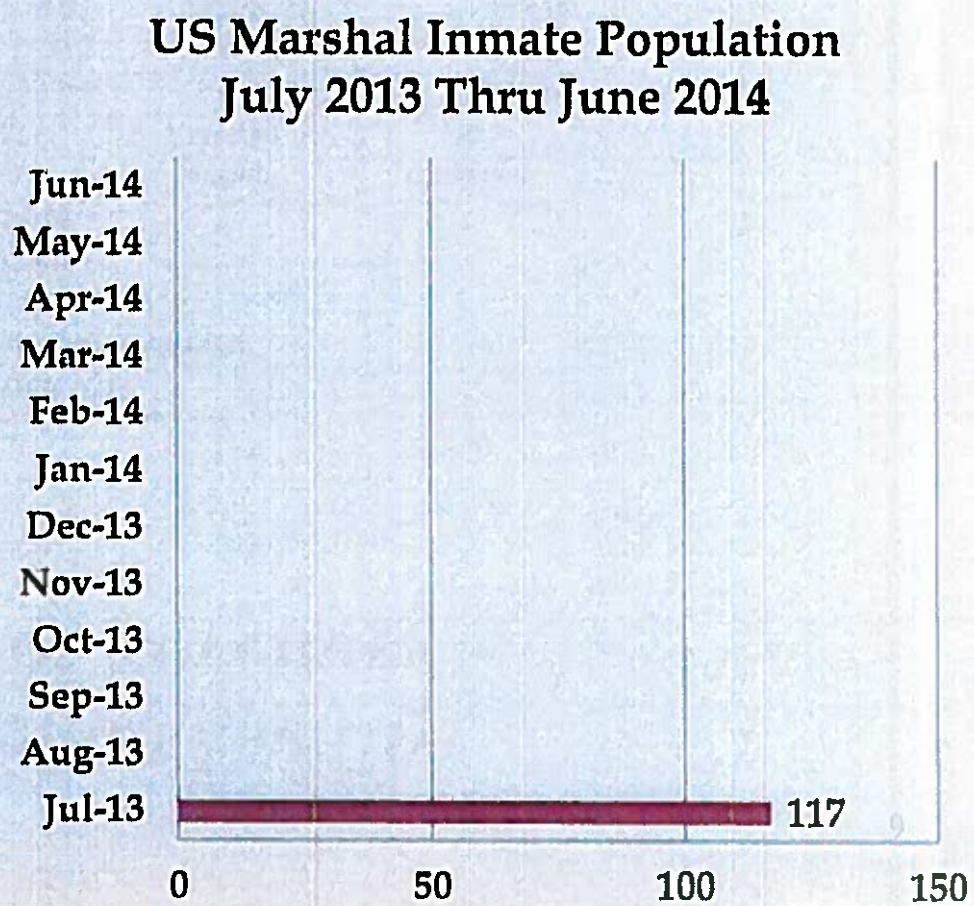
Adult Detention Facility Percentage of Revenues

ADF	ACTUAL WITHIN YEAR		
SF County Public Safety Department\Corrections Billed and Collected Revenues (Finance) ADF Resident Confinement Revenue Line item 518\247-1860-341.06-01			
Fiscal Year	Billed	Revenue Received	Collection %
2008	3,686,473.12	3,464,231.44	93.97%
2009	2,330,210.26	2,155,758.63	92.51%
2010	2,710,336.85	2,508,848.15	92.57%
2011	3,199,893.91	2,791,796.31	87.25%
2012	4,007,535.67	3,785,394.23	94.46%
2013	5,850,474.87	4,337,741.12	74.14%
2014	436,223.00	0.00	0.00%
Totals	22,221,147.68	19,043,769.88	85.70%

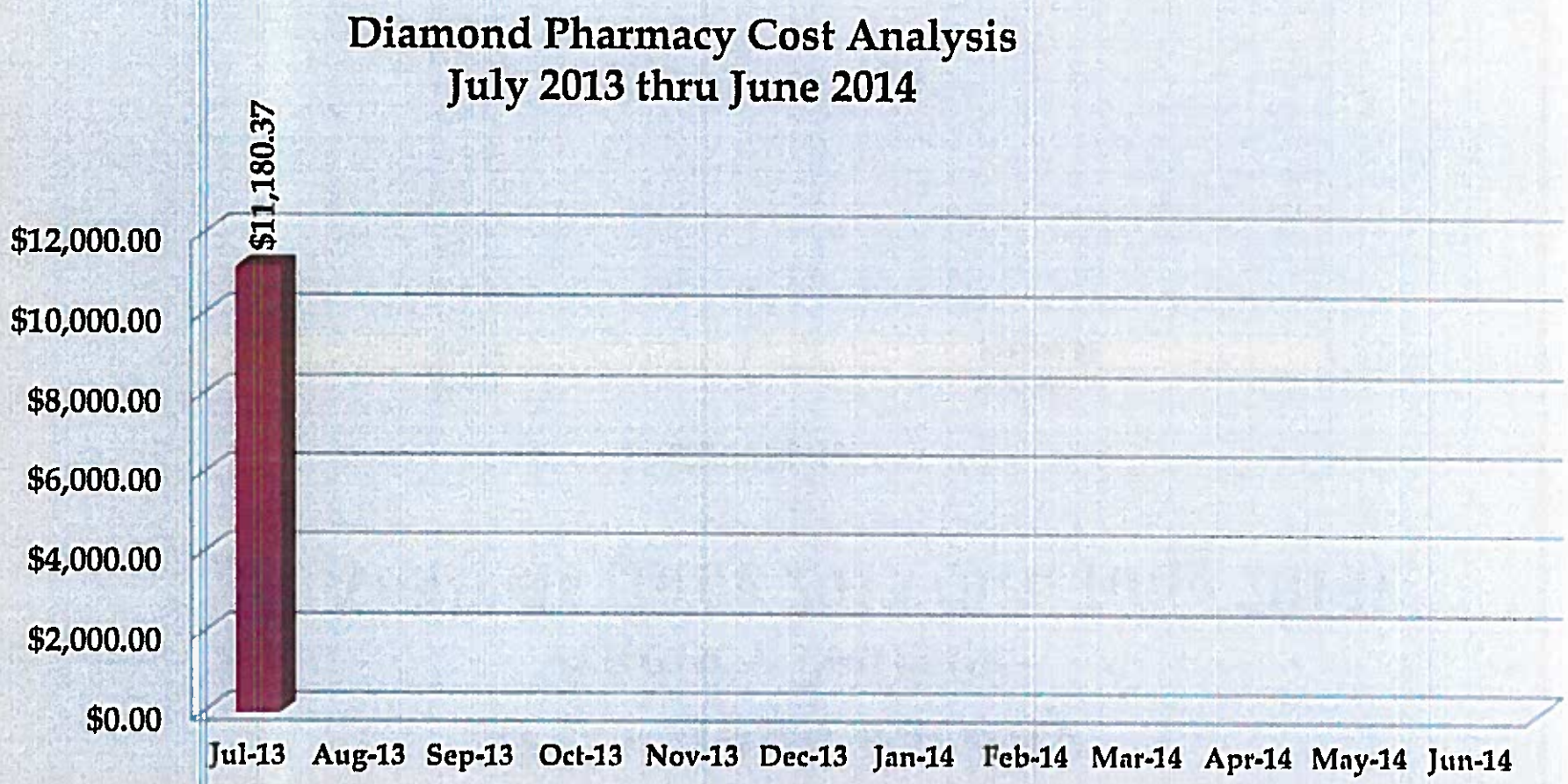
2014 Billing and Current Revenue for July 2014 (Finance)
Some Years may include Booking/Medical/
Transport/Housing Charges

SFC – Adult Facility's Total Inmate Population Santa Fe County and US Marshal July 2013 thru June 2014





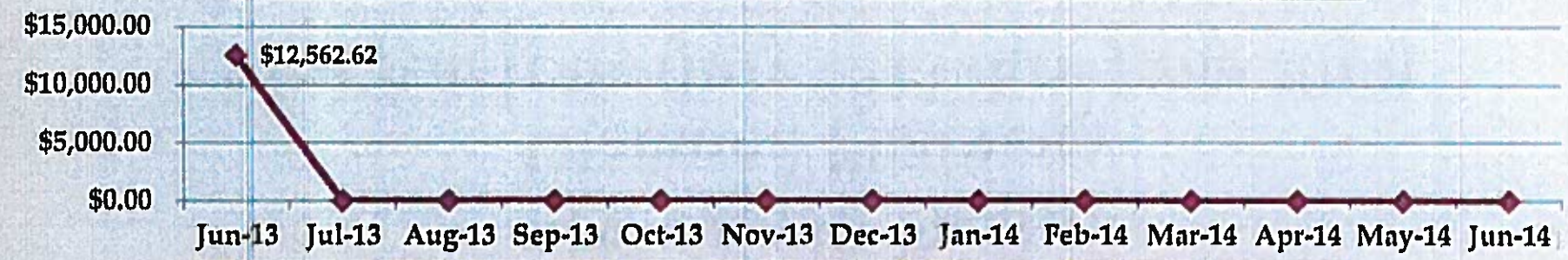
SFC - Adult Facility
Diamond Pharmacy
Cost Analysis (July 2013 thru June 2014)



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC – Adult Facility
Agency Nurses
Cost Analysis (June 2013 thru June 2014)

Agency Nurses	
Month	Expnediture
Jun-13	$12,562.62
Jul-13	
Aug-13	
Sep-13	
Oct-13	
Nov-13	
Dec-13	
Jan-14	
Feb-14	
Mar-14	
Apr-14	
May-14	
Jun-14	



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC Youth Development Program's - Accomplishments

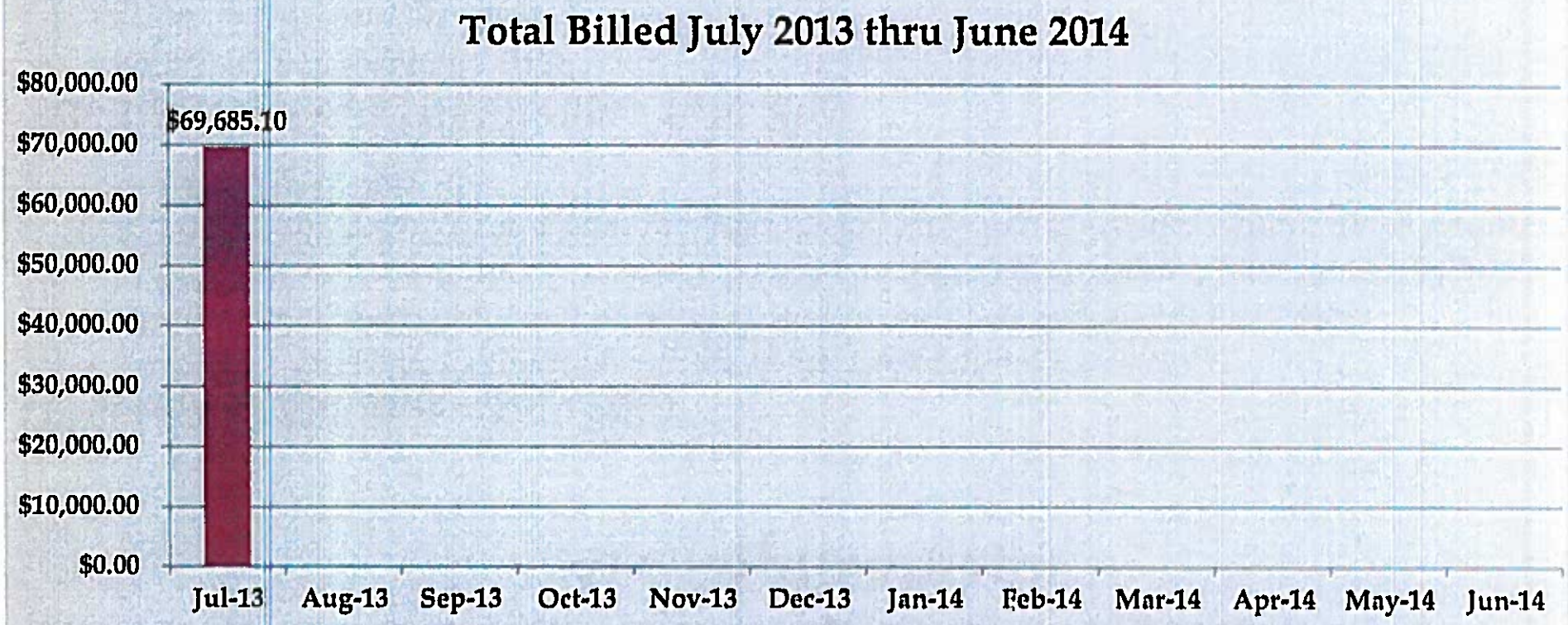
Program Highlights – July 2013

- Corrections Advisory Committee toured Youth Development Program
- Summer school was conducted for both Detention and Day Reporting programs
- Volunteer groups continue on a weekly basis to include Art Therapy, Yoga, Money Mgmt., Traditional Native American Drum making/Basket weaving, Narcotics Anonymous Group, Young Fathers Group. Etc.

Medical Services Highlights – July 2013

- Medical had 25 resident visits
- Dental had 18 resident visits
- Psychiatry had 6 resident visits
- Our emergency response Quality Assurance project has been completed ensuring that all emergency equipment including a gurney and medication that is easily assessable and transportable
- We continue to update the medical policies and procedures with most progress on this project completed by Ann Robinson, LPN
- We continue to keep pharmacy expenses down by reducing stock medication supply, ordering only medications that are currently needed, and returning all unneeded medications to the pharmacy on a weekly basis

SFC - Youth Development Program's Total Billed July 2013 thru June 2014

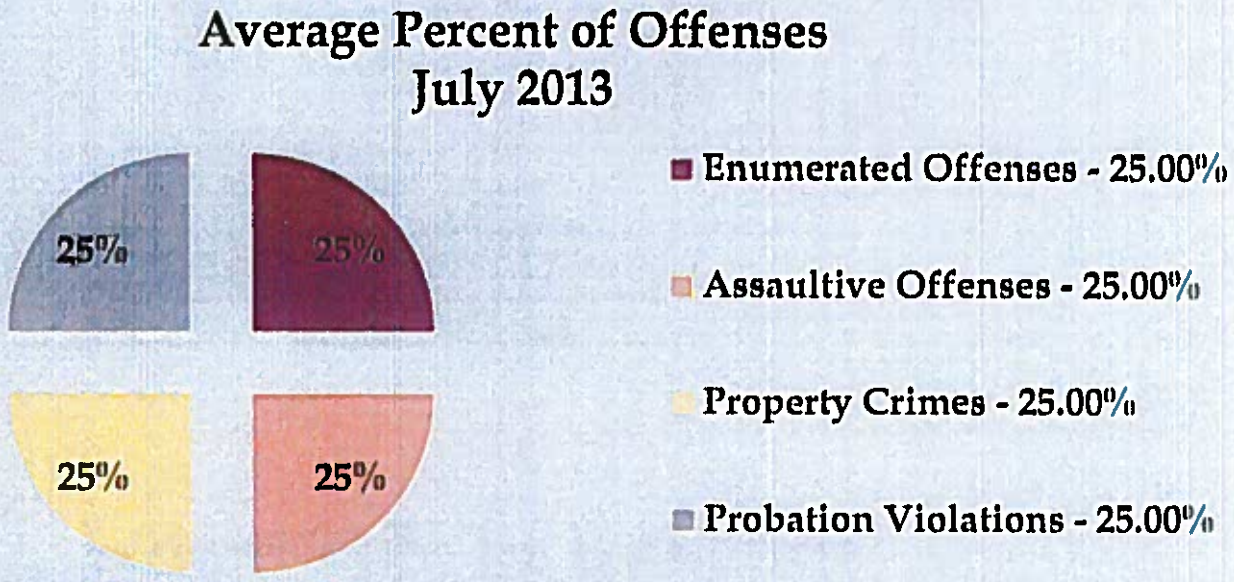


Youth Development Program
Percentage of Revenue

YDP	ACTUAL WITHIN YEAR		
SF County Public Safety Department\Corrections			
Billed and Collected Revenues (Finance)			
YDP Resident Confinement Revenue			
Line Item 518\247-1870-341.06-01			
Fiscal Year	Billed	Revenue Received	Collection %
2008	4,226,474.77	4,172,884.77	98.73%
2009	1,672,085.40	1,438,083.70	86.01%
2010	884,666.28	871,172.03	98.47%
2011	861,595.22	842,546.17	97.79%
2012	782,540.95	702,689.05	89.80%
2013	703,262.88	602,110.18	85.62%
2014	69,685.10	0.00	0.00%
Totals	9,200,310.60	8,629,485.90	93.80%

2014 Billing and Current Revenue for July 2014 (Finance)
Some Years may include Booking/Medical/
Transport/Housing Charges

SFC – Youth Development Program's Average Percent of Offenses July 2013

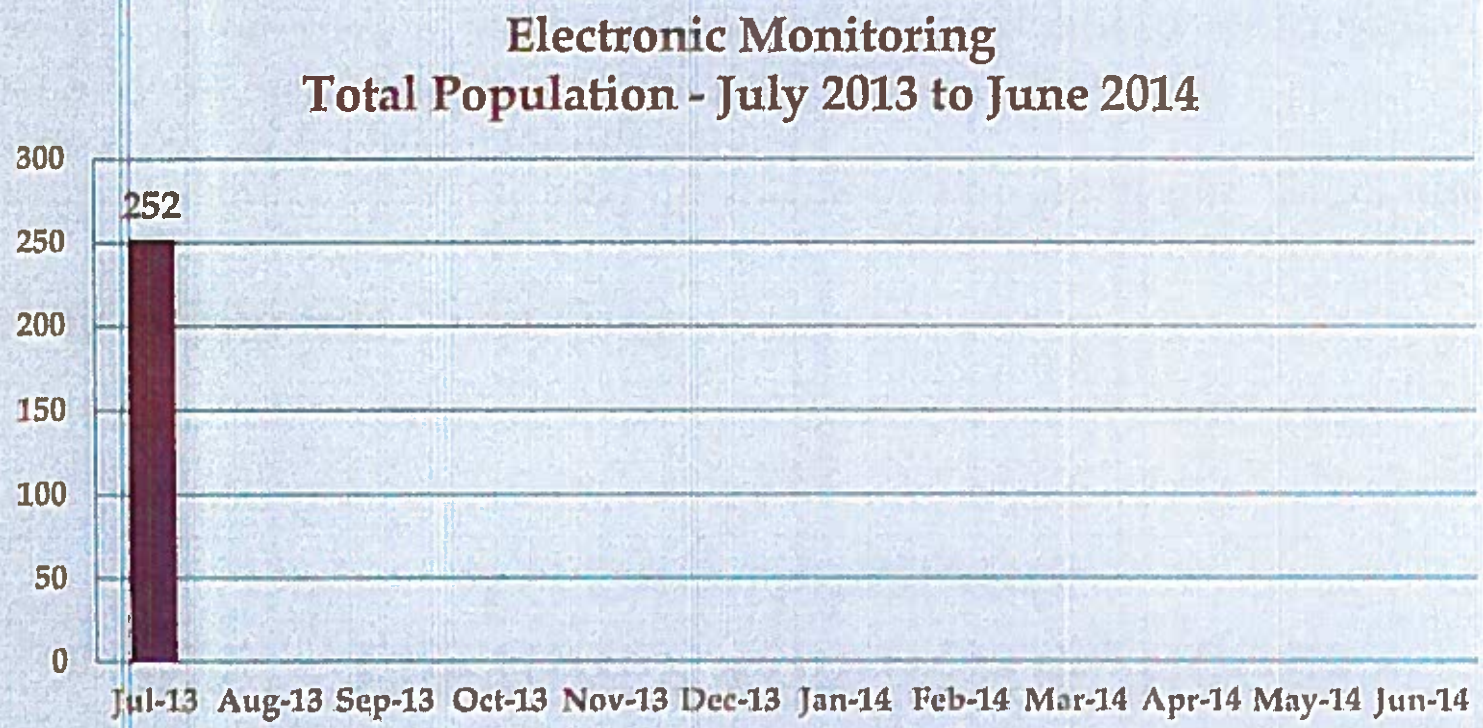


SFC – Electronic Monitoring/Bonds – Accomplishments

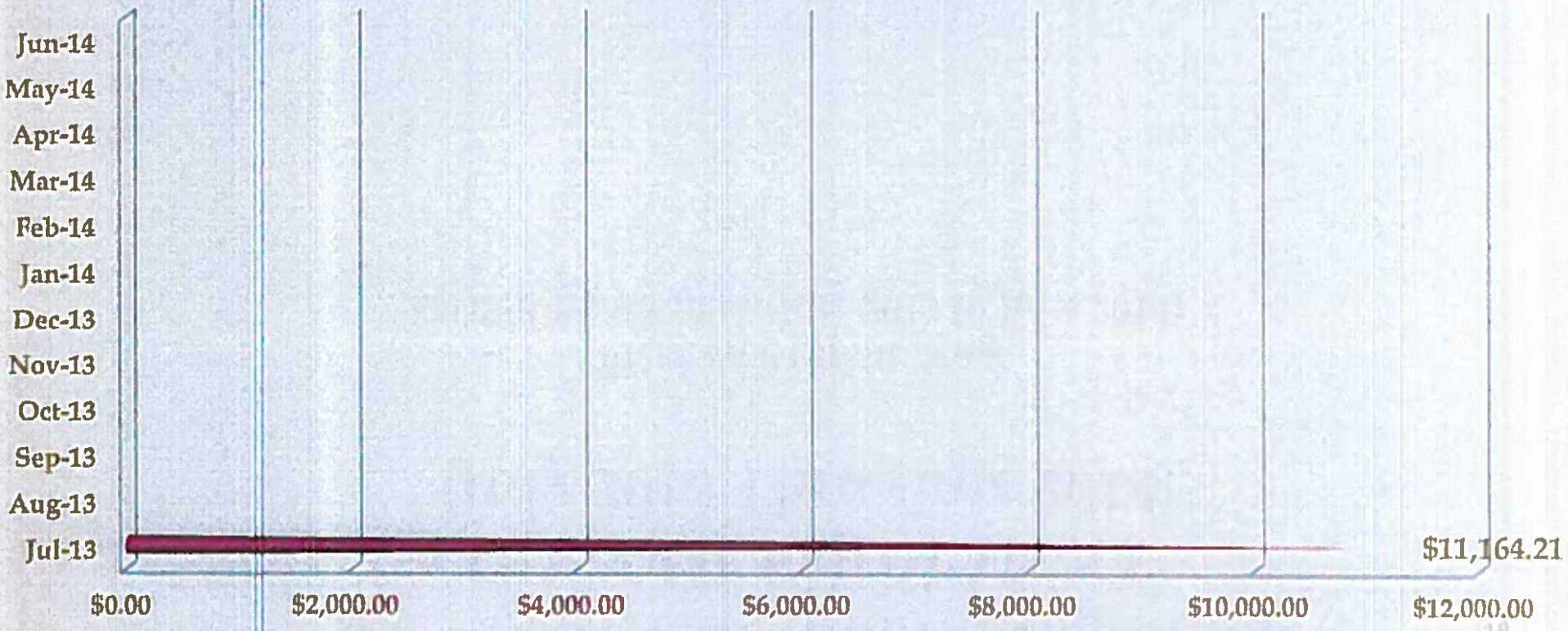
Program Highlights – July 2013

- Human Resources has initiated the hiring of additional staff as per approval of the Board of County Commissioners
- Completed first month of Municipal bonds (new revenue)
- Number of absconders has decreased from last month (from 10 to 3)
- B.I. cost continue to be under $25,000.00

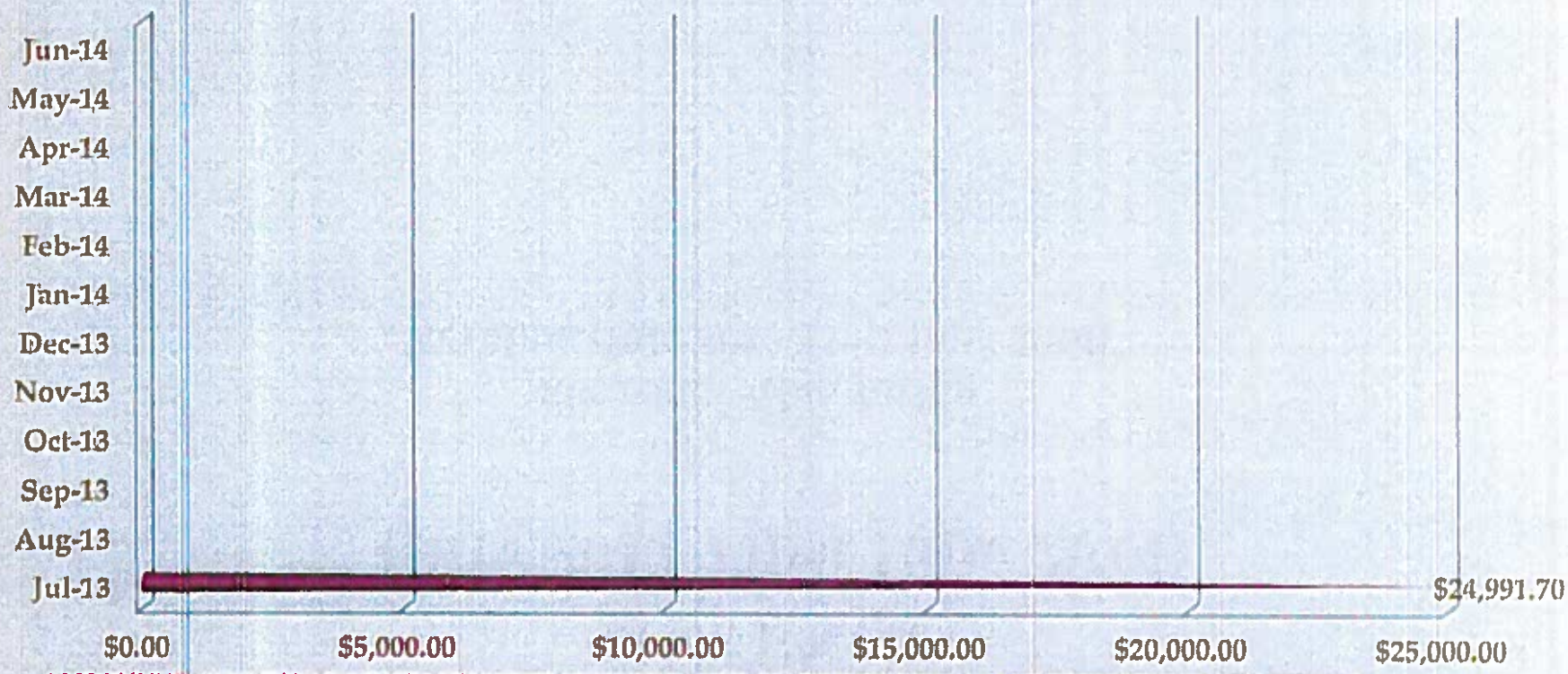
SFC - Electronic Monitoring/Bonds POPULATION (July 2013 Thru June 2014)



SFC - Electronic Monitoring/Bonds REVENUE (July 2013 Thru June 2014)

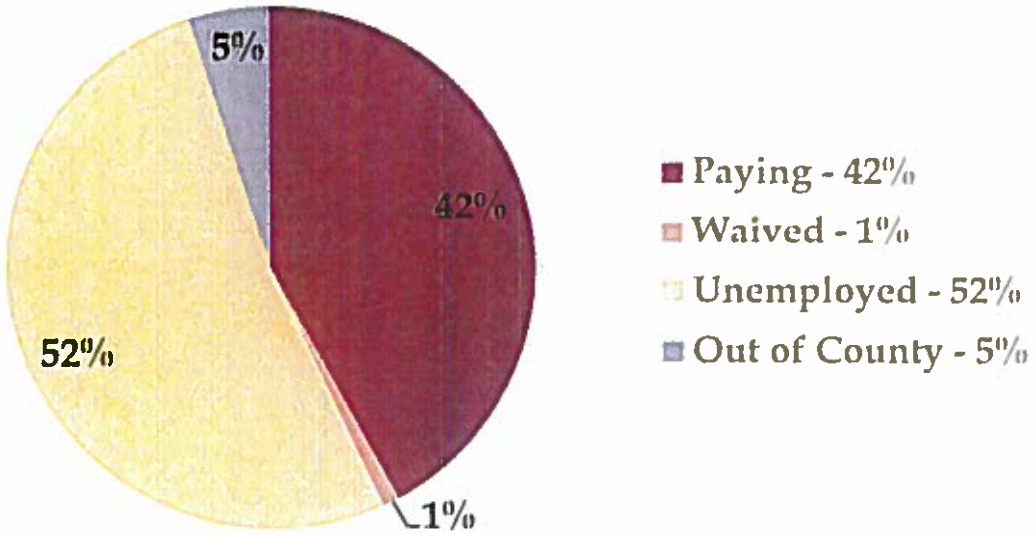


SFC - Electronic Monitoring/Bonds
COST OF EQUIPMENT
(July 2013 Thru June 2014)



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC – Electronic Monitoring/Bonds Client Financial Obligation July 2013



Memorandum

To: Santa Fe Board of County Commissioners

From: Teresa C. Martinez, Finance Director

Via: Katherine Miller, County Manager

Date: August 27, 2013

Re: ***Financial report for the month ending 07/31/2013***

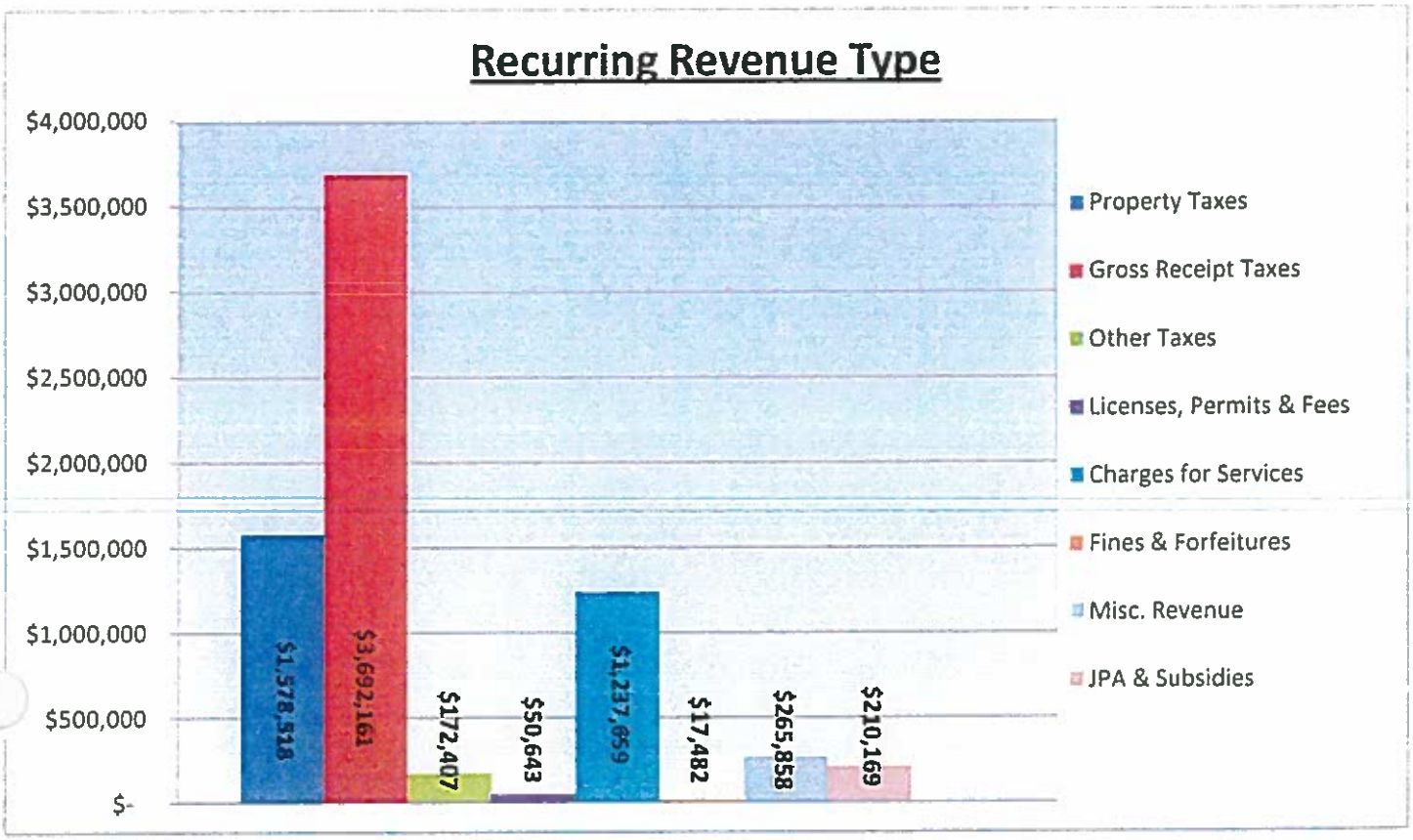
ISSUE:

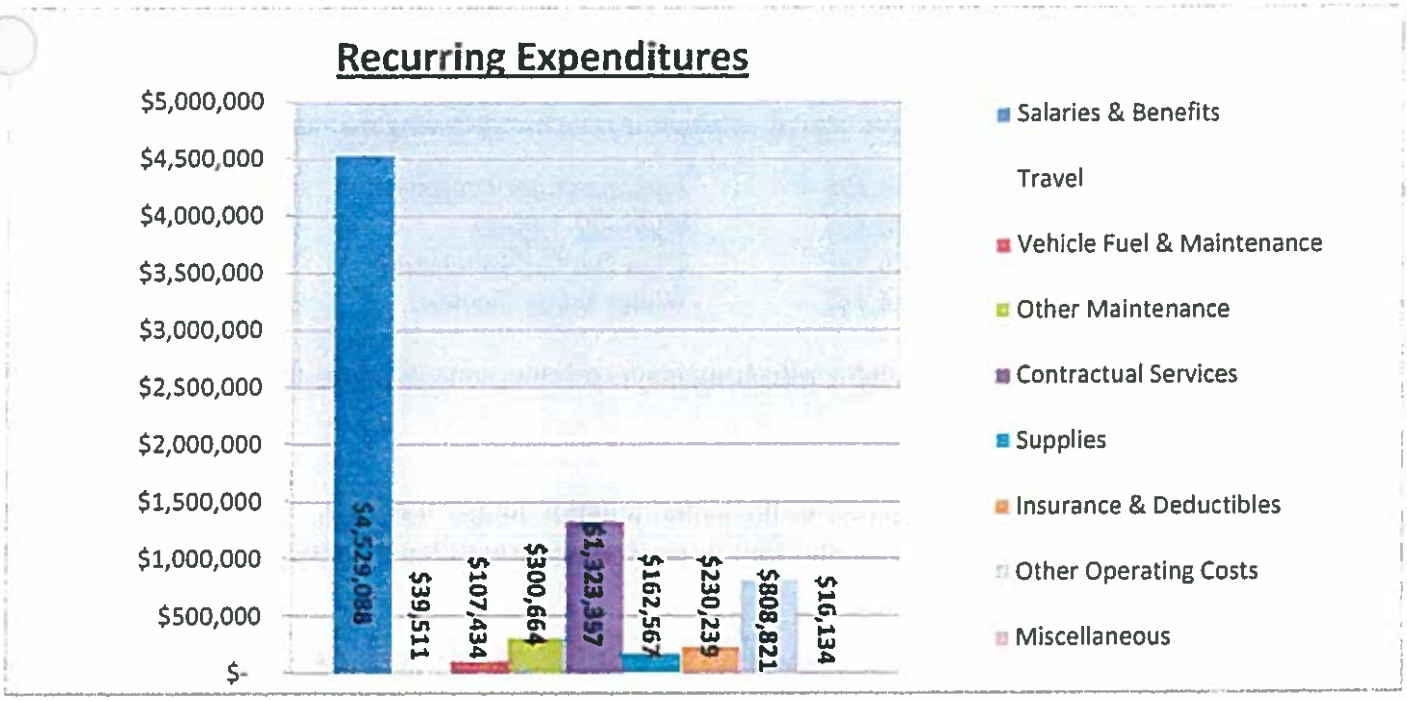
Enclosed is a report summarizing the financial activities of the County through the month ending July 31, 2013.

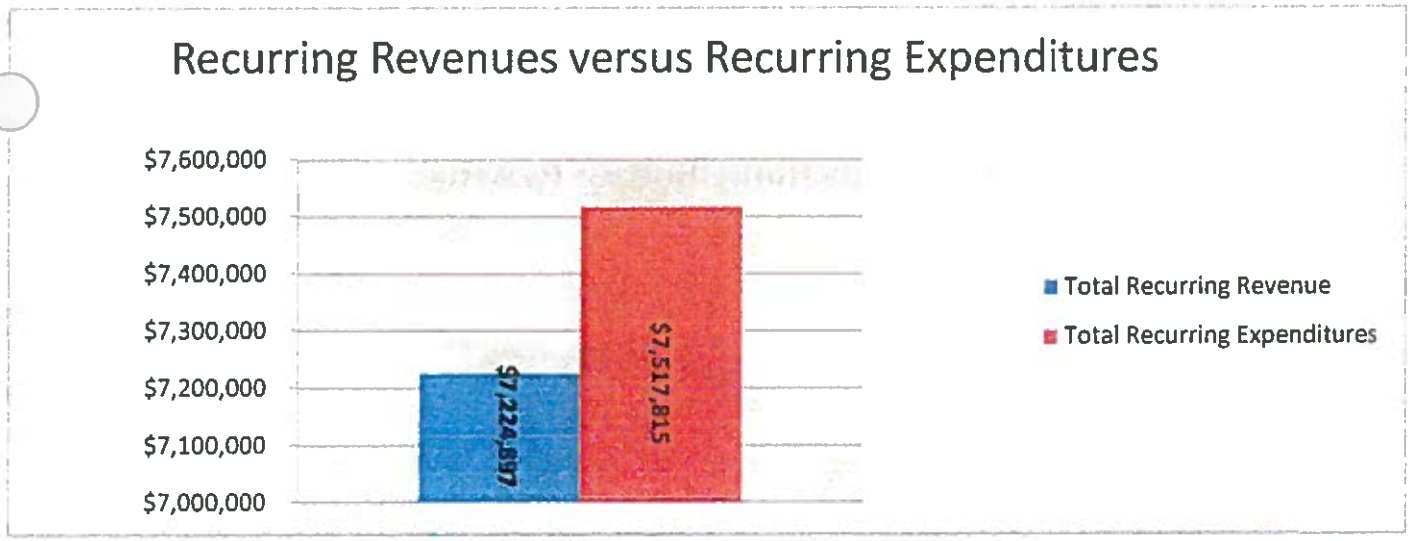
BACKGROUND:

This is a comparison of revenues and expenditures on a recurring versus non-recurring basis. The monthly report will still highlight major revenue sources. Below are several charts that identify 1) the recurring revenue sources, 2) the recurring expenditures and 3) a comparison of the two side by side.

ECURRING VERSUS NON-RECURRING







Through the month of July, as noted in the charts above, the expenditures of $7.5 million exceeded the revenues of $7.2 million. Expenditures exceeding revenue collections at the start of each fiscal year is normal. Typically, the collection of property taxes is cyclical and higher within the months of December – January and May – June. Beginning in the month of December the revenue collections will materialize at a level sufficient to sustain expenditures. In those earlier months, it is the budgeted cash that balances the budget.

NON-RECURRING EXPENDITURES

Capital expenditures are non-recurring expenditures funded by non-recurring sources. Such sources include bond proceeds, special appropriations, grants and cash balances from excess revenues of prior years. Th capital expenditures incurred through the month of July 2013 total $2.5 million.

The following is a listing of some of the major capital expenditures incurred during the month of July:

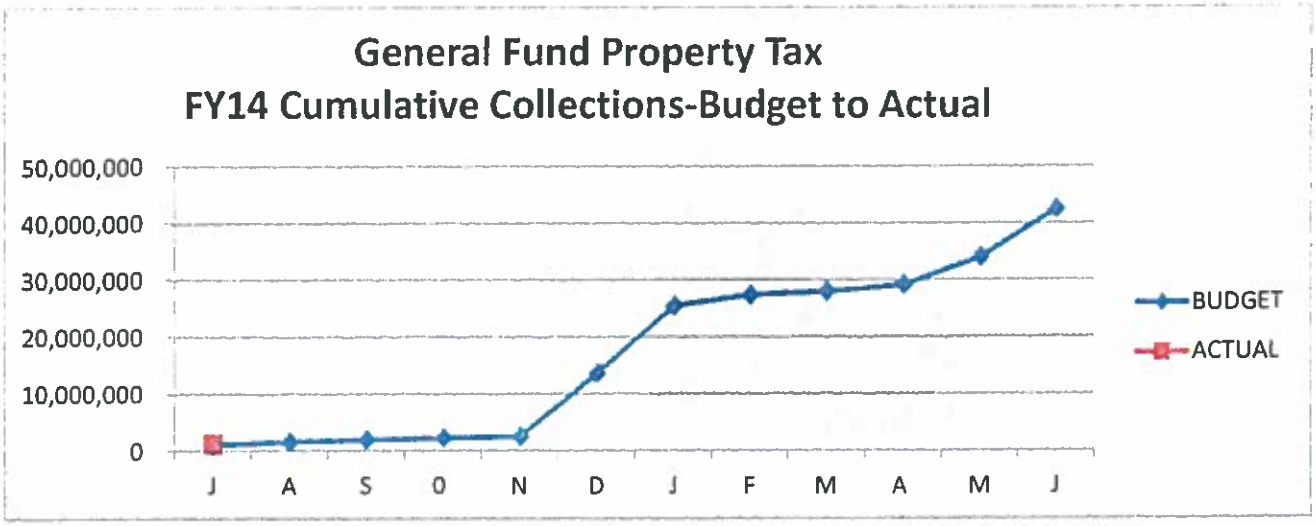
Town of Edgewood Fire Station	$ 317,423	Judicial Court Complex	$ 487,994
Old District Court Bldg	$ 56,493	Eldorado Library	$ 64,774
Edgewood Open Space	$ 55,749	Caja Del Rio Extension	$ 512,051
North Weimar Road	$ 114,142	Water Meter Devices	$ 29,549

Also included for your information are the charts reflecting major revenue sources and collections through July.

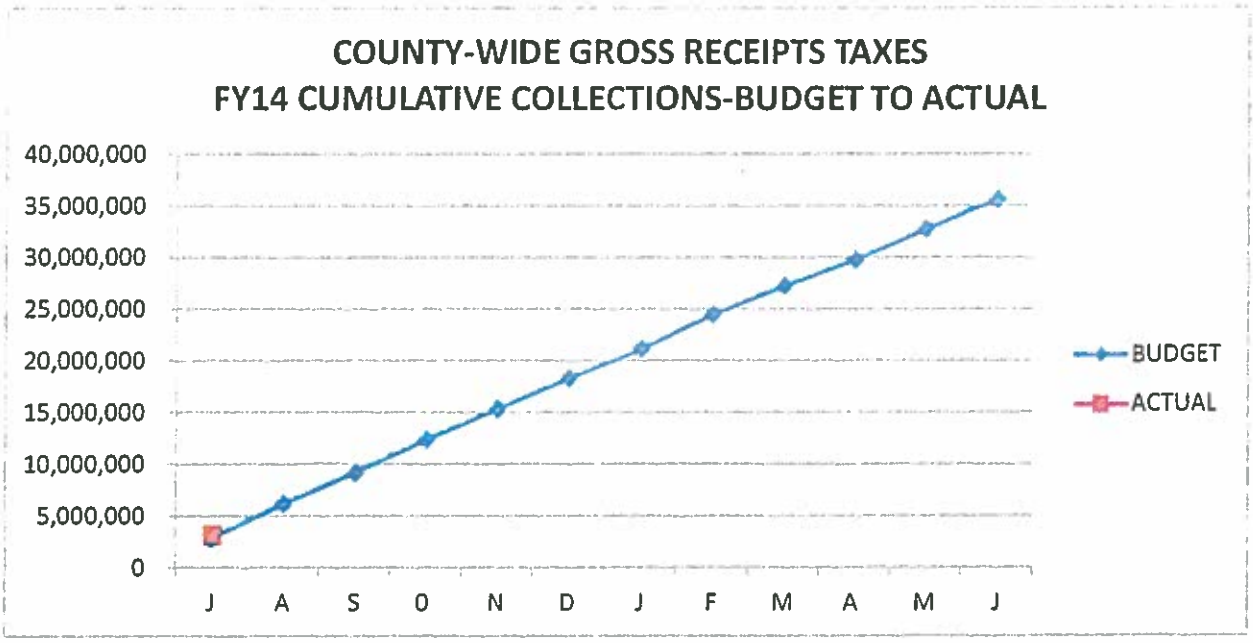
REVENUE:

Property tax is recorded monthly and compared to the actual monthly budget forecasts. Property tax revenue budget estimates are conservative, as a budget shortfall in tax receipts would have a serious impact on various County operations.

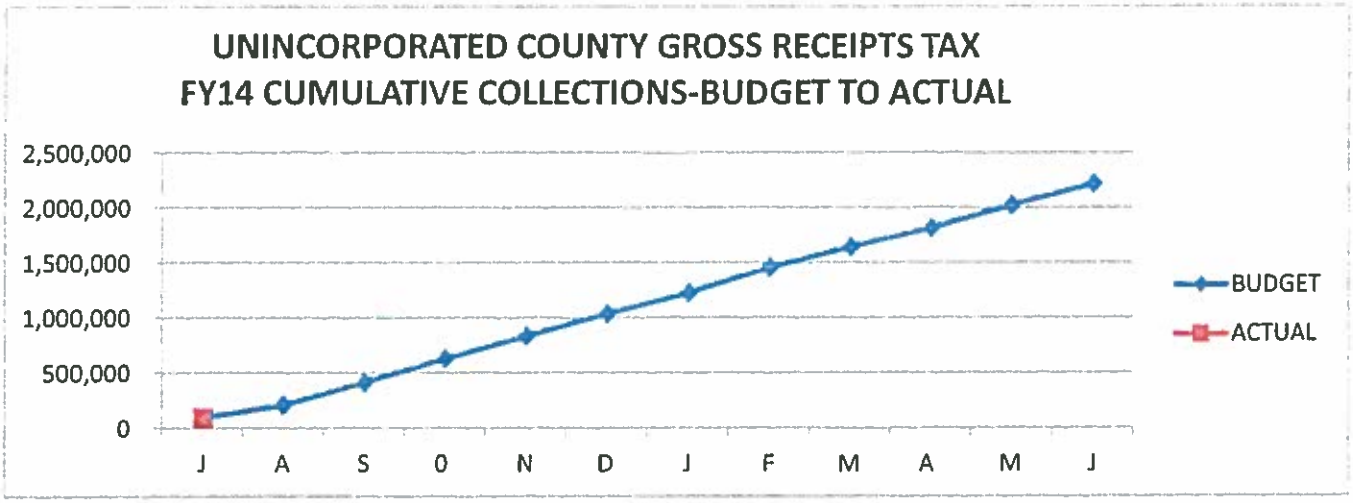
Actual property tax collections of $1.3 million through the end of July exceed the budget of $975K by $370K. The collections are $130,684 or 10% above the prior year's collections for the same time period. The chart below includes collections through July, which reflect that collections are $370,198 better than the established budget.



The gross receipts taxes are estimated from trend data and from economic analysis of the business activities in the areas of construction, wholesale, retail and service sectors. Combined, both the county-wide and the unincorporated gross receipt taxes collected through July total $3.3 million and are $387K greater than or 13% above the budgeted amount of $2.9 million. July collections were greater than the collections of the prior year by $243,859 or 7% for the same time period.



The actual unincorporated GRT collections for FY 2012 consistently fell below the forecasted budget level and began to rebound in FY 2013. In FY 2014 the total unincorporated GRTs for July are above budget by $5,901. The unincorporated GRT collections total $103,739 for the month of July and are 8% or $7,894 above the prior year collections.



SUMMARY:

The finance division is concentrating on the annual audit for FY 2013 and will continue working on the quarterly reviews of established performance measures as well as the completion of the citizen's survey. In the prior year, both property tax and gross receipt tax collections were lower than the amounts collected July 2013. It does appear that the collections are slightly rebounding and hopefully the trends and collections will continue on an upward path.

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: *Aug 19, 2013*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

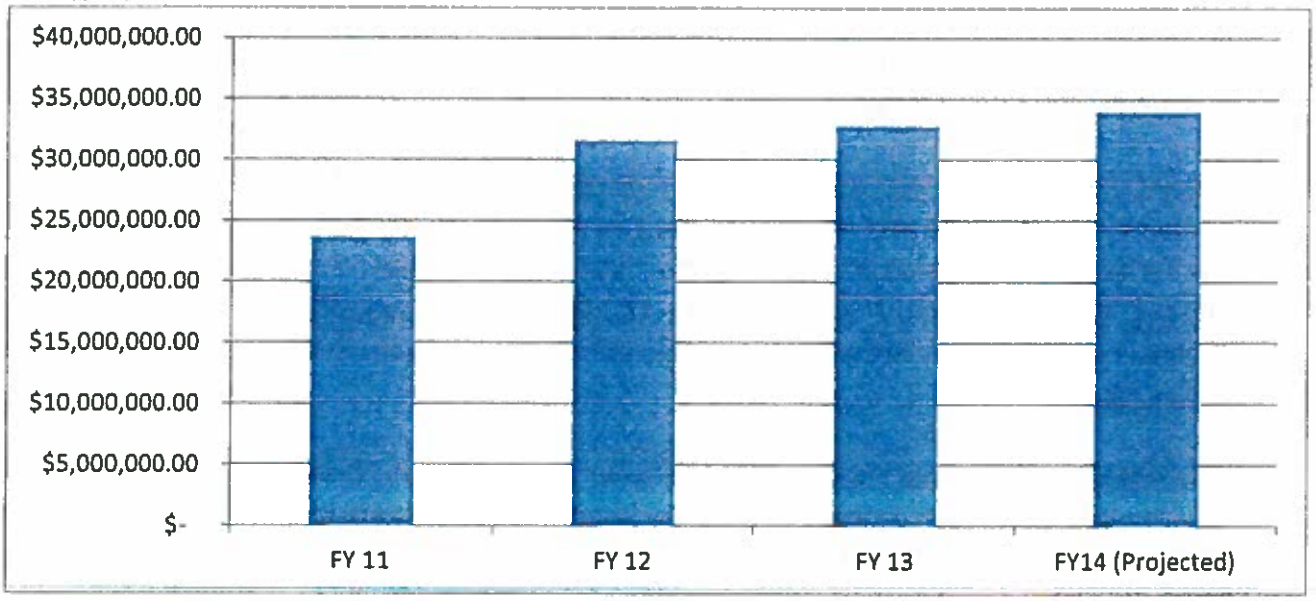
FROM: *Adam Leigland, Public Works Director*

ITEM AND ISSUE: PUBLIC WORKS MONTHLY REPORT FOR AUGUST 2013

DISCUSSION

Capital Project Delivery

The chart below shows the total capital execution per year over the last three fiscal years and FY14 projected workload.



These figures don't include BDD payments or water rights purchases. Not only is FY14 slightly higher in total dollar amount, it is also high in the total number of individual projects. We have already encumbered $5.4M of the FY14 total, so we are on a good track to fully execute by the end of the fiscal year.

We are currently managing 100 procurements. Some highlights below:

- Caja del Rio Road: completed 100% of paving operations
- Hale Road: The base course is complete.
- Roach Road: Sub grade and base course is complete. The chip seal will start Monday, August 19, weather permitting.
- Jaymar Road: Sub grade is complete. Contractor has started on the culverts.
- Vista Redonda Paving. Completed PPR for Engineering Services for Paving and Drainage Design
- Romero Park: A Public Meeting is scheduled for August 20, 2013 from 5:30 to 8:00 PM at the Nancy Rodriguez Community Center
- Northern New Mexico Recreation Complex: A public meeting is scheduled August 28 from 7:00-8:00 PM at Pablo Roybal Elementary Multi-Purpose Room. The public survey for needs assessment has been launched.
- Edgewood Fire Station: Work is progressing smoothly as the project nears completion. The application of grass seeding is scheduled to begin on Monday. Fire Staff budgeted $14,234.61 and is working with Commissioner Anaya's office to identify additional funding for LED marquee sign in the amount of $4,000.00. The Fire Chief approved that the project electrician will complete installation of wires for marquee sign. The total cost of wire installation is $7,058.21 with 4 days added to contracts completion date. The new completion date is scheduled for August 21, 2103.
- Ken and Patty Adam Senior Center/County Community Center: Staff met with the landscape architect and reviewed the first version of design of outdoor spaces. Staff and architect reviewed plans of expansion/addition that are complete. The completion date of design and construction drawings has been revised to September 16, 2013 to accommodate the coordination of additional parking and outdoor space that will serve the Community Center as well as the Vista Grande Library.
- Vista Grande Library Expansion: The contractor is working on backfilling interior of stem walls for preparation for concrete slabs. The electrician is scheduled to complete parking lot wiring to parking lots disturbed during excavation of footings. The Fire Department has completed review of fire suppression system and a meeting is to be scheduled with Fire Department to review fire alarm plans. The completion date is scheduled for October 23, 2013.
- La Cienega Fire Station #2 Addition/Renovation: The topography survey was completed on Friday, August 16, 2013. The soils engineer is scheduled to drill on Friday, August 16th. Staff is requesting the civil engineer to provide a cost proposal for an analysis of septic system, which

maintenance staff feel needs upgrade. The architect has requested a HAZMAT investigation for potential contaminates –lead in paint or asbestos. The schedule for design completion is September 22, 2013.

- La Cienega Fire Station #1 Renovation: The Contractor is nearly complete applying color coat to exterior of building and continues with the installation of drywall and installing interior insulation. The Fire Chief is asking that a new roof be priced for the facility. Discussion was held and the contractor is working on a proposal that would apply new pro-panel over the existing pro-panel.

- Pojoaque Fire Station: Volunteer side interior remodel: A meeting is scheduled with Fire Chief on Tuesday, August 20, to discuss scope of work. Fire Chief is asked to meet with Joseph Gutierrez to establish budget for project.

- Madrid Ball Park Grandstands: With the contract now signed, staff we will set up a Kick off meeting for Phase Two of the Oscar Huber Memorial Ballpark

- Edgewood Community Center Garden: The project has been completed; the concrete slabs for 3 - 3,000 gallon water storage tanks are poured and curing. The remaining work of developing the rainwater harvesting and drip irrigation system for the garden is to be done by the Cooperative Extension Service and the Edgewood Soil & Water Conservation District.

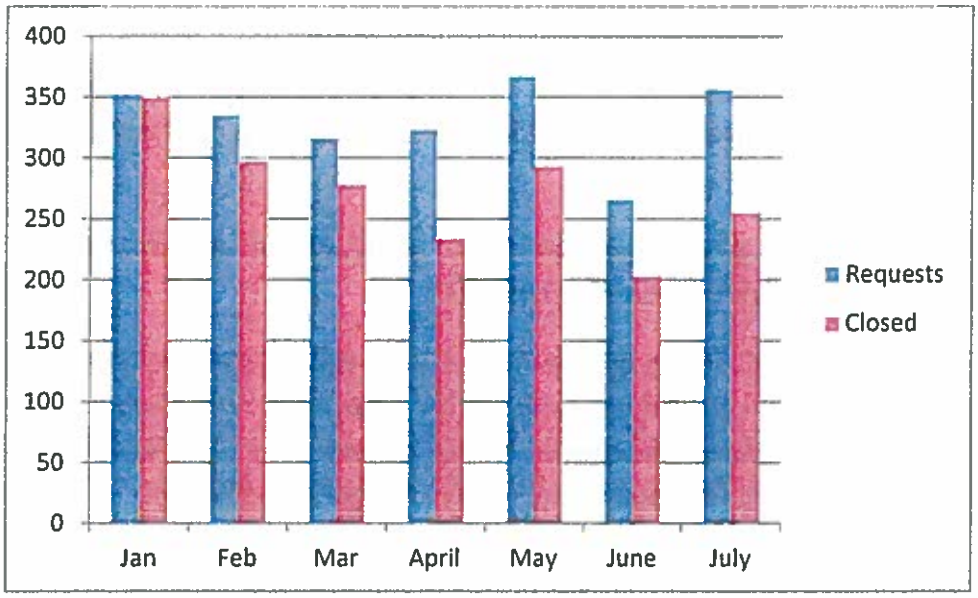
- Rabbit Road Trailhead: The construction NTP has been issued; work will begin on September 9, 2013, with work scheduled to be completed by November 13, 2013.

I am presenting a proposal to the City's Bicycle Technical Advisory Committee (BTAC) on August 21, as the first step in a potential project swap between the City and the County. The County is widening Old Santa Fe Trail (OSFT) to allow for striped shoulders for bicycle and pedestrian safety, from El Gancho Way to City limits. This project was identified as a high priority in the Metropolitan Bicycle Plan, both in and outside of City limits. During public meetings for the project, the public asked if the City portion of the project, which is currently not being planned, could be accelerated. Meanwhile, through the annexation negotiations, the City and County have agreed to jointly address the drainage issues on the section of West Alameda Avenue that will be annexed. In response to the public's request to accelerate the bike lanes inside City limits on OFST, City and County staff came up with the idea of a project swap: The City will take on the entire responsibility of the West Alameda project, while the County will take on the entire OFST bike lane project. At this point, the dollar amounts for the two efforts appear roughly equal, and both staffs feel that the OFST bike lane project will be overall cheaper if one entity manages the entire project. Such a project swap seems to have merit for both sides and will require the execution of agreements between the City and the County. The City public works director has asked that the BTAC presentation be made by the County as the mechanism for him to continue to pursue the idea.

Information on all active projects can be found in the attached Table 1: Capital Project Status Update.

Operation and Maintenance

Work order completion rates for the month of July are shown at Table 2 (attached), while the chart below shows the monthly work order activity levels. Note that for large events like snow removal or storm repair, only one work order per day is opened instead of, say, opening an individual work order for every plowed road. This eases work management but it does somewhat distort the true level of work in the chart below. Completion rates are continuing to slip. The recent storms have seriously hampered the ability of the road maintenance crews to close out work orders. The low rate of facility work order completion is in large part an artifact of the way work orders are being managed and is being addressed.



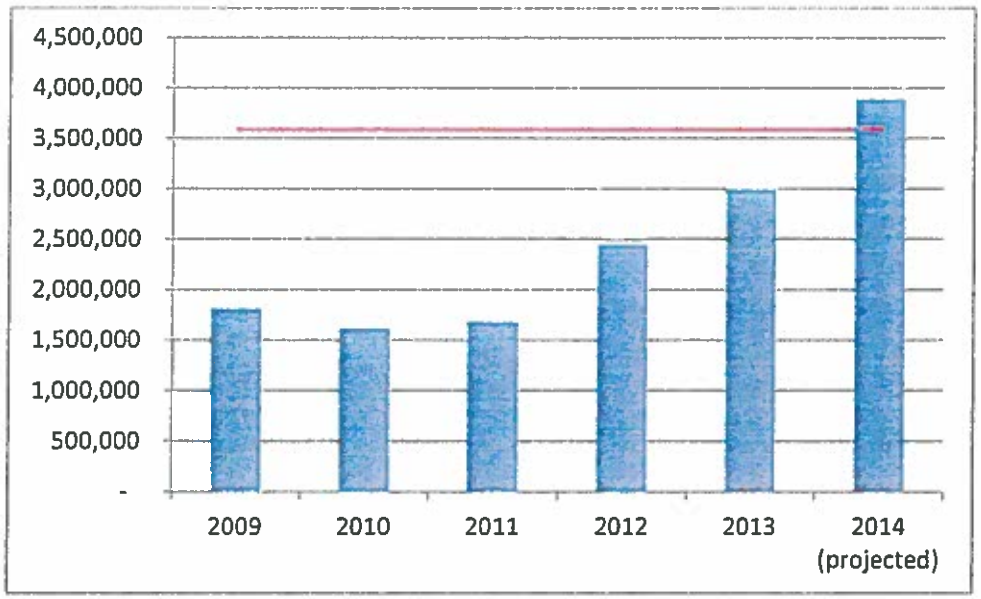
The City is continuing to transfer customers onto solid waste service in the annexation areas, and is about 65% complete. The remaining 35% of customers are currently under contract with the private hauler Waste Management, Inc, (WMI), who has proven reluctant to release customers from their contracts. The City estimates that it may not have full customer transfer until January 2014.

Staff continues to work with the Jacona Land Grant on siting a new solid waste transfer station on the north portion of their grant. They accepted the draft lease agreement that was presented in July, with one small change, and we will present the conceptual site plan to their board on August 29.

The new facility operations and maintenance manager started on August 19. The facility condition assessment study is in the RFP evaluation stage. Nine proposals were received, and interviews with the top three proposers are scheduled for August 30.

Utilities

The chart below shows the Utility's gross revenues over the last five fiscal years, demonstrating a steady upward climb (FY09 is somewhat anomalous because the County sold water to the Railrunner construction contractor that year), along with the FY14 projection. The red line marks the minimum revenues needed for financial autonomy, and the FY14 projections are that we will surpass that line this year. Included in the FY14 projections are the new revenues from supplying the State Penitentiary with water and from the new customers associated with annexation.



Annexation: The assumption of former City water and wastewater customers associated with annexation is in progress. A contract has been awarded to swap out the individual water meters of the new County customers; this will be done in phases over two months. Meanwhile, City and County staff are negotiating a bulk sewer rate so that sewer customers can be transferred at the same time. Transferred customers will be receiving their first bill from the County over the next two months.

The 2005 *Water Resources Agreement* between the City and the County says that any time the County would like a new wholesale water delivery point, it must request it from the City, and that the City may not "unreasonably deny" such requests. Twelve requests for new delivery points have been submitted to the City: ten for annexation, one for Las Campanas, and one for a new line down Old Santa Fe Trail (which will eventually serve UDV). While originally the City said that these requests must go to the City Council, on Aug 19, City staff said that the requests could be approved at the staff level. This is good news and the County's desire since the beginning.

The Chupadero MDWCA asset inventory was completed. Chupadero is appealing its water rights to the Office of the State Engineer, and so the OSE has asked us to pause the acquisition process until the water rights questions is settled, which we were led to believe is imminent. We will now enter into negotiations with the association to finalize the purchase agreement as soon as the Office of the State Engineer gives us the go-ahead.

The Utility Director announcement was posted on August 16th, and interest in the position has been pleasantly high--I have already received numerous enquiries. Meanwhile, the BDD has received a list of candidates for the BDD facility manager position, after the third round of solicitation. I was on the last interview team, and I expect to be so again.

ACTION REQUESTED:

None; for information only.

SANTA FE COUNTY

Capital Project Status Update (As of 8/19/2013 12:04:20 PM)

	PW ProjectNbr	Project Name	Nature of Procurement	% Complete	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Project Manager
1	7708	Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Design	100	2	$59,406.47	$59,406.47	3/1/2009	12/31/2013	Colleen Baker
2	7716	South Meadows Open Space	Design	100	2	$58,000.00	$58,000.00	6/4/2012	10/31/2013	Colleen Baker
3	7725	El Rancho and Pojoaque Court Renovation	Construction	100	1	$60,500.00	$55,664.65	4/29/2013	7/29/2013	Scott Rivers
4	0133	Upgrade Edgewood Senior Center Garden	Construction	99	3	$42,000.00	$39,346.58	5/31/2013	8/2/2013	Scott Rivers
5	1860	Adult Detention Facility Plumbing Upgrades	Construction	99	1 2 3 4 5	$105,025.63		8/5/2013	9/30/2013	Joseph Martinez
6	1473	Design Quill Plant Improvements 1	Design	98	3	$200,000.00	$20,300.00	8/24/2012	12/14/2012	Paul Olafson
7	7801	Santa Fe River Greenway: San Isidro Park River Channel Restoration	Construction	98	2		$1,539,324.86	11/1/2012	8/29/2013	Scott Rivers
8	0789	Cundiyo Parking Lot	Design	95	1	$8,557.63	$8,557.63	2/18/2013	7/31/2013	Chuck Vigil
9	6167	CR 54 Los Pinos - Archaeological Study	Archaeology	95	3	$5,798.54	$5,798.54	7/18/2013	8/16/2013	Chuck Vigil
10	7716	Design South Meadows Open Space	Design	95	2		$58,000.00	9/2/2013	11/1/2013	Scott Rivers
11	8005	Edgewood Fire Station	Construction	95	3	$3,370,259.00	$3,192,080.90	9/17/2012	8/21/2013	Ron Sandoval
12	0798	Design Old Santa Fe Trail Multimodial	Design	90	4	$264,692.00	$252,011.10	3/5/2013	7/31/2013	Chuck Vigil
13	6188	Upgrade La Tierra Road	Construction	90	2	$640,000.00		7/8/2013	7/31/2013	David Padilla
14	7120	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Other	86	2	$60,131.50	$60,131.50	7/1/2012	9/30/2013	Colleen Baker
15	1474	Old Santa Fe Trail Water Line	Design	85		$190,000.00	$167,154.00	2/15/2013	8/30/2013	Russell Rodke
16	1870	Youth Development Program Plumbing Upgrades	Construction	85	1 2 3 4 5	$250,000.00		8/5/2013	9/30/2013	Joseph Martinez
17	1870	Youth Development Center Shower Upgrade & Repair	Construction	85	1 2 3 4 5	$148,753.98		8/5/2013	9/30/2013	Joseph Martinez
18	6166	Caja Del Rio Road - Construction	Construction	85	2	$4,100,000.00	$3,800,366.47	9/4/2012	9/27/2013	Chuck Vigil
19	6166	Caja Del Rio - Project Management, QA & Inspection Services	Construction	85	2	$343,872.97	$343,872.97	8/1/2012	10/25/2013	Chuck Vigil
20	6194	Improve North Weimar Road	Construction	80	3	$348,600.00	$364,600.00	7/8/2013	8/29/2013	David Padilla
21	7121	Stanley Wellness Center Phase 1	Design	75	3	$35,000.00	$32,468.15	11/6/2012	8/30/2013	Scott Rivers
22	7121	Stanley Wellness Center Phase 1	Construction	75	3	$190,000.00	$188,963.00	5/7/2013	11/15/2013	Scott Rivers
23	7708	Santa Fe River Greenway Engineering Design Services	Design	74	2	$412,725.85	$199,265.15	10/3/2012	12/20/2013	Colleen Baker
24	0753	Design Ken & Patty Adams Senior Center	Design	70	5	$120,000.00	$46,225.00	10/17/2012	6/30/2013	Ron Sandoval
25	6191	Improve Hale Road	Construction	45	3	$501,325.00	$775,126.82	8/1/2013	8/30/2013	David Padilla
26	7123	District Attorney Complex Energy & Accessibility Improvements	Design	40	1 2 3 4 5	$120,000.00	$78,262.84	12/14/2012	8/30/2013	Paul Olafson
27	0533	Espanola Basin Water Conservation Grant	Other	35	1 2 3 4 5		$77,447.88	3/1/2012	9/30/2013	Joseph Gutierrez
28	6181	NE-SE Connectors Location Study	Plan	35	5	$500,000.00	$420,000.00	2/4/2013	7/18/2014	Chuck Vigil
29	0132	Upgrade Human Resources Building	Construction	30	1 2 3 4 5	$100,000.00	$52,957.78	7/15/2013	9/13/2013	Joseph Martinez
30	7124	Admin Building Computer & Communications Room	Design	30	1 2 3 4 5	$35,000.00	$23,540.00	4/30/2013	8/31/2013	Paul Olafson

SANTA FE COUNTY

Capital Project Status Update (As of 8/19/2013 12:04:20 PM)

31	1449	Design Water Transmission Line TL6S	Design	27	4 5	$333,080.30	$333,080.30	2/17/2012	10/30/2013	Paul Olafson
32	1474	Design Lamy Junction Water Transmission Line	Design	27	4 5	$411,368.96	$411,368.96	5/4/2012	10/30/2013	Paul Olafson
33	0739	Vista Grande Library Addition / Construction	Construction	25	5	$1,470,000.00	$748,237.87	4/30/2013	2/15/2014	Ron Sandoval
34	0840	Add to and Renovate La Cienega Fire Station No. 2	Design	25	3	$350,000.00	$31,590.75	6/30/2013	9/22/2013	Ron Sandoval
35	2219	Old Judicial Complex Redevelopment Study	Plan	25	1 2 3 4 5	$125,000.00	$93,751.80	5/21/2013	10/31/2013	Paul Olafson
36	6163	Improve Jaymar Road	Construction	25	3	$182,300.00	$182,300.00	8/1/2013	8/28/2013	David Padilla
37	0840	Remodel La Cienega Fire Station No. 1	Construction	20	5	$650,000.00	$501,607.62	6/30/2013	10/31/2013	Ron Sandoval
38	1430	Design CR62/Caja del Oro Waterline Extension	Design	20	2	$212,636.00	$23,563.20	7/16/2013	10/31/2013	Paul Olafson
39	1473	Upgrade West Lagoon Liner at Quill Treatment Plant	Construction	20	3	$222,995.44	$222,995.44	5/20/2013	10/13/2013	Paul Olafson
40	7706	Mt. Chalchihuitl	Acquisition	20	3	$988,499.00	$52,859.35	8/1/2012	12/27/2013	Colleen Baker
41	7707	Rabbit Road Trailhead	Construction	20	4	$86,238.12		9/9/2013	10/16/2013	Scott Rivers
42		Design La Cienega Water Line Improvements	Design	15	3	$300,000.00		3/15/2013	11/15/2013	Paul Olafson
43	0732	Romero Park	Design	15	2	$175,000.00	$163,351.00	5/17/2013	1/10/2014	Colleen Baker
44	0790	Nambe Water Quality Improvements	Other	15	1	$13,618.00		9/16/2013	12/6/2013	Scott Rivers
45	1463	Design Valle Vista Force Main	Design	15	3	$11,399.00	$11,399.00	7/15/2013	9/30/2013	Paul Olafson
46	1465	Construct Glorieta MDWCA Water System Improvements	Construction	15	4	$424,759.00		9/10/2013	11/27/2013	Paul Olafson
47	1472	Rio Quemado Watershed Restoration	Design	15	1	$96,681.75	$96,681.75	5/8/2013	11/15/2013	Colleen Baker
48	1473	Replace Pumps at Quill Wastewater Treatment Plant	Construction	15	3	$85,000.00	$54,900.20	7/30/2013	9/30/2013	Paul Olafson
49	1860	Upgrade ADF Security Cameras	Construction	15	1 2 3 4 5	$170,000.00		10/7/2013	12/31/2013	Joseph Martinez
50	1860	Upgrade Adult Detention Facility Perimeter Lighting	Construction	15	1 2 3 4 5	$930,000.00		10/16/2013	12/31/2013	Joseph Martinez
51	1860	Upgrade Adult Detention Light Fixtures	Construction	15	1 2 3 4 5	$105,025.63		10/1/2013	12/31/2013	Joseph Martinez
52	1870	Upgrade Youth Development Program Control Panel	Construction	15	1 2 3 4 5	$310,000.00		8/19/2013	9/30/2013	Joseph Martinez
53	6104	Arroyo Alamo West Drainage Study - FY14	Design	15	1	$15,000.00	$11,813.75	7/29/2013	11/29/2013	Chuck Vigil
54	6167	CR 54 Los Pinos Road All Weather Structure Design	Design	15	3	$95,000.00	$79,411.76	8/12/2013	12/31/2013	Chuck Vigil
55	6170	CR98 Road Widening Phase II - Eng During Construction Svcs	Construction	15	1	$15,270.30	$15,270.30	9/16/2013	4/30/2014	Chuck Vigil
56	6170	CR 98 Road Widenig Phase II - Construction Services	Construction	15	1	$2,362,631.73		9/16/2013	4/30/2014	Chuck Vigil
57	6170	CR98 Road Widiing Phase II - PR, Inspection and QA Services	Construction	15	1	$156,987.27	$156,598.27	9/16/2013	4/30/2014	Chuck Vigil
58	6184	Herrada Road Paving Design	Design	15	5	$100,000.00	$86,474.16	8/12/2013	12/27/2013	Chuck Vigil
59	7701	Arroyo Hondo Trail	Design	15	5	$470,572.00	$442,524.00	12/13/2012	2/28/2014	Colleen Baker
60	7708	Santa Fe River Greenway Acquisition	Acquisition	15	2	$531,756.83	$531,756.83	10/9/2012	11/1/2014	Colleen Baker
61	0150	Public Safety Complex Upgrade Design	Design	10	1 2 3 4 5	$100,000.00		8/15/2013	12/31/2013	Paul Olafson

SANTA FE COUNTY

Capital Project Status Update (As of 8/19/2013 12:04:20 PM)

62	0150	Public Works Programming & Master Plan	Plan	10	1 2 3 4 5	$25,000.00		8/27/2013	12/24/2013	Paul Olafson
63	0751	Oscar Huber Grandstand Phase II	Design	10	3	$22,000.00		8/20/2013	10/31/2013	David Padilla
64	1473	Quill Plant South Field Effluent Distribution Valve Replacement Phase 2	Construction	10	3	$50,000.00		8/15/2013	9/30/2013	Paul Olafson
65	1870	Upgrade Youth Development Perimeter Fencing Phase II	Construction	10	1 2 3 4 5	$94,480.35		8/19/2013	8/30/2013	Joseph Martinez
66	1870	Youth Development Center Perimeter Lighting	Construction	10	1 2 3 4 5	$200,000.00		8/5/2013	9/30/2013	Joseph Martinez
67	6183	Torcido Loop - Archaeological Survey	Archaeology	10		$48,683.69	$48,683.69	7/18/2013	9/27/2013	Chuck Vigil
68	7006	La Bajada Ranch Planning & Programming	Plan	10	3	$120,000.00		9/28/2012	3/29/2015	Mark Hogan
69	7006	La Bajada Ranch Remediation and Reroofing	Construction	10	3	$70,000.00		8/15/2013	10/31/2013	David Padilla
70	7122	Highway 14 Senior/Community Center	Acquisition	10	3	$350,000.00		11/5/2012	10/31/2013	Agnes Leyba-Cruz
71	7125	Northern Santa Fe County Recreation Complex	Plan	10	1	$180,000.00	$168,846.57	7/11/2013	6/19/2014	Colleen Baker
72	7723	Nambe Community Center, Park and Headstart Site Improvements	Design	10	1	$193,029.00	$46,615.39	6/14/2013	9/20/2013	Colleen Baker
73	0736	Pojoaque Sports Field	Design	9	1	$50,000.00				Colleen Baker
74	0834	Design Hondo Fire Station Addition	Design	5	4	$180,000.00		8/15/2013	6/30/2014	Paul Olafson
75	6182	Upgrade County Road 55A General Goodwin Rd.	Design	5	3	$100,000.00		9/23/2013	12/27/2013	Chuck Vigil
76	7707	Santa Fe Rail Trail Segments 2-3	Construction	5	4, 5	$1,289,857.00		7/1/2013	1/31/2014	Colleen Baker
77	1458	La Cienega / Cienguilla Monitoring	Design	2	3	$150,000.00		6/10/2013	2/3/2014	Karen Torres
78	7121	Design Stanley Community Wellness Center Phase 2	Design	2	3	$15,098.41		9/2/2013	12/31/2013	Scott Rivers
79	7707	Santa Fe Rail Trail Segment 4	Construction	2	5	$440,901.00		8/30/2013	1/31/2014	Scott Rivers
80	7732	Agua Fria Monument Signs	Construction	2	2	$83,846.00		9/16/2013	6/30/2014	Colleen Baker
81	7711	Thornton Ranch Open Space	Design	1	3	$200,000.00		2/1/2014	1/30/2015	Colleen Baker
82	0736	Pojoaque Sports Fields	Construction	0	1	$950,000.00				Colleen Baker
83	0753	Construct Addition to Ken & Patty Adam Senior Center	Construction	0	5	$850,000.00		10/30/2013	7/30/2014	Ron Sandoval
84	0842	Construct Santa Fe County Glorieta Fire Station	Design	0	4	$50,000.00	$50,000.00	9/2/2013	3/3/2014	Ron Sandoval
85	1449	TL6S (Rancho Viejo-Eldorado Connector Line	Construction	0	5	$2,500,000.00		2/1/2014	8/1/2014	Paul Olafson
86	1473	Quill Water Reclamation Plant – Treatment Improvements	Construction	0	5	$500,000.00		1/1/2014	10/31/2014	Paul Olafson
87	1476	Construct a Wastewater Collection and Water Reclamation System for Greater Glorieta	Construction	0	4	$600,000.00		1/1/2014	12/31/2014	Paul Olafson
88	2219	Renovate Old Judicial Courthouse Redevelopment	Design	0	1 2 3 4 5	$475,000.00		12/15/2013	6/15/2014	Paul Olafson
89	6184	Herrada Road Improvements - Construction	Construction	0	5	$900,000.00		4/28/2014	9/30/2014	Chuck Vigil
90	6192	Improve Western Road	Construction	0	3	$452,565.00		8/1/2013	9/2/2013	David Padilla
91	6193	Improve B Anaya Road	Construction	0	3	$311,000.00	$311,359.79	8/1/2013	9/2/2013	David Padilla
92	6195	Improve Roach Road	Construction	0	3	$138,540.00	$138,540.00	8/1/2013	9/2/2013	David Padilla

Revision.
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SANTA FE COUNTY

Capital Project Status Updates (as of 8/19/2013 12:04:20 PM)

93	6196	Upgrade County Road 26 - Simmons Road	Construction	0	3	$460,000.00	$447,513.66	8/30/2013	9/16/2013	David Padilla
94	7006	Design La Bajada Ranch	Design	0	3	$504,726.00		6/15/2015	6/15/2016	Mark Hogan
95	7122	Construct a Senior / Community Center on HWY 14	Design	0	3 5	$494,839.00		1/1/2014	7/1/2014	Ron Sandoval
96	7123	District Attorney Complex Energy & Accessibility Improvements	Construction	0	1 2 3 4 5	$650,000.00		11/15/2013	3/30/2014	Paul Olafson
97	7124	Admin Building Computer & Communications Room	Construction	0	1 2 3 4 5	$275,000.00		10/1/2013	12/31/2013	Paul Olafson
98	7716	Construct South Meadows Open Space Phase 1	Construction		2	$400,361.00	$4,111.13	11/15/2013	5/12/2014	Scott Rivers

TABLE 2: WORK ORDER PRODUCTION RATES

July 2013

TRAFFIC

7/1/13 to 7/31/13

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	41	41	36
2	2	2	2
3	12	12	10
4	2	2	2
5	20	20	18
TOTAL	77	77	68
		100.00%	88.31%

YEAR TO DATE

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	194	193	187
2	169	168	168
3	103	102	101
4	49	49	49
5	124	124	122
TOTAL	639	636	627
		99.53%	98.12%

BUILDING SERVICES

7/1/13 to 7/31/13

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	16	15	15
2	11	11	11
3	4	4	4
4	1	1	1
5	13	13	13
County-wide	20	12	11
TOTAL	65	56	55
		86.15%	84.62%

YEAR TO DATE

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	88	87	87
2	62	61	61
3	26	26	26
4	4	4	4
5	54	54	54
County-wide	130	130	130
TOTAL	364	362	362
		99.45%	99.45%

TABLE 2: WORK ORDER PRODUCTION RATES

July 2013

FACILITIES

7/1/13 to 7/31/13

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	21	15	9
2	7	7	3
3	8	4	3
4	10	10	6
5	19	17	6
County-wide	53	40	17
TOTAL	118	93	44
		78.81%	37.29%

YEAR TO DATE

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	77	66	56
2	60	56	47
3	35	30	26
4	42	40	32
5	53	41	26
County-wide	425	395	330
	692	628	517
		90.75%	74.71%

ROADS

7/1/13 to7/31/13

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	32	32	29
2	5	5	4
3	9	9	9
4	34	34	33
5	16	15	14
TOTAL	96	95	89
		98.96%	92.71%

YEAR TO DATE

COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	156	152	147
2	46	46	44
3	169	167	167
4	147	147	135
5	102	100	99
TOTAL	620	612	592
		98.71%	95.48%

Coming Attractions

Project	What	When
Rabbit Road Trailhead, Rail Trail	Construction begins	Sept 9, 2013
CR 98 Widening Ph II	Construction begins	Sept 15, 2013
HR Building Renovation	Construction completion	Sept 15, 2013
La Cienega FS #2 Expansion/Renovation	Design completion	Sept 22, 2013
Glorieta Mutual Domestic Water System	Award construction contract	Sept 24, 2013, BCC

Public Works

We Make It Happen

Santa Fe County Capital Project Delivery

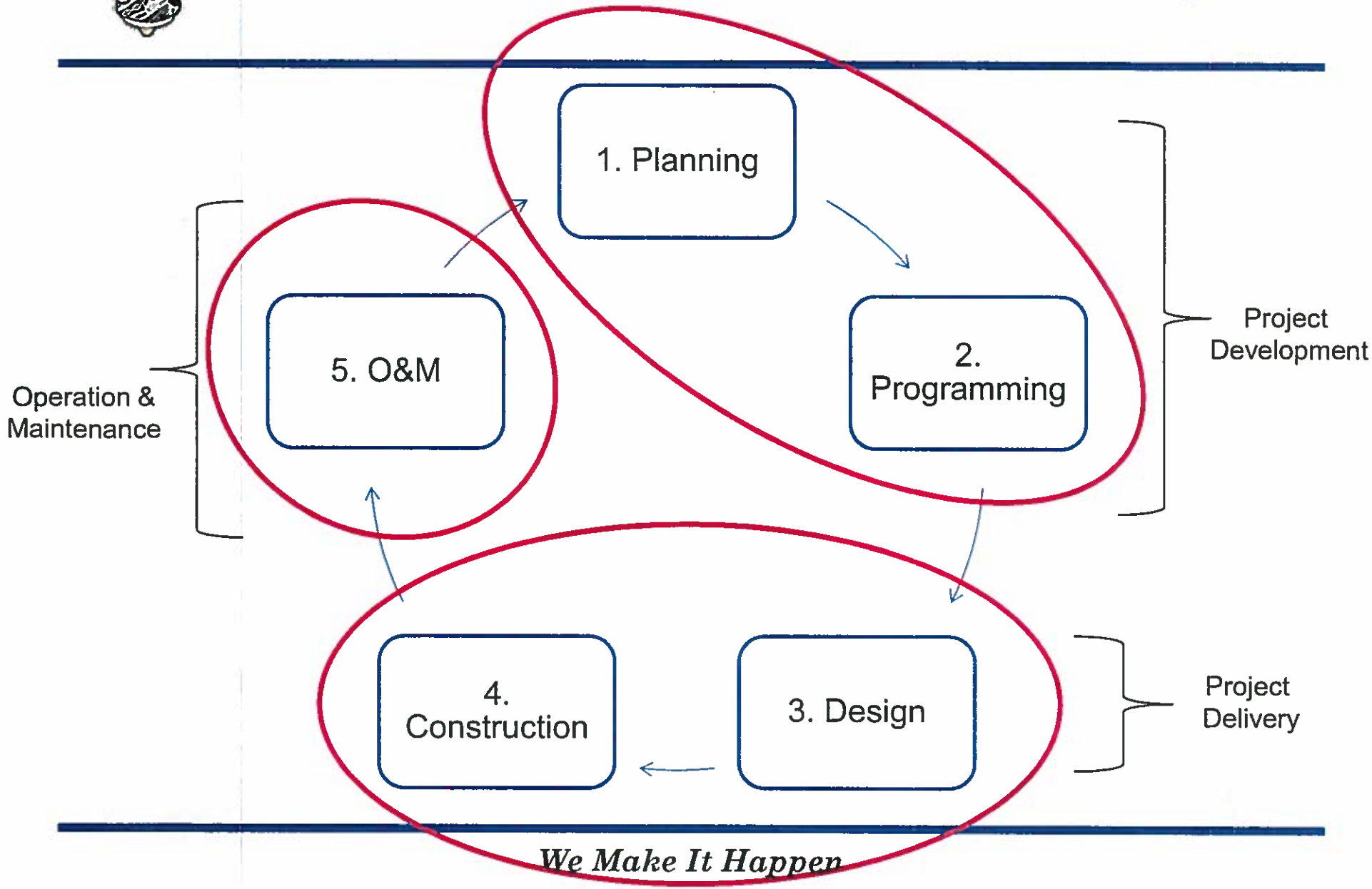
Getting it on the Train

Adam Leigland
Department Director
Aug 27, 2013

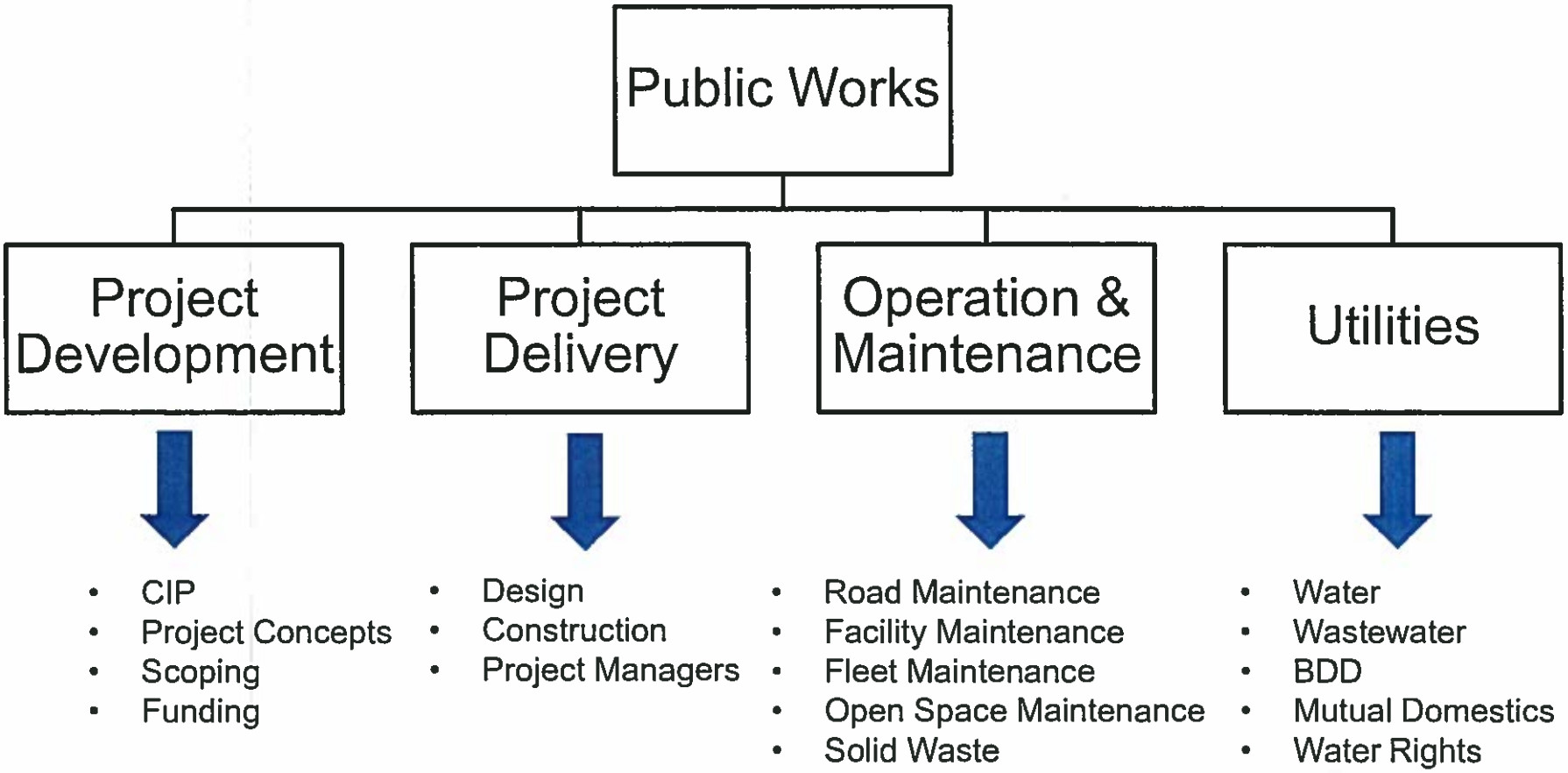
PW Mission Statement

Deliver, operate, and maintain County capital assets, real property, and infrastructure

Capital Asset Lifecycle



Public Works Organization



Capital Project Flow

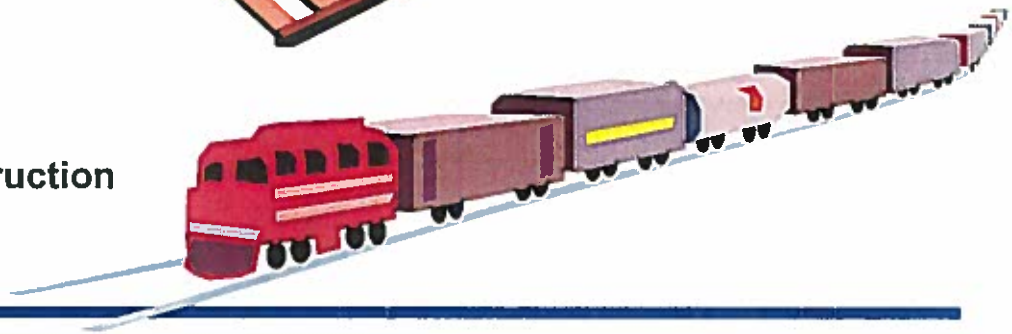
- Step 1: Identify the "need"
- Step 2: Link the stated "need" to an existing County program
- Step 3: Create project concept, insert concept on Capital Improvement Plan
- Step 4: Rank items on CIP
- Step 5: Prioritize items for the fiscal year
- Step 6: Allocate funds to individual items on CIP
- Step 7: Complete Programming, Schematic, Final Design to flesh out concepts into projects
- Step 8: Construction
- Step 9: Close out and transfer to O&M

"Getting it on the Train"

Warehouse. Identify the need (Capital Improvement Plan)

Truck. Funding earmarked but project not active

Station. Planning, Development, and Design



Train. Construction

We Make It Happen

Capital Project Flow

Capital Improvement Plan (CIP)

List of all identified capital needs
- Includes estimated cost
- New or existing need
- Conceptual at this stage
- Link to County programs
- Managed by Project Development

➢ 318 items
➢ $319M

→

Capital Execution Program (CEP)

Funding earmarked but project not yet active
- Turned from concept into executable project
- Planned for design/construction in future years
- Managed by Project Development

➢ 80 items
➢ $63.7M

→

Project Execution Report

Funded and active projects
- Managed by Project Delivery

➢ 74 projects
➢ $47.7M

Report Card

- 44 projects, $76M delivered in FY13
- 318 project concepts, $319M "in the warehouse" (On the CIP)
- 56 project concepts, $49.2M "on the truck" (future funding earmarked but project not yet active)
- 52 projects, $31.0M "at the station" (in planning and design)
- 48 projects, $16.7M "on the train" (in construction)

Obstacles to Timely Delivery

- Project Concept not fully defined/scope questions/no program driving the need
- Project concept jumps the line prematurely
- Project needs design
- Land acquisition issues, easement issues, unwilling sellers, lawsuits, multi-agency coordination needed
- Funding issues
- Differing site conditions or site options
- Emergencies take priority and push others back

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
1	FY13-0045	Renovate RECC Facility Expansion & Equipment	5,000 sq. ft. expansion to RECC to house dispatch staff. Also to purchase communication radios, training room equipment, screens/monitors/computers), and a residential information system.	Facilities	$2,800,000	1	1	1	1	1	0	$2,800,000
2	FY13-0046	Purchase Fire Equipment County Wide	Purchase and upgrade self contained breathing apparatus, personal protection equipment and defibrillation equipment replacement.	Other	$1,000,000	1	1	1	1	1	0	$3,800,000
3	FY13-0047	Purchase Santa Fe County Public Works Equipment	purchase heavy equiptment, tractors, water trucks etc.	Other	$1,500,000	1	1	1	1	1	0	$5,300,000
4	FY13-0048	Up Grades to the SF County Public Housing Sites	This will allow for up-grades to the Section 8 housing sites in SFC	Facilities	$1,500,000	1	0	1	0	0	0	$6,800,000
5	FY13-0049	Upgrade of Utilities at Santa Fe County Fairgrounds	Necessary upgrades for the construction of the new Extension Agent facility. Includes water and wastewater as well as power uprades to the site	Facilities	$200,000	1	1	1	1	1	0	$7,000,000
6	FY13-0050	Upgrade Irrigation Works to the Acequia de Baranco Blanco	Design and upgrade of the acequia to allow for a smooth and efficient water flow	Water	$50,000	1	0	0	0	0	0	$7,050,000
7	FY13-0051	Construct a Wastewater Collection and Water Reclamation System for Greater Glorieta	Project entails the installation of lines connecting the once separate systems in Glorieta East and the Village of Glorieta, plus the development and equipping of a new water supply well	Wastewater	$900,000	0	0	0	1	0	0	$7,950,000
8	FY13-0052	Improvements to the Romero Park	Improve entire park	Parks	$1,000,000	0	1	0	0	0	0	$8,950,000
9	FY13-0053	Perform Feasibility Study for Sewer System within the Airport Development District.	Feasibility Study for Sewer System to serve existing and future facilities off Caja del Rio Road	Utilities	$100,000	0	1	0	0	0	0	$9,050,000
10	FY13-0054	DELETE Build an Agricultural Revitalization Institute Community Farm	Involve the community and local farmers in an organization that provide organic fruits and vegetable	Water	$1,000,000	0	0	0	0	0	0	$10,050,000
11	FY13-0055	Construct Agua Fria Roundabout Prairie Dog Loop, entrance to park, La Famila Medical Center and CR62	Ths will allow for a roundabout for prarie dog loop, the entrance to the park, La Famila Medical Center.	Roads	$250,000	0	1	0	0	0	0	$10,300,000
12	FY13-0056	Perform Feasibility Study for Agua Fria Community Garden & Flood Control Project	Agricultural use in the form of a community garden as part of the discharge plan for storm water.	Water	$100,000	0	1	0	0	0	0	$10,400,000

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
13	FY13-0057	Design and Construct Sewer Extension within the Agua Fria Village	Extension of wastewater collection service to serve residential and commercial areas of the Agua Fria community	Utilities	$1,000,000	0	1	0	0	0	0	$11,400,000
14	FY13-0058	Construct Water line to serve the Agua Fria Community		Water	$1,000,000	0	1	0	0	0	0	$12,400,000
15	FY13-0059	Agua Fria Drainage Plan	Develop a drainage plan to address stormwater to include catchment ponds versus storm drains.	Water	$25,000	0	1	0	0	0	0	$12,425,000
16	FY13-0060	Construct Agua Fria Pedistrian Access	Pedestrian access from the Community Center to the Romero Park. This will be by means of a speed hump crossing, under CR 62, or a pedesrian bridge.	Roads	$100,000	0	1	0	0	0	0	$12,525,000
17	FY13-0061	Constructs Recycling Facility - Agua Fria Village	Plan, design, and construct, aquire property for a facility for residents to take their recycling	Facilities	$1,400,000	0	1	0	0	0	0	$13,925,000
18	FY13-0062	Improve river bank and protect sewer line for Agua Fria Community	Improvements to the Santa Fe River to include stream bank stabilization and sewer line protection.	Water	$250,000	0	1	0	0	0	0	$14,175,000
19	FY13-0064	Construct of Agua Fria Road Roundabout and Henry Lynch Road	Construction of a roundabout at Henery Lynch, and Agua Fria.	Roads	$200,000	0	1	0	0	0	0	$14,375,000
20	FY13-0065	Construct Bus Shelters - Agua Fria Road	Construction of five bus shelters along Agua Fria Road.	Facilities	$150,000	0	1	0	0	0	0	$14,525,000
21	FY13-0066	Purchase Agua Fria Road Solar Driver Feedback Signs	the Village of Agua Fria would like these types of sign throughou the Village limits.	Roads	$100,000	0	1	0	0	0	0	$14,625,000
22	FY13-0067	Construct a Senior Center for the Village of Agua Fria, and surrounding residents.	Construct a 3,500 sq. ft. senior center for the residents of Agua Fria and surrounding residents.	Facilities	$1,500,000	0	1	0	0	0	0	$16,125,000
23	FY13-0068	Perform Engineering Study for Agua Fria Utility Corridor Plan	Establish utility corridor or shared easements for water, sewer, wastewater/drainage, electric, gas, telephone and cable.	Other	$300,000	0	1	0	0	0	0	$16,425,000
24	FY13-0069	Upgrade Agua Fria Water System and Purchase Water Rights	Design of a community water system for the Agua Fria area and purchase of in basin water rights	Water	$425,000	0	1	0	0	0	0	$16,850,000
25	FY13-0070	Upgrade Arroyo Alamo West (CR 88D) Drainage Improvements	Uprades for CR 88D, for proper and safe drainage.	Roads	$1,000,000	1	0	0	0	0	0	$17,850,000
26	FY13-0071	Construct Arroyo Hondo Trail	5 mile trail construction connecting the Rail Trail to Avenida del Sur.	Parks	$5,600,000	0	0	0	0	1	0	$23,450,000
27	FY13-0072	Construct Arroyo Hondo Trail Bridge	Construction of a bridge spanning the Arroyo Hondo near Richards Avenue	Parks	$1,000,000	0	0	0	0	1	0	$24,450,000

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28	FY13-0073	Construct Avenida Azul Muti-Use Trail	One mile asphalt multi-use trail along Avenida Azul for pedestrians and bicyclists.	Parks	$550,000	0	0	0	0	1	0	$25,000,000
29	FY13-0074	Upgrade Avenida Buena Ventura Road Improvements	The scope of the projects entails asphalt paving of 0.23 miles of Avenida Buena Ventura. Beginning terminus is Avenida Amistad and ending terminus is Avenida Vista Grande.	Roads	$149,000	0	0	0	0	0	0	$25,149,000
30	FY13-0075	Upgrade Avenida de Amistad Road Improvements	The scope of the projects entails asphalt paving of 0.49 miles of Avenida Amistad. Beginning terminus is Avenida del Monte Alto and ending terminus is Avenida Buena Ventura.	Roads	$253,400	0	0	0	0	1	0	$25,402,400
31	FY13-0076	Avenida de Amistad Multi-Use Trail		Parks	$45,000	0	0	0	0	1	0	$25,447,400
32	FY13-0077	Construct Avenida Eldorado Multi-Use Trail Extension		Parks	$80,000	0	0	0	0	1	0	$25,527,400
33	FY13-0078	Upgrade Avendia Ponderosa Chip Seal	.59 miles of chip seal to be done by a contractor	Roads	$120,000	0	0	0	1	0	0	$25,647,400
34	FY13-0079	Upgrade Balsa Road Improvements and Trail	Consist of Chip seal of 1.2 miles on Balsa Road, done by a contractor.	Roads	$240,000	0	0	0	0	1	0	$25,887,400
35	FY13-0081	Upgrade Calle Victoriano	Base Course 4.35 miles to be done by a contractor	Roads	$566,000	0	1	0	0	0	0	$26,453,400
36	FY13-0082	Improve Camino Capilla Vieja-Clear and Stage Fencing	Improve roadway drainage along approximately 1 mile of La Capilla Vieja Road.	Roads	$225,000	0	0	1	0	0	0	$26,678,400
37	FY13-0083	Upgrade Camino Chupadero Stormwater Improvements	Adjust culvert depth for Acequia and widen County Road to standards, speed bumps, inlet pipe diversion structure.	Roads	$332,900	1	0	0	0	0	0	$27,011,300
38	FY13-0084	Improvements to Camino La Capilla Vieja Improvements	The residents of the La Cienega area are requesting funding to improve roadway drainage along approximately 1 mile of La Capilla Vieja Road	Roads	$250,000	0	0	1	0	0	0	$27,261,300
39	FY13-0086	Improve Camino La Tierra - Redesign Mailbox Turnout	The residents of La Tierra are requesting funding for the re-design of the mailbox turnout. The re-design is needed in order to ensure the safety of residents accessing their mailboxes	Roads	$200,000	0	1	0	0	0	0	$27,461,300
40	FY13-0087	Upgrade Camino La Tierra Road Improvements	2" Asphalt Over lay	Roads	$1,300,000	0	1	0	0	0	0	$28,761,300

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41	FY13-0088	Upgrade Camino Pacifico Road Improvements	The scope of the projects entails a chip seal surface on Camino Pacifico, beginning at Paseo del Pinon and ending at Nine Mile Road a distance of 0.96 miles.	Roads	$192,000	0	0	0	1	0	0	$28,953,300
42	FY13-0089	Improve Camino San Jose Road	The improvements will include the acquisition of easements, drainage and asphalt on approximately 1.3 miles of roadway	Roads	$178,000	0	0	1	0	0	0	$29,131,300
43	FY13-0090	Improve Camino Sudeste Road	Chip seal .64 miles	Roads	$128,000	0	0	0	1	0	0	$29,259,300
44	FY13-0091	Upgrade Camino Tetzcoco Road Improvements	Chip seal .63 miles.	Roads	$126,000	0	0	0	1	0	0	$29,385,300
45	FY13-0092	Construct Water line for Canoncito Water System Project		Water	$5,510,000	0	0	0	1	0	0	$34,895,300
46	FY13-0093	Design and Construct Wastewater Collection System for Carlson Subdivision	Provide wastewater collection and eliminaion of old individual septic tanks for aporoximatly 100 homes.	Utilities	$100,000	0	0	0	0	1	0	$34,995,300
47	FY13-0094	Design and Construct Water Distribution System for Carlson Subdivision	Install 12,000 feet of 8" distribution water lines, complete with fire hydrants and other pertiment fixtures.	Utilities	$526,000	0	0	0	0	1	0	$35,521,300
48	FY13-0095	Cedar, Willow, Oak, N. Pinon, Juniper Improvements		Roads	$500,000	0	0	0	0	0	0	$36,021,300
49	FY13-0096	Cerros Cantando Subdivision	The scope of the projects entails a chip seal surface on the roads within the subdivision totaling a distance of 0.89. These roads would be constructed by a contractor.	Roads	$178,000	0	0	0	1	0	0	$36,199,300
50	FY13-0097	DELETE Construct a Cerrillos Communtiy Center and Park		Parks	$1,500,000	0	0	1	0	0	0	$37,699,300
51	FY13-0098	Design and Construct water line to serve Churchill Road- CCD	Install 2,300 feet of 8 inch distribution water line complete with fire hydrants and other pertiment fixtures at the end of Churchill Road.	Utilities	$196,693	0	0	0	0	1	0	$37,895,993
52	FY13-0099	Chupadero/Tesuque Fire Department Hydrant		Utilities	$50,000	1	0	0	0	0	0	$37,945,993
53	FY13-0100	Upgrade Chupadero Water System		Water	$59,566	1	0	0	0	0	0	$38,005,559

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54	FY13-0101	Improve Cochiti East and West Road Improvements	Improvements to Cedar, Willow, Oak, N. Pinon, and Juniper Roads off of South Fork. The improvements will include base course and culverts of the roadway	Roads	$125,000	0	0	0	0	1	0	$38,130,559
55	FY13-0102	County Road 101B Improvements		Roads	$150,000	1	0	0	0	0	0	$38,280,559
56	FY13-0103	Construct County Road 115 Low Water Crossing	The crossing poses a safety hazard due to erosion after flooding or acequia overflow; at these times crossing the arroyo is virtually impossible, rendering the roadway impassable for many hours	Roads	$1,200,000	1	0	0	0	0	0	$39,480,559
57	FY13-0104	Improve County Road 12B Improvements	This will consist of placing chip seal on existing road for 2.5 miles	Roads	$500,000	0	0	1	0	0	0	$39,980,559
58	FY13-0105	Upgrade County Road 33 Improvements	2 inch asphalt overlay on CR 33, beginning at US 285 and ending at the end of the existing asphalt - a distance of 1.54 miles.	Roads	$700,000	0	0	1	1	0	0	$40,680,559
59	FY13-0106	Upgrades to County Road 42 Speed Reduction	This will consist of adding traffic reduction devices based on Public Woks recommendation.	Roads	$30,000	0	0	1	0	1	0	$40,710,559
60	FY13-0107	Upgrade County Road 45	Resurfacing of County Road 45, and speed reduction from State Road 14 to Highview Lane.	Roads	$1,300,000	0	0	1	0	1	0	$42,010,559
61	FY13-0108	Upgrade County Road 50F Improvements	Chip seal on CR 50F, beginning at the 1-25 frontage road and ending at CR 54 a distance of 1 mile.	Roads	$500,000	0	0	1	0	0	0	$42,510,559
62	FY13-0110	Upgrade County Road 50A - Camino San Jose	The scope of the projects entails asphalt paving of 0.73 miles of CR 50A. Beginning terminus is Entrada La Cienega and ending terminus is the edge of existing asphalt.	Roads	$375,000	0	0	1	0	0	0	$42,885,559
63	FY13-0111	County Road 50F		Roads	$127,137	0	0	0	0	0	0	$43,012,696
64	FY13-0112	Upgrade County Road 51	Project will consist of 3 miles of chip seal.	Roads	$600,000	0	0	1	0	0	0	$43,612,696

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65	FY13-0113	Upgrade County Road 55A General Goodwin Rd.	Construction of drainage and roadway paving improvements on 2.2 miles of CR 55A (General Goodwin Ranch Road).	Roads	$1,500,000	0	0	1	0	0	0	$45,112,696
66	FY13-0115	Upgarade County Road 62, Agua Fria Rd.	The project will consist of 2.1 miles of chip seal.	Roads	$420,000	0	1	0	0	0	0	$45,532,696
67	FY13-0116	Improve County Road 63, La Joya Area	The improvements will include grading and base course of the roadway	Roads	$100,000	0	0	0	1	0	0	$45,632,696
68	FY13-0117	Upgrade County Road 78 Improvements	The improvements will include drainage, culverts and paving of approximately one mile of roadway.	Roads	$200,000	1	0	0	0	0	0	$45,832,696
69	FY13-0118	Upgrade County Road 98	This will be for phase II, which will be for guard rail, and walking shoulder on the East side of the road, Phase II.	Roads	$1,000,000	1	0	0	0	0	0	$46,832,696
70	FY13-0120	Upgrade County Road 84 Speed Reduction	This will require P/W Department to assess the area and determine what type of speed reduction devices are required.	Roads	$20,000	1	0	0	0	0	0	$46,852,696
71	FY13-0121	Improve County Road 104	Chip seal .57 miles of road	Roads	$115,000	1	0	0	0	0	0	$46,967,696
72	FY13-0122	Construct All Weather Crossing on County Road 113	This will require A/E services for an all weather crossing. Once A/E services are complete, that will determine the type of all weather crossing.	Roads	$1,200,000	1	0	0	0	0	0	$48,167,696
73	FY13-0124	Upgrade County Road 20B	The scope of the projects entails a base course surface on White Lakes Road, beginning at NM 41 and going east distance of 4.5 miles to the intersection of Rough Road.	Roads	$415,000	0	0	1	0	0	0	$48,582,696
74	FY13-0125	Upgrade County Road 26 - Simmons Road	Project consists of base course the remaining portion of the road which was not completed in phase one. Road is approximately 11 miles long.	Roads	$460,000	0	0	1	0	0	0	$49,042,696
75	FY13-0126	Upgrade County Road 2B - HMA Paving & Drainage	Will consists of Hot Mix Asphalt (HMA) for .35 miles.	Roads	$165,000	0	0	1	0	0	0	$49,207,696
76	FY13-0130	Upgrade County Road 88 Traffic Calming	This will require P/W Department to assess the area and determine what type of speed reduction devices are required.	Roads	$100,000	1	0	0	0	0	0	$49,307,696
77	FY13-0132	Upgrade County Road 89 B Improvements	The project will include paving and drainage upgrades for approximately .36 miles.	Roads	$600,000	1	0	0	0	0	0	$49,907,696

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78	FY13-0133	Upgrade County Road 98 Guard Rail and Safety Fencing	This will be for phase II, which will be for guard rail, and walking shoulder on the East side of the road, Phase II.	Roads	$1,150,000	1	0	0	0	0	0	$51,057,696
79	FY13-0134	Upgrade County Road 89E	Santa Fe County Residents are requesting funding for the implementation of flood control and berming bridge to North County Road 89E.	Roads	$889,501	1	0	0	0	0	0	$51,947,197
80	FY13-0135	Cuatro Villas Transmission Line for Sombrillo Elem	Project complete. Funded though WTB grant to Cuatro Villas	Water	$500,000	1	0	0	0	0	0	$52,447,197
81	FY13-0136	Cuatro Villas/Greater Chimayo		Water	$250,000	1	0	0	0	0	0	$52,697,197
82	FY13-0138	Create El Mirador Records Infrasturcture		Other	$400,000	0	0	0	0	1	0	$53,097,197
83	FY13-0139	Upgrade Eldorado Monument/Sign	This will require an individual to go and assess the project and determine what it will cost to replace the letters.	Roads	$20,000	0	0	0	0	1	0	$53,117,197
84	FY13-0140	Upgrade Eldorado Transfer Station Up Grades	Eldorado transfer station is in need of pavement and access upgrades for area residents	Facilities	$150,000	0	0	0	0	1	0	$53,267,197
85	FY13-0141	Construct Wastewater Collection System in Edgewood	Assist in the development of a wastewater treatment system to serve the Town of Edgewood and surrounding areas.	Water	$100,000	0	0	1	0	0	0	$53,367,197
86	FY13-0142	Upgrade Water System at the Tank 4 Site -Eldorado Water and Sanitation District	Installation of: water pressure booster pump, appurtenances and transmission lines at the EAWSDTank Four	Water	$300,000	0	0	0	0	1	0	$53,667,197
87	FY13-0143	Improvements to the Eldorado Community Ball Park	Santa Fe County is requesting funding to improve the Eldorado Community Ball Park.	Parks	$500,000	0	0	0	0	1	0	$54,167,197
88	FY13-0144	Consruct Eldorado To Community College Trail	Eldorado to Community College Community Trail	Parks	$1,000,000	0	0	0	0	1	0	$55,167,197
89	FY13-0145	Delete Upgrade Water Storage Capacity for Eldorado Water & Sanitation District	Same as project 24629 - Delete	Water	$0	0	0	0	0	1	0	$55,167,197
90	FY13-0146	Upgrade Eldorado Vista Grande Library Parking Lot	Paving of the parking lot. Parking lot is currently base coursed.	Facilities	$50,000	0	0	0	0	1	0	$55,217,197
91	FY13-0147	Construct Eldorado Area Teen Center	The residents of El Dorado are requesting funding to plan, design, acquire land for and equip a teen center to serve the area.	Facilities	$1,500,000	0	0	0	0	1	0	$56,717,197

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92	FY13-0148	Construct Well House and Maintanince Facility Eldorado Water & Sanitation District	Construction of a maintenance shop and well house facility for EAWSD	Water	$1,000,000	0	0	0	0	1	0	$57,717,197
93	FY13-0149	Perform an Eldorado to US Highway 285 Park/Trails Plan	Study for a park/trails plan for the Eldorado, US Highway 285 area.	Parks	$50,000	0	0	0	0	1	0	$57,767,197
94	FY13-0150	Upgrade Encantado Road Improvements	The project will consist of 2.11 miles of chip seal.	Roads	$422,000	1	0	0	0	0	0	$58,189,197
95	FY13-0151	Upgrade Entrada La Cienega	This will require SFC to hire A/E Services to determine the scope and cost of the project.	Roads	$750 000	0	0	1	0	0	0	$58,939,197
96	FY13-0152	Upgrade Fonda Road Improvements	The Project will consists of 4 miles of chip seal	Roads	$80,000	0	0	0	0	1	0	$59 019,197
97	FY13-0153	ConstructFood Depot	The Food Depot is requesting funding for a Warehouse/Facility to distribute food to County nonprofit organizations.	Facilities	$1,500,000	0	1	0	0	0	0	$60,519,197
98	FY13-0154	Ugrade Frasco Road	This will consist of 43 miles of chip seal	Roads	$90,000	0	0	0	0	1	0	$60,609,197
99	FY13-0155	Greater Glorieta Water Supply Improvements-Phase I	Replacing and looping distribution lines and replacing valves for the aging infrastructure, a new well	Water	$1,000,000	0	0	0	1	0	0	$61,609,197
100	FY13-0156	Construct Galisteo Regional Trail Network Development	Develop a regional trail system that would connect the community(s) and surrounding areas.	Parks	$2,000,000	0	0	0	0	1	0	$63,609,197
101	FY13-0157	Improvements to the Galisteo Watts Park Improvements	Galisteo Watts Park, for a drip system installed consisting of drip tubing around the perimeter on the park, and a water timing control unit, and an electrical outlet.	Facilities	$11,000	0	0	1	0	0	0	$63,620,197
102	FY13-0158	Construct Sewer Interconnection in Glorieta Area	Phase II of Project FY-2013-0163 "Perform Feasibility Study for Glorieta Area Waste Water System" Will provide sewer service to 100 households	Utilities	$255,700	0	0	0	1	1	0	$63,875,897
103	FY13-0159	Glorieta Area Regional Water System Planning	Funded by 2012 GOB	Water	$100,000	0	0	0	0	1	0	$63,975,897
104	FY13-0160	Improve Glorieta Estates Road Improvements	The scope of the projects entails a chip seal surface on the remaining unpaved roads within the subdivision totaling a distance of 1.05. These roads would be constructed by a contractor.	Roads	$200,000	0	0	0	1	0	0	$64,175,897

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105	FY13-0162	Glorieta Area Tank Upgrade	DELETE - Project completed) Project #97 in SLDC CIP	Water	$0	0	0	0	1	0	0	$64,175,897
106	FY13-0163	Perform Feasibility Study for Glorieta Area Waste Water System	(THIS PROJECT WAS COMPLETED BY MOLZEN CORBIN AND ASSOCIATES IN 2011 WITH WTB FUNDING. NEW 2012 GOB FUNDS WILL PAY FOR THE EXECUTION OF RECOMMENDED FACILITIES)	Water	$75,000	0	0	0	1	0	0	$64,250,897
107	FY13-0164	Glorieta East MDWCA Water System Improvements	Delete Funded by 2012 GOB - Project #98 and #362 in 2010 CIP	Water	$675,000	0	0	0	1	0	0	$64,925,897
108	FY13-0165	Greater Chimayo Water System Improvements	Funded per JPA dated April 29, 2008 Project # 361 SLDC 2010 CIP	Water	$250,000	1	0	0	0	0	0	$65,175,897
109	FY13-0166	Upgrade Herrada Road Improvements	Asphalt paving of 1.9lmiles of Herrada Road. Beginning terminus is Avenida Casa del Oro and ending terminus is Herrada Terrace.	Roads	$900,000	0	0	0	0	1	0	$66,075,897
110	FY13-0167	Upgrade Hidalgo Court Improvements	This will require .12 miles of chip seal	Roads	$25,000	0	0	0	0	1	0	$66,100,897
111	FY13-0168	Design and Construct District Water and Wastewater System Improvements- South Saint Francis	Design and construct county waterlines and create a regional wastewater system. Includes 7,000 ft of 12 in. 12,000 ft of 8 in. water lines and 16,000 ft sewer lines connected to the City's WWTP	Utilities	$2,510,000	0	0	0	1	0	0	$68,610,897
112	FY13-0169	Delete - Perform Feasibility Study of I-25 and Rabbit Road Water and Wastewater	Duplicate Project	Utilities	$0	0	0	0	1	0	0	$68,610,897
113	FY13-0170	Construct Water System I-25 and Rabbit Road Area	Extend county water service to serve existing residences and commercial users the area.	Utilities	$325,000	0	0	0	1	0	0	$68,935,897
114	FY13-0172	Construct water storage tank and improve water supply for La Bajada MDWCA	Replacement of the storage tank, pump and new well .	Water	$250,000	0	0	1	0	0	0	$69,185,897
115	FY13-0173	Up Grade La Barbaria Road Improvements. CR 67F	Drainage and paving improvements on CR 67F. The project begins at the end of the existing asphalt and continues 0.45 miles to the end of the county road	Roads	$500,000	0	0	0	1	0	0	$69,685,897
116	FY13-0174	Upgrade Irrigation Well - Acequia de La Cienega	Upgrade a well and pumping system that provides supplemental water to community acequia systems	Water	$100,000	0	0	1	0	0	0	$69,785,897

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117	FY13-0175	Perform Wastewater Master Planning for La Cienega / Cienguilla	Planning document describing wastewater demand, scenarios for treatment, life span costs and alternative funding opportunities for wastewater management and reuse system that will be owned by SFCU	Utilities	$120,000	0	0	1	0	0	0	$69,905,897
118	FY13-0176	Perform La Cienega Park and Trail Master Planning	Develop a regional trail system that would connect the community(s) and surrounding areas.	Parks	$150,000	0	1	1	0	0	0	$70,055,897
119	FY13-0177	Delete Design Waste Water System - La Cienega	Same as project No. 25667- delete	Utilities	$0	0	0	0	0	0	0	$70,055,897
120	FY13-0178	Renovate La Cienega Existing Community Center Library	Upgrade a portion of existing facility to be remolded to a library to serve the community.	Facilities	$530,000	0	0	1	0	0	0	$70,585,897
121	FY13-0180	Aquire Land for New Community Center - La Cienega	Acquire land for a new Community Center in the La Cienega Area.	Facilities	$500,000	0	0	1	0	0	0	$71,085,897
122	FY13-0181	Improve Drainage on Los Pinos Road	Drainage improvements to Los Pinos Road which has steadily degraded with pot holes causing water to accumilate during rainfall.	Roads	$250,000	0	0	1	0	0	0	$71,335,897
123	FY13-0182	Perform Design Services and Construct Waterline on Paseo C de Baca- La Cienega		Water	$400,000	0	0	1	0	0	0	$71,735,897
124	FY13-0183	Design Waterline on Los Pinos Road - La Cienega (TL7S)	Design an extension of county water lines covering an area west of I-25 and outside the service area boundaries of La Cienega MDWA.	Utilities	$385,000	0	0	1	0	0	0	$72,120,897
125	FY13-0184	Construct a Park, Community Center for the La Cieneguilla Community	Construction of a park, community building for the La Cieneguilla Community	Parks	$1,500,000	0	0	1	0	0	0	$73,620,897
126	FY13-0185	Uprade La Junta del Alamo Paving	This will require chip seal of approximately .17 of a mile.	Roads	$35,000	0	1	0	0	0	0	$73,655,897
127	FY13-0186	Upgrade La Tierra Road	2 inch asphalt overlay on CR 77 (Camino La Tierra), beginning at the NM 599 frontage road and ending at Paseo La Tierra, a distance of 2.73 miles. This would be perfomed by a contractor.	Roads	$500,000	0	1	0	0	0	0	$74,155,897
128	FY13-0187	Delete- Las Campanas Area Water Line		Utilities	$0	0	1	0	0	0	0	$74,155,897
129	FY13-0188	Perform Feasiblity Study for Sanitary Sewer Service on Lopez Lane	Examine and explore the best options for construction of sewer lines along Lopez Lane to Rufina Road	Wastewater	$50,000	0	1	0	0	0	0	$74,205,897

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	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
130	FY13-0189	Purchase Lopez Lane/Rufina Right of Way	Purchase of R/W to allow for upgrades to that intersection.	Roads	$100,000	0	1	0	0	0	0	$74,305,897
131	FY13-0190	Replace Lift Station Facility for Vista Aurora Sewer System	Replace the existing undersized wastewater lift station facility at Aurora/Lopez Lane intersection with a propoerly sized unit.	Wastewater	$102,000	0	1	0	0	0	0	$74,407,897
132	FY13-0191	Perform Madrid Waste Water System Feasibilty Study	Examine the benefits of eliminating septic systems and determine what system or systems would best serve the waste water needs of the community	Wastewater	$100,000	0	0	1	0	0	0	$74,507,897
133	FY13-0192	Construct Bike Path - Monte Alto Road	A/E services will be hired and proposal will determine type of trail.	Roads	$100,000	0	0	0	0	1	0	$74,607,897
134	FY13-0196	Construct North County Community Wellness Center	Allow for healthcare needs in N. Santa Fe County, with the possibility of recreation activities.	Facilities	$1,500,000	1	0	0	0	0	0	$76,107,897
135	FY13-0198	Upgrade North Fork Road	Chip seal of existing road.	Roads	$152,000	0	0	0	0	1	0	$76,259,897
136	FY13-0199	Delete North La Cienega Water Improvements	Same as project 25665. Delete	Utilities	$0	0	0	0	0	0	0	$76,259,897
137	FY13-0200	Upgrade Old Santa Fe Trail Road	This project will initial A/E Services in order to determine what the scope of the project will be.	Roads	$350,000	0	0	0	1	0	0	$76,609,897
138	FY13-0201	Upgrade Paseo Del Pinon improvements	Chip seal of approximately 1.08 miles	Roads	$210,000	0	0	0	1	0	0	$76,819,897
139	FY13-0202	Upgrade Pinon Hills Subdivison Chip Seal Road	The scope of the projects entails a chip seal surface on the remaining unpaved roads within the subdivision totaling a distance of 3.2 miles and a concrete low water crossing	Roads	$627,000	0	1	0	0	0	0	$77,446,897
140	FY13-0203	Construct Pojoaque Valley Regional Wastewater System	Interconnection to non tribal areas for Pojoaque Valley residents	Water	$1,500,000	1	0	0	0	0	0	$78,946,897
141	FY13-0204	Upgrade Puesta del Sol Road Improvements	The scope of the projects entails a chip seal surface on the remaining unpaved roads within the subdivision totaling a distance of 1.96. These roads would be constructed by a contractor.	Roads	$604,000	0	1	0	0	0	0	$79,550,897

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142	FY13-0205	Upgrade Puye Road improvements	The scope of the projects entails a chip seal surface on Puye Road, beginning at Toltec Road and ending at Cibola circle a distance of 0.69 miles. This would be constructed by a contractor.	Roads	$140,000	0	0	0	1	0	0	$79,690,897
143	FY13-0206	Improve Richards Avenue Bike Lanes & Lighting Improvements	This will require A/E services in order to determine the scope of project	Roads	$500,000	0	0	0	0	1	0	$80,190,897
144	FY13-0207	Upgrade Race Track Subdivision Chip Seal	Chip seal of roads in the Race Track Subdivision.	Roads	$167,000	0	0	1	0	0	0	$80,357,897
145	FY13-0208	Improve Rio en Medio/Chupadero SR. Comm Center Paving	Paving the entrance to the Rio en Medio Senior Community Center.	Facilities	$6,000	1	0	0	0	0	0	$80,363,897
146	FY13-0209	Acquire land and construct Rio en Medio / Chupadero Community Garden Project	Establish an area for a community garden, aquire level area, provide water, soil , signs and wildlife fencing.	Water	$50,000	1	0	0	0	0	0	$80,413,897
147	FY13-0210	Construct Rancho Viejo Solid Waste Transfer Station	Allow for area residents to have a centralized area for solid waste	Facilities	$200,000	0	0	0	0	1	0	$80,613,897
148	FY13-0211	Improve Richards Avenue Expansion to Four Lanes	This will require A/E services to determine scope of work.	Roads	$3,200,000	0	0	0	0	1	0	$83,813,897
149	FY13-0212	Improve Richards Road-Remove Signal & Install Roundabout	This will require A/E services to determine scope of work.	Roads	$500,000	0	0	0	0	1	0	$84,313,897
150	FY13-0213	Preliminary Engineering Study-San Marcos Road	Prepare an engineering study for circulation plan.	Roads	$200,000	0	0	0	0	1	0	$84,513,897
151	FY13-0214	Improve Sandia Road Easement	To be determined by Public Works	Roads	$50,000	0	0	0	0	1	0	$84,563,897
152	FY13-0215	Upgrade Santa Fe Countywide Facilities Improvements	Upgrades for all county wide facilities which may consist of remodel, addition, paint, boiler upgrade, parking upgrades etc..	Facilities	$6,000,000	1	1	1	1	1	0	$90,563,897
153	FY13-0218	Construct Santa Fe County-Fire-EOC	Allow for SFC to have a EOC in an event of tragedy	Facilities	$2,000,000	0	0	1	0	0	0	$92,563,897
154	FY13-0219	Santa Fe County-Fire Equipment		Facilities	$5,000,000	1	1	1	1	1	0	$97,563,897
155	FY13-0220	Construct Santa Fe County Fire Galisteo Station 1	Existing Station is in need of additional fire apparatus bay. They have run out of space for vehicles/storage/equipment	Facilities	$300,000	0	0	1	0	0	0	$97,863,897
156	FY13-0221	Construct Santa Fe County Glorieta Fire Station	To assist the community in fire station/equipment in the Glorieta Area. This station will be on the East side of I-25 in the Glorieta District area.	Facilities	$500,000	0	0	0	1	0	0	$98,363,897

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157	FY13-0222	Renovate Santa Fe County Fire Office Remodel at Public Safe	Expansion of Public Safety Complex is needed to address space needs for the Sherriff, Fire and RECC.	Facilities	$2,500,000	1	1	1	1	1	0	$100,863,897
158	FY13-0223	Santa Fe County Glorieta Fire Station 2			$500,000	0	0	0	0	0	0	$101,363,897
159	FY13-0224	Renovate Santa Fe County Hondo Fire Station(s) # 1 (Seton Village) & # 2 (US 285)	Construction of an additional bay and reroof the entire building additional sleeping quaters and bathrooms.	Facilities	$500,000	0	0	0	1	0	0	$101,863,897
160	FY13-0228	Construct La Cienega Fire Station 2, (West of PNM)	Remodel of the existing La Cienega Main Station into office space for fire Prevention and Wild land division staff.	Facilities	$700,000	0	0	1	0	0	0	$102,563,897
161	FY13-0229	Construct Eldorado Public Works Maintenance Yard	This would allow for a maintenance yard in the Eldorado area. There currently is no yard in the region	Facilities	$1,000,000	0	0	0	0	1	0	$103,563,897
162	FY13-0230	Purchase Public Works Yard Equipment Com. College District	Santa Fe County is requesting funding to acquire and construct a Public Works satellite office in the Community College area.	Facilities	$1,000,000	0	0	0	0	1	0	$104,563,897
163	FY13-0231	Construct Jacona Transfer Station	Funding for construction of a new solid waste transfer station in the Jacona area. The facility will allow for solid waste service to the Jacona and Pojoaque Valley area residents.	Facilities	$2,500,000	1	0	0	0	0	0	$107,063,897
164	FY13-0232	Santa Fe County Public Works Heavy Vehicles		Roads	$1,500,000	1	1	1	1	1	0	$108,563,897
165	FY13-0235	Construct Office/Storage Space for Elections Bureau	Warehouse for elections bureau for staff and election machines. Currently all elections bureau staff and machines at a temporally location.	Facilities	$1,200,000	1	1	1	1	1	0	$109,763,897
166	FY13-0236	Construct Water Transmission line for BDD Water	Construct a water transmission line to extend connections for the Buckman Direct Diversion water system	Utilities	$870,000	0	1	0	0	0	0	$110,633,897
167	FY13-0238	Construct Retainig Wall for Tesuque Fire Station 1		Facilities	$75,000	1	0	0	0	0	0	$110,708,897
168	FY13-0239	Renovate Old Judicial Courthouse Redevelopment	Remodeling of office space and infrastructure improvements that will include the installation of renewable energy sources	Facilities	$6,475,000	1	1	1	1	1	0	$117,183,897
169	FY13-0240	Improvements to Edgewood Senior Center	Replace existing heating & cooling units with a new dual HVAC system.	Facilities	$60,000	0	0	1	0	0	0	$117,243,897
170	FY13-0241	Santa Fe County Madrid Ballpark Grandstands			$200,000	0	0	0	0	0	0	$117,443,897

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171	FY13-0242	Construct Santa Fe Rail Trail	Construction of Santa Fe Rail Trial	Parks	$1,700,000	0	0	0	1	1	0	$119,143,897
172	FY13-0244	Renovate Santa Fe County Fire Training Center	Upgrade the existing facility and center grounds as well as the addition of appropriate training props to conduct NMPA compliant firefighter training.	Facilities	$1,250,000	1	1	1	1	1	0	$120,393,897
173	FY13-0245	Construct Regional Broadband Infrastructure	The infrastructure will include the installation of broadband fiber optics to serve central Santa Fe County and the City of Santa Fe	Facilities	$8,795,000	1	1	1	1	1	0	$129,188,897
174	FY13-0246	Renovate Santa Fe County Turquoise Trail Station 3 Remodel	The current station is not up to safety code and needs remodeling to bring up to safety standards	Facilities	$85,000	0	0	1	0	0	0	$129,273,897
175	FY13-0247	Design Upgrades for Quill Wastewater Treatment Sludge Disposal Facilities	Upgrade the Quill wastewater treatment sludge disposal facilities to accomdate current and future wastewater treatment	Utilities	$100,000	0	0	0	0	1	0	$129,373,897
176	FY13-0248	Construct a Senior / Community Center on HWY 14	Acquisition of land to plan, design, construct and equip a modern facility to serve as a Senior Center and Community Center for County residents living in the greater Highway 14 area	Facilities	$1,145,000	0	0	1	0	1	0	$130,518,897
177	FY13-0249	Construct Santa Fe River 8 mile Trail	Construct Santa Fe River 8 mile Trail	Parks	$21,000,000	0	1	1	0	0	0	$151,518,897
178	FY13-0250	Santa Fe County Sheriffs Equipment		Other	$100,000	1	1	1	1	1	0	$151,618,897
179	FY13-0251	Construct Water Transmission line for CCD Area		Utilities	$400,000	0	0	0	0	1	0	$152,018,897
180	FY13-0252	Santa Fe County Utilities Aquifer Storage		Water	$4,000,000	0	1	1	0	1	0	$156,018,897
181	FY13-0253	Santa Fe County-Sheriff-New Vehicles		Other	$800,000	1	1	1	1	1	0	$156,818,897
182	FY13-0254	Improvements to the Santa Fe County-South Meadows Open Space			$72,000	0	0	0	0	0	0	$156,890,897
183	FY13-0255	Santa Fe County-Orthophotography Project		Other	$85,000	0	0	1	0	1	0	$156,975,897
184	FY13-0256	Construct Conjunctive Management Wells	Supplemental or back-up wells to provide water delivery through the county water system in times when other sources are not available.	Utilities	$4,500,000	0	1	1	0	1	0	$161,475,897
185	FY13-0257	Upgrade Waterlines in Valle Vista Area	Replacement of aged water infrastructure.	Utilities	$1,500,000	0	0	0	0	1	0	$162,975,897

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186	FY13-0258	Construct Tres Arroyos Trails System ROW and Improvements	Construct Tres Arroyos Trails improvements and Consruct Round of Way for Traffic Calming.	Parks	$150,000	0	1	0	0	0	0	$163,125,897
187	FY13-0259	Traffic Calming Devices		Roads	$200,000	1	1	1	1	1	0	$163,325,897
188	FY13-0260	Construct Stanley Youth Agriculture and Wellness Center			$1,200,000	0	0	0	0	0	0	$164,525,897
189	FY13-0261	Construct Improvments to Thornton Ranch Open Space	Preservation of the approximately 1,900 acre site, protecting the area's petroglyphs and historical railway	Parks	$200,000	0	0	0	0	1	0	$164,725,897
190	FY13-0262	Upgrade Utilities Control Instrumentation -Quill Plant	Upgrade control equipment for efffcient and automated operation of the watewater system at the plant.	Utilities	$100,000	0	0	0	0	1	0	$164,825,897
191	FY13-0263	Repair Utilities Quill Plant Aeration Basin Liner	Replace basin liner and update aeration equipment.	Utilities	$833,000	0	0	0	0	1	0	$165,658,897
192	FY13-0264	Design and Construct Reservoir (SR1SW)	800,000-gallon reservoir and the necessary line	Utilities	$2,200,000	0	0	0	1	0	0	$167,858,897
193	FY13-0265	Design and Construct Water line to serve La Tierra area	Provide enhanced service to the La Tierra and Las Campanas areas of the County	Utilities	$545,000	0	1	0	0	0	0	$168,403,897
194	FY13-0266	Design and Construct Waterline Old Agua Fria/Old Santa Fe Trail Water	Construct a water transmission line and pumping facilities to transport water from the County's storage tank to east	Utilities	$1,528,000	0	0	0	1	1	0	$169,931,897
195	FY13-0267	Replace Quill Plant Effluent Polishing Lagoon Liner	Liner replacement will allow for more efficient use of effluent.	Utilities	$400,000	0	0	0	0	1	0	$170,331,897
196	FY13-0268	Design and Construct Waterline along NM 599		Utilities	$2,000,000	0	0	1	0	0	0	$172,331,897
197	FY13-0269	Purchase Office Equipment and Storage-Quill Plant	Provide new office and operations facility for the Quill waterwater plant.	Utilities	$650,000	0	0	0	0	1	0	$172,981,897
198	FY13-0270	Utilities Quill Plant Improvements			$1,400,000	0	0	0	0	0	0	$174,381,897
199	FY13-0271	Purchase State Pen Reservoir		Utilities	$1,500,000	0	1	0	0	0	0	$175,881,897
200	FY13-0273	Remodel Madrid Fire Station 1	The Santa Fe County Fire Department is requesting funding to add to the current training room for new cadets	Facilities	$150,000	0	0	1	0	0	0	$176,031,897
201	FY13-0274	Construct Wastewater Collection and Treatment System - Sombrillo/Arroyo Seco	Create a wastewater system to serve the Sombrillo /Arroyo Seco area.	Wastewater	$10,500,000	1	0	0	0	0	0	$186,531,897
202	FY13-0275	Improve County Water System La Vida/Sierra Azul		Utilities	$600,000	0	1	0	0	0	0	$187,131,897

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203	FY13-0276	Construct South Meadows Road waterline improvements	Extension of water and sewer lines to County Road 62	Utilities	$625,000	0	1	0	0	0	0	$187,756,897
204	FY13-0277	Upgrade Automatic Controls System Water Supply	Water system improvements to provide automated service for efficient operation and maintainance.	Utilities	$1,606,000	0	1	1	0	1	0	$189,362,897
205	FY13-0278	Upgrade Valle Vista Water System		Utilities	$1,500,000	0	0	0	0	1	0	$190,862,897
206	FY13-0279	Upgrade Buckman By Pass Water		Utilities	$870,000	0	1	0	0	0	0	$191,732,897
207	FY13-0280	Southeast Connector Phase I		Roads	$2,500,000	0	0	0	0	0	0	$194,232,897
208	FY13-0281	Upgrade Spruce Road Improvements	The scope of the projects entails a chip seal surface on Spruce Street, beginning at East Pine and ending at Haozous Road a distance of 0.81 miles	Roads	$156,000	0	0	0	0	1	0	$194,388,897
209	FY13-0282	Upgrade Rancho Alegre's Subdivision Road up	This will consist of roads to be upgraded to chip seal. P/w will need to go out and evaluate the roads and see which are of importance at this time.	Roads	$300,000	0	0	1	0	0	0	$194,688,897
210	FY13-0283	Purchase and Upgrade Fire Equipment Stanley Fire Station		Other	$250,000	0	0	1	0	0	0	$194,938,897
211	FY13-0285	Village of Glorieta Wastewater Collection	Funded by 2012 GOB as Greater Glorieta Wastewater Collection and Water Reclamation for $900,000		$1,500,000	0	0	0	0	0	0	$196,438,897
212	FY13-0287	Construct Nambe Senior/Community Center Entrance/Park improvements Phase II	Redesign and construction of the entrance and park improvments to the Senior/Community Center and the Nambe head Start in Nambe.	Roads	$300,000	1	0	0	0	0	0	$196,738,897
213	FY13-0288	Upgrade Sunset Treail East and West Improvements	This will require P/W to do an assessment and see which intersections in this area will require road widening and allow for purchase of additional r/w for improvements.	Roads	$200,000	0	0	1	0	0	0	$196,938,897
214	FY13-0289	Upgrade Jornada Court,	This project will be chip seal for .23 miles	Roads	$5,000	0	0	0	0	1	0	$196,943,897
215	FY13-0290	Improve Tesuque MDWA		Water	$1,587,810	1	0	0	0	0	0	$198,531,707
216	FY13-0291	Morning Drive, Lane and Street	This will consist of P/W going out and analyzing the situation and determine the project scope.	Roads	$50,000	0	0	0	0	0	0	$198,581,707

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217	FY13-0292	Upgrade Toltec Road improvements	Chip seal of .3 miles	Roads	$60,000	0	0	0	0	1	0	$198,641,707
218	FY13-0293	Construct County Road 106/117 All Weather Crossing	This will require A/E services for design and then go out for construction.	Roads	$1,200,000	1	0	0	0	0	0	$199,841,707
219	FY13-0294	Upgrade Torcido Loop	The scope of the projects entails engineering of the road to address drainage issues and paving of 0.85 miles of Torcido Loop.	Roads	$405,050	0	0	0	0	1	0	$200,246,757
220	FY13-0295	Construct County Road 109 All Weather Crossing	This will require A/E Services, which will determine the scope of the project.	Roads	$1,200,000	1	0	0	0	0	0	$201,446,757
221	FY13-0296	Construct All Weather Crossing at County Road 119S and 84F	This will require A/E Services, which will determine the scope of the project.	Roads	$1,200,000	1	0	0	0	0	0	$202,646,757
222	FY13-0297	Construct Water Line Extension at I 25 and County Road 54	Extend the county water system to serve the area of La Cienega near the intersection of Interstate 25 and County Road 54	Utilities	$2,300,000	0	0	1	0	0	0	$204,946,757
223	FY13-0298	Construct Wastewater Collection System -Upper La Cienega	Extend the County wastewater system to serve the upper La Cienega area	Utilities	$1,500,000	0	0	1	0	0	0	$206,446,757
224	FY13-0299	Construct a Wastewater Force Main and Upgrade Pueblo Garcia sewer system - Valle Vista Lift Station	Installing an 6-inch diameter force main wastewater line between the existing wastewater lift station, plus approximately 600 feet of 8" gravity flow sewer, inside Pueblo Garcia	Utilities	$269,700	0	0	0	0	1	0	$206,716,457
225	FY13-0301	Upgrade Vista Redonda-County Road Base Course Repair	This initials some engineering and asphalt of Vista Redonda, SW Paseo Encantado, and NW Paseo Encantado.	Roads	$600,000	1	0	0	0	0	0	$207,316,457
226	FY13-0303	Delete - Water Line Improvements		Utilities	$0	0	0	0	0	0	0	$207,316,457
227	FY13-0304	Construct a Water line to serve the Nancy Rodriguez Community Center and Surrounding Area	New waterline to serve the Nancy Rodriguez Community Center, SFC Agua Fria Fire Station, La Famila Medical Center	Water	$339,600	0	0	0	0	0	0	$207,656,057
228	FY13-0305	Improvements to SF County Corrections Facilities	Installation of control panel doors & camera system, electronic monitoring, fencing, perimeter lighting, paving ,sliders, four boilers, carpeting, soundproofing, kitchen upgrades.	Facilities	$1,500,000	1	1	1	1	1	0	$209,156,057
229	FY13-0306	Design and Construct Stanley Water Supply and Wasterwater System	New well and 60,000 gallon water tank, one mile of 8 inch water disribution lines, property/easement acquistion, one mile of low pressure wastewater conveyance	Wastewater	$1,267,400	0	0	1	0	0	0	$210,423,457
230	FY13-0307	Construct Water Line along SR 14 to the Lone Butte Area	Extend SFC utility line south along SR 14 to the Lone Butte Area	Water	$400,000	0	0	0	0	1	0	$210,823,457

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231	FY13-0308	Upgrade Community College Water Distribution System - Rancho Viejo-Hospital Tanks Connector (SR4NEL)		Water	$215,000	0	0	0	1	1	0	$211,038,457
232	FY13-0309	Refurbish Failing Mutual Domestic Water Systems		Water	$800,000	1	1	1	1	1	0	$211,838,457
233	FY13-0310	Purchase Penitentiary of New Mexico (PoNM) Water Storage Reservoir	Aquisition of the NM State Penitentary 150,000 gallon tower to serve as fire demand.	Utilities	$1,100,000	0	0	0	0	1	0	$212,938,457
234	FY13-0311	Purchase Fully Automated Meters (Meter GPRS)-Phase 1	Equipment to read customer meters by a remotely controlled automatic system.	Utilities	$440,000	0	1	0	1	1	0	$213,378,457
235	FY13-0312	Design and Construct Aldea to Agua Fria Master Plan Water Line (MPL57NW)		Utilities	$1,890,000	0	1	0	0	0	0	$215,268,457
236	FY13-0313	Design and Construct Storage Reservoir at Aldea (SR6NW)	The new 500k-gallon reservoir would be fed from either the Buckman Well	Utilities	$840,000	0	1	0	0	0	0	$216,108,457
237	FY13-0314	Construct Water and Sewer System for UVD Settlement	Design and construction of a new water and waste water system in the Arroyo Hondo area.	Water	$500,000	0	0	0	1	0	0	$216,608,457
238	FY13-0318	Improve of Leo Gurule Park	Upgrade the existing park which was built in the early 70's. The parks equipment is out dated and may not be safe.	Parks	$1,298,000	0	0	0	0	1	0	$217,906,457
239	FY13-0320	Construct Santa Fe Rail Trail Segments 4-6	Construction of approximately 5 miles of 8 foot wide crusher fines trail along the Santa Fe Southern Railway between Avenida Vista Grande at mile post 6.5 and New Moon Overlook	Parks	$1,298,000	0	0	0	1	1	0	$219,204,457
240	FY13-0321	Purchase Agricultural Conservation Easements		Parks	$1,000,000	1	0	1	1	0	0	$220,204,457
241	FY13-0322	Design NM Central Rail Trail	construction of the NM Rail Trail	Parks	$5,000,000	0	0	1	0	1	0	$225,204,457
242	FY13-0323	Construct Santa Fe Rail Trail Trailhead	Construction of the Avenida Eldorado and the US 285 corridor at Lamy trailheads.	Parks	$1,121,000	0	0	1	0	1	0	$226,325,457
243	FY13-0324	Construct Edgewood Open Space Phase I		Parks	$413,000	0	0	1	0	0	0	$226,738,457
244	FY13-0325	Construct Edgewood Open Space Phase II		Parks	$295,000	0	0	1	0	0	0	$227,033,457
245	FY13-0326	Construct Santa Fe River Greenway; Caja del Oro to Cottonwood Dr.		Parks	$17,904,000	0	1	0	0	0	0	$244,937,457

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
246	FY13-0327	Construct Santa Fe River Greenway: NM 599 to WWTP		Parks	$13,478,400	0	1	0	0	0	0	$258,415,857
247	FY13-0328	Construct Santa Fe River Greenway: El Camino Real Park	Approx. 1.4 miles of trail between Santa Fe River Channel and NM 599.	Parks	$925,000	0	1	0	0	0	0	$259,340,857
248	FY13-0329	Construction of Madrid Open Space		Parks	$118,000	0	0	1	0	0	0	$259,458,857
249	FY13-0330	Construct Acequia Trail		Parks	$708,000	0	1	0	0	0	0	$260,166,857
250	FY13-0331	Design Acequia Trail		Parks	$70,800	0	1	0	0	0	0	$260,237,657
251	FY13-0332	Acquire Acequia Trail		Parks	$236,000	0	1	0	0	0	0	$260,473,657
252	FY13-0333	Design of Rio En Medio Park	Design a park for the Rio En Medio Community Center	Parks	$11,800	1	0	0	0	0	0	$260,485,457
253	FY13-0334	Renovate Rio En Medio Park		Parks	$118,000	1	0	0	0	0	0	$260,603,457
254	FY13-0335	Acquision Santa Fe River Greenway: Siler to San Isidro Crossing	Acquisition of approximately 30 acres along 1 mile of the Santa Fe River corridor between Siler Rd. and San Ysidro Crossing as part of the Santa Fe River Greenway Project.	Parks	$7,552,000	0	1	0	0	0	0	$268,155,457
255	FY13-0336	Construct Santa Fe River Greenway: San Isidro Park		Parks	$0	0	1	0	0	0	0	$268,155,457
256	FY13-0337	Construct Edgewood Park	Design and construct Edgewood Park	Parks	$700,000	0	0	1	0	0	0	$268,855,457
257	FY13-0339	Design Lamy Park	Desin the Lamy Park	Parks	$70,800	0	0	1	0	0	0	$268,926,257
258	FY13-0340	Construct San Pedro Open Space	Design and construct San Pedro Open Space	Parks	$389,400	0	0	1	0	0	0	$269,315,657
259	FY13-0343	Improve Edgewood Senior Center Garden	Build Fences and install water catchment for a garden and the Edgewood Senior Center	Facilities	$32,000	0	0	1	0	0	0	$269,347,657
260	FY13-0344	Alter/remove/install new power poles on W. Cochiti	Removal of power poles and utiliies from center of existing Cochiti Road.	Roads	$180,000	0	0	0	0	1	0	$269,527,657
261	FY13-0346	Construct locker room at Administration Building	Construct locker rooms in County Administration Bldg.	Facilities	$300,000	1	1	1	1	1	0	$269,827,657
262	FY13-0347	Campo Santo Por Los Ninos	to allow for a site that cam be suited for buring uncliamed cremains of children in the community.	Facilities	$0	0	0	1	0	0	0	$269,827,657
263	FY13-0348	Renovate Health/DWI Building	Remodel the entrance to the Health Department for safty and cleint reasons.		$50,000	1	1	1	1	1	0	$269,877,657
264	FY13-0349	Acquire, construct & upgrade Camino Los Gardunos	Up grades of Camino Los Gardunos in Northern SF County	Roads	$1,000,000	1	0	0	0	0	0	$270,877,657

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
265	FY13-0350	Perform Traffic Study(s) in N. Santa Fe County	Conduct Traffic Study at CR 84 & CR 84J and at CR 84 & CR 101E	Roads	$75,000	1	0	0	0	0	0	$270,952,657
266	FY13-0352	Plan, design, construct, up-grade the La Bajada Water System	Plan, design, construct, up-grade the La Bajada Water System in the Village of La Bajada, Santa Fe County	Water	$100,000	0	0	1	0	0	0	$271,052,657
267	FY13-0353	Up -grades to Vista Aurora Lift Station	Up-grade the Vista Aurora Lift Station to double the capacity by replacing two current grinder pumps by an addition pumps.	Wastewater	$100,000	0	1	0	0	0	0	$271,152,657
268	FY13-0354	Re-model Entry Way at Health Department for Santa Fe County	Re-model entry way at Health Department	Facilities	$40,000	1	1	1	1	1	0	$271,192,657
269	FY13-0355	Reconstruct Bridge on County Road 72A	Reconstruct Bridge on County Road 72A	Roads	$200,000	1	0	0	0	0	0	$271,392,657
270	FY13-0356	Construct ADA Accessibility from Rodero Road to Fair Grounds Building(s)	Construct ADA access from Rodeo Road to the Fair Ground Buildings.	Facilities	$0	1	1	1	1	1	0	$271,392,657
271	FY13-0357	Replace Carpet and Ceiling Tiles at Human Resources Deparment	Replace Carpet and Ceiling Tiles at Human resources Deparment.	Facilities	$0	1	1	1	1	1	0	$271,392,657
272	FY14-0359	Construct County Road 54 All Weather Crossing	Construction of All Weather Crossing on County Road 56	Roads	$500,000	0	0	1	0	0	0	$271,892,657
273	FY14-0360	Perform NE, SE, Corridor and Alignment Study	Conduct a Study to determine location of NE/SE Connector Road(s).	Roads	$5,000,000	0	0	0	0	1	0	$276,892,657
274	FY14-0361	Improvements to Roads in N. SFC	Provide improvements to various roads in Northern SFC.	Roads	$1,000,000	1	0	0	0	0	0	$277,892,657
275	FY14-0362	Improve Hale Road	Place chip seal for approximately 4 miles		$729,200	0	0	1	0	0	0	$278,621,857
276	FY14-0363	Improve Western Road	Chip Seal approximately 2.75 miles		$501,325	0	0	1	0	0	0	$279,123,182
277	FY14-0364	Improve Jaymar Road	Chip Seal approximately 1 mile		$182,300	0	0	1	0	0	0	$279,305,482
278	FY14-0365	Improve B Anaya Road	Chip seal approximately 2 miles	Roads	$364,600	0	0	1	0	0	0	$279,670,082
279	FY14-0366	Improve North Weimar Road	Chip seal approximately 2 miles		$364,600	0	0	1	0	0	0	$280,034,682
280	FY14-0367	Improve Roach Road	Chip seal .76 miles of road	Roads	$138,540	0	0	1	0	0	0	$280,173,222
281	FY14-0368	Improve Cerrillos Village Roads	Base course Village Roads	Roads	$222,400	0	0	1	0	0	0	$280,395,622
282	FY14-0369	SF Greenway, Frenchy's to Siler	Involves reconstruction and stabilization of approximately 1 mile of the Santa Fe River	Parks	$3,940,000	0	1	0	0	0	0	$284,335,622

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
283	FY14-0370	Renovate Benny J. Chavez Park	Design and construction of park improvements at the Bennie J. Chavez Community Center Park.	Parks	$259,000	1	0	0	0	0	0	$284,594,622
284	FY14-0371	Construct Addition to Ken & Patty Adams Senior Center	The expansion is anticipated to include approximately 3,000 square feet of additional space for the facility.	Facilities	$850,000	0	0	0	0	1	0	$285,444,622
285	FY14-0372	Construct Sanley Community Wellness Center	Resource center for the residents of Stanley and surrounding areas	Facilities	$550,000	0	0	1	0	0	0	$285,994,622
286	FY14-0373	Construct Bicycle Lane Old SF Trail	The scope of the projects entails design, r-o-w acquisition and construction of bike lanes on Old SF Trail from El Gancho Way to the City limits a distance of 0.84 miles.	Roads	$1,500,000	0	0	0	1	0	0	$287,494,622
287	FY14-0374	SR4NE Connection Rancho Viejo-Hospital Tanks	Connects the existing water line loop at the SF Community College to the existing line that feds the Rancho Viejo tank	Utilities	$215,000	0	0	0	0	1	0	$287,709,622
288	FY14-0375	TL2N (Old Santa Fe Trail Transmission Line)	The project entails approximately 1.5 miles of 12-inch line extending between the City limits on Old Santa Fe Trail, to El Gancho Way, and down El Gancho Way to Old Las Vegas Highway	Utilities	$850,000	0	0	0	1	0	0	$288,559,622
289	FY14-0376	Aquifer Recharge and Storage Phase 1	Provide the ability to maximize subsurface storage of surplus water produced at the BDD during good (wet) years.	Utilities	$1,245,000	1	1	1	1	1	0	$289,804,622
290	FY14-0377	TL6S (Rancho Viejo-Eldorado Connector Line	4 miles of 12-inch line, plus a new pump station that together will convey BDD water from the Rancho Viejo Tank to the Tank 4 Zone in the Eldorado Area Water and Sanitation District	Utilities	$2,500,000	0	0	0	0	1	0	$292,304,622
291	FY14-0378	Quill Water Reclamation Plant – Treatment Improvements	Includes the renovation of the Primary and Secondary Aeration systems; improvements to the entrance works for better removal and classification of floating solids;	Utilities	$3,290,000	0	0	0	0	1	0	$295,594,622
292	FY14-0379	Construction of Pojoaque Sports Fields	The purpose of this project is to design and construct a soccer field and support facilities.	Parks	$950,000	1	0	0	0	0	0	$296,544,622
293	FY14-0380	Acquire/consruct Northern Santa Fe County Recreational Complex	The purpose of this project is to conduct a scoping process to identify the program for the design and construction of a regional recreational complex in the northern part of the County	Parks	$800,000	1	0	0	0	0	0	$297,344,622

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
294	FY14-0381	Annual Local Government Road Fund (LGRF) Match	Roadway surface improvements on existing county roads utilizing the LGRF annual grant funding	Roads	$100,000	1	1	1	1	1	0	$297,444,622
295	FY14-0382	Improve Galisteo Village Roads	Base course roads in the Village of Galisteo	Roads	$125,000	0	0	1	0	0	0	$297,569,622
296	FY14-0383	Upgrade Nancy Rodriguez Center	Improvements to the Nancy Rodriguez Center	Facilities	$300,000	0	1	0	0	0	0	$297,869,622
297	FY14-0384	Design La Bajada Ranch	Planning, management, and development of the County's property at La Bajada Ranch	Facilities	$200,000	0	0	1	0	0	0	$298,069,622
298	FY14-0385	Acquistion of Mutual Domestic Water Systems	To acquire mutual domestic water systems that are in need of assistance.	Utilities	$800,000	1	1	1	1	1	0	$298,869,622
299	FY14-0386	Commission Priorties FY 13	Priorties of the Commission.	Other	$640,000	1	1	1	1	1	0	$299,509,622
300	FY14-0387	Commission Priorties FY-14 - FY-17	To allow for commission priorities	Other	$4,000,000	1	1	1	1	1	0	$303,509,622
301	FY14-0388	Capital Outlay GRT FY-15 - FY-17	Capital outlay GRT	Other	$15,000,000	1	1	1	1	1	0	$318,509,622
302	FY14-0389	Refurbish Mt. Chalchihuitl Remediation	Implement the environmental remediation plan approved by NMED for the property.	Parks	$676,000	0	0	1	0	0	0	$319,185,622
303	FY14-0391	Replace Administrative Building Basement Water Lines	Replace the copper water lines in crawl space.	Facilities	$45,000	1	1	1	1	1	0	$319,230,622
304	FY14-0392	Install Cistern/connction for Youth Shelters	Connection of irrigation lines with ohm meters for a drip system	Facilities	$12,000	0	0	1	0	0	0	$319,242,622
305	FY14-0393	Replace State Health Center, HVAC Unit(s)	Hire an Engineer to look at the heating and cooling.	Facilities	$10,000	1	1	1	1	1	0	$319,252,622
306	FY14-0394	Replace Roof State Health Latrado Health Building	Health Center is in need of a re-roof.	Facilities	$19,000	1	1	1	1	1	0	$319,271,622
307	FY14-0395	Replace Roof State Health Latrado Health Building	Health Center is in need of a re-roof.	Facilities	$19,600	1	1	1	1	1	0	$319,291,222
308	FY14-0396	Replace RECC/Public Safety HVAC Units Redundant Source	Additional HVAC Units at RECC	Facilities	$0	1	1	1	1	1	0	$319,291,222
309	FY14-0397	Replace Growth Management/Land Use Carpet	Replace Carpet at Land Use	Facilities	$72,750	1	1	1	1	1	0	$319,363,972
310	FY14-0398	Replace El Rancho BB Court Fence	Chain link enclosure around the court is in poor condition	Parks	$16,000	1	0	0	0	0	0	$319,379,972
311	FY14-0399	Replace Pojoaque Tennis Court Fence	Chin link around court is in poor condition, needs replacement.	Parks	$18,200	1	0	0	0	0	0	$319,398,172

SANTA FE COUNTY

Public Works - Capital Improvement Program Summary Report (All Requests)

Report Description

Lists all Capital Request for the specified parameters.

	Req Nbr	Project Title	Project Summary	Project Type	Cost	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Num Score	Running Total
312	FY14-0400	Replace Growh Mgt. GIS HVAC Unit(s)	Replace nonfunctional unit in private office. Replace problem prone unit that serves remainder of GIS Office	Facilities	$16,000	1	1	1	1	1	0	$319,414,172
313	FY14-0401	Construct Playgound Equipment in Oshara Village	Construction of Playgound Equipment	Parks	$0	0	0	0	0	1	0	$319,414,172
314	FY14-0402	Upgrade County Administration Building Fire Alarm System	Replace entire fire alarm system through building	Facilities	$30,000	1	1	1	1	1	0	$319,444,172
315	FY14-0403	Camera System(s) for County Administration Building	Installation of camera system on outside of building. This will allow for secure measures to take place when building is not in use, ie when personnel are not present.	Facilities	$25,000	1	1	1	1	1	0	$319,469,172
316	FY14-0404	Remodel Sherriff's Office Reception Area	Remodel administration reception area	Facilities	$17,000	1	1	1	1	1	0	$319,486,172
317	FY14-0405	Install Paint Booth Heater at Public Works	Install Heater in Paint Booth at Public Works Fleet Department	Facilities	$23,000	1	1	1	1	1	0	$319,509,172
318	FY14-0406	Upgrade Evidence Room/Garage HVAC @ Public Safety Complex	Provide HVAC in Vehicle Bay/Evidence Room. The vehicle bay in the evidence room does not have a HVAC unit in there.	Facilities	$36,600	1	1	1	1	1	0	$319,545,772
	Projects per District					**86**	**95**	**115**	**74**	**117**		
	Total Projects											**318**
	Total Projects Cost											**$319,545,772**

SANTA FE COUNTY

Public Works - Capital Execution Plan Report
Funded Requests

Report Description

Lists all Capital Request that have been funded with future start dates.

	Req Nbr	Project Title	Project Type	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Fund Amt	Fund Source	Estimated Start Date
1	FY14-0401	Construct Playgound Equipment in Oshara Village	Parks	0	0	0	0	1	$20,000	General Fund	
2	FY14-0400	Replace Growth Mgt. GIS HVAC Unit(s)	Facilities	1	1	1	1	1	$16,000	General Fund	
3	FY14-0399	Replace Pojoaque Tennis Court Fence	Parks	1	0	0	0	0	$18,200	General Fund	
4	FY14-0398	Replace El Rancho BB Court Fence	Parks	1	0	0	0	0	$16,000	General Fund	
5	FY14-0397	Replace Growth Management/Land Use Carpet	Facilities	1	1	1	1	1	$72,750	General Fund	
6	FY14-0396	Replace RECC/Public Safety HVAC Units Redundant Source	Facilities	1	1	1	1	1	$46,500	General Fund	
7	FY14-0395	Replace Roof State Health Latrado Health Building	Facilities	1	1	1	1	1	$19,600	General Fund	
8	FY14-0393	Replace State Health Center, HVAC Unit(s)	Facilities	1	1	1	1	1	$10,000	General Fund	
9	FY14-0392	Install Cistern/connction for Youth Shelters	Facilities	0	0	1	0	0	$12,000	Geneal Fund	
10	FY14-0391	Replace Administrative Building Basement Water Lines	Facilities	1	1	1	1	1	$45,000	General Fund	
11	FY14-0389	Refurbish Mt. Chalchihuitl Remediation	Parks	0	0	1	0	0	$676,000	2012 GOB	
12	FY14-0388	Capital Outlay GRT FY-15 - FY-17	Other	1	1	1	1	1	$15,000,000	Capital Outlay GRT	
13	FY14-0387	Commission Priorties FY-14 - FY-17	Other	1	1	1	1	1	$4,000,000	Capital Outlay GRT	
14	FY14-0386	Commission Priorties FY 13	Other	1	1	1	1	1	$725,000	Capital Outlay GRT	
15	FY14-0385	Acquistion of Mutual Domestic Water Systems	Utilities	1	1	1	1	1	$800,000	Capital Outlay GRT	
16	FY14-0383	Upgrade Nancy Rodriguez Center	Facilities	0	1	0	0	0	$300,000	Capital Outlay GRT	
17	FY14-0382	Improve Galisteo Village Roads	Roads	0	0	1	0	0	$125,000	Capital Outlay GRT	
18	FY14-0381	Annual Local Government Road Fund (LGRF) Match	Roads	1	1	1	1	1	$100,000	Capital Outlay GRT	
19	FY14-0376	Aquifer Recharge and Storage Phase 1	Utilities	1	1	1	1	1	$1,245,000	2012 GOB	
20	FY14-0375	TL2N (Old Santa Fe Trail Transmission Line)	Utilities	0	0	0	1	0	$850,000	2012 GOB	
21	FY14-0374	SR4NE Connection Rancho Viejo-Hospital Tanks	Utilities	0	0	0	0	1	$215,000	2012 GOB	
22	FY14-0370	Renovate Benny J. Chavez Park	Parks	1	0	0	0	0	$259,000	2012 GOB	
23	FY14-0369	SF Greenway, Frenchy's to Siler	Parks	0	1	0	0	0	$3,940,000	2012 GOB	

SANTA FE COUNTY

Public Works - Capital Execution Plan Report
Funded Requests

Report Description

Lists all Capital Request that have been funded with future start dates.

	Req Nbr	Project Title	Project Type	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Fund Amt	Fund Source	Estimated Start Date
24	FY14-0368	Improve Cerrillos Village Roads	Roads	0	0	1	0	0	$222,400	2012 GOB	
25	FY14-0361	Improvements to Roads in N. SFC	Roads	1	0	0	0	0	$1,000,000	2012 GOB	
26	FY14-0360	Perform NE, SE, Corridor and Alignment Study	Roads	0	0	0	0	1	$5,000,000	2012 GOB	
27	FY14-0359	Construct County Road 54 All Weather Crossing	Roads	0	0	1	0	0	$500,000	2012 GOB	
28	FY13-0356	Construct ADA Accessibility from Rodero Road to Fair Grounds Building(s)	Facilities	1	1	1	1	1	$30,000	General Fund	
29	FY13-0354	Re-model Entry Way at Health Department for Santa Fe County	Facilities	1	1	1	1	1	$40,000	General Fund	
30	FY13-0346	Construct locker room at Administration Building	Facilities	1	1	1	1	1	$50,000	General Fund	
31	FY13-0328	Construct Santa Fe River Greenway: El Camino Real Park	Parks	0	1	0	0	0	$925,000	2012 GOB	
32	FY13-0301	Upgrade Vista Redonda-County Road Base Course Repair	Roads	1	0	0	0	0	$600,000	2012 GOB	
33	FY13-0294	Upgrade Torcido Loop	Roads	0	0	0	0	1	$405,000	2012 GOB	
34	FY13-0282	Upgrade Rancho Alegre's Subdivision Road up	Roads	0	0	1	0	0	$264,335	2012 GOB	
35	FY13-0281	Upgrade Spruce Road Improvements	Roads	0	0	0	0	1	$156,000	2012 GOB	
36	FY13-0240	Improvements to Edgewood Senior Center	Facilities	0	0	1	0	0	$25,000	General Fund	
37	FY13-0231	Construct Jacona Transfer Station	Facilities	1	0	0	0	0	$2,500,000	Capital Outlay GRT	
38	FY13-0224	Renovate Santa Fe County Hondo Fire Station(s) # 1 (Seton Village) & # 2 (US 285)	Facilities	0	0	0	1	0	$275,000	Capital Outlay GRT	
39	FY13-0222	Renovate Santa Fe County Fire Office Remodel at Public Safe	Facilities	1	1	1	1	1	$2,500,000	Capital Outlay GRT	
40	FY13-0207	Upgrade Race Track Subdivision Chip Seal	Roads	0	0	1	0	0	$167,700	2012 GOB	
41	FY13-0205	Upgrade Puye Road improvements	Roads	0	0	0	1	0	$140,000	2012 GOB	
42	FY13-0204	Upgrade Puesta del Sol Road Improvements	Roads	0	1	0	0	0	$604,000	2012 GOB	
43	FY13-0202	Upgrade Pinon Hills Subdivison Chip Seal Road	Roads	0	1	0	0	0	$627,000	2012 GOB	
44	FY13-0173	Up Grade La Barbaria Road Improvements. CR 67F	Roads	0	0	0	1	0	$500,000	2012 GOB	
45	FY13-0160	Improve Glorieta Estates Road Improvements	Roads	0	0	0	1	0	$200,000	2012 GOB	

SANTA FE COUNTY

Public Works - Capital Execution Plan Report
Funded Requests

Report Description

Lists all Capital Request that have been funded with future start dates.

	Req Nbr	Project Title	Project Type	Dist 1	Dist 2	Dist 3	Dist 4	Dist 5	Fund Amt	Fund Source	Estimated Start Date
46	FY13-0155	Greater Glorieta Water Supply Improvements-Phase I	Water	0	0	0	1	0	$1,000,000	2012 OB	
47	FY13-0140	Upgrade Eldorado Transfer Station Up Grades	Facilities	0	0	0	0	1	$150,000	General Fund	
48	FY13-0124	Upgrade County Road 20B	Roads	0	0	1	0	0	$415,000	Capital Outlay GRT	
49	FY13-0122	Construct All Weather Crossing on County Road 113	Roads	1	0	0	0	0	$400,000	2012 GOB	
50	FY13-0110	Upgrade County Road 50A - Camino San Jose	Roads	0	0	1	0	0	$178,000	2012 GOB	
51	FY13-0108	Upgrade County Road 50F Improvements	Roads	0	0	1	0	0	$200,000	2012 OB	
52	FY13-0096	Cerros Cantando Subdivision	Roads	0	0	0	1	0	$178,000	2012 GOB	
53	FY13-0088	Upgrade Camino Pacifico Road Improvements	Roads	0	0	0	1	0	$192,000	2012 GOB	
54	FY13-0075	Upgrade Avenida de Amistad Road Improvements	Roads	0	0	0	0	1	$194,000	2012 GOB	
55	FY13-0074	Upgrade Avenida Buena Ventura Road Improvements	Roads	0	0	0	0	0	$91,000	2012 GOB	
56	FY13-0052	Improvements to the Romero Park	Parks	0	1	0	0	0	$1,000,000	Captial Outlay GRT	
	Projects per District			**23**	**22**	**27**	**24**	**23**			
	Total Projects										**56**
	Total Funded Amount										**$49,240,485**

NO PACKET MATERIAL
FOR THIS ITEM

GERALDINE SALAZAR
COUNTY CLERK
(505) 986-6280
gsalazar@santafecountynm.gov

VICTORIA L. TRUJILLO
Chief Deputy Clerk
505-995-6535
vltrujillo@santafecountynm.gov

MEMORANDUM

DATE: August 30, 2013
TO: Board of County Commissioners
VIA: Katherine Miller, County Manager
FROM: Geraldine Salazar, Santa Fe County Clerk

Geraldine Salazar

RE: **INTRODUCTION AND POSSIBLE ACTION ON RESOLUTION NO. 2013- _____ , A RESOLUTION AMENDING THE BOUNDARIES OF VOTING PRECINCT 86 AND CREATING A NEW AND SEPARATE VOTING PRECINCT 89 AS REQUIRED BY SECTION 1-3-1(B) NMSA 1978, AND ASSOCIATED WAIVER OF REQUIREMENTS OF RESOLUTION 2013-26.**

ISSUE:
On the agenda for your consideration: Section 1-3-1(B) NMSA 1978 requires that "[a] precinct for general or primary election purposes shall not have had more than eight hundred votes cast in-person in that precinct at the last preceding general election." During the 2012 general election, 978 in-person votes were cast in Precinct 86. Creating a new precinct to reduce the number of voters in Precinct 86 is both required by law and in the interest of the convenience of the voters of Santa Fe County.

Exhibit A, which is attached to the proposed resolution, designates and describes the boundaries of the two precincts created from the current Precinct 86 – a smaller Precinct 86 and a new Precinct 89. The new boundaries were created to make the new precincts approximately equal in area and number of voters, and with the convenience of all voters in mind.

INCLUDED WITH THIS MEMORANDUM IS A MAP COPY WHICH INDICATES THE PROPOSED NEW PRECINCT BOUNDARY.

REQUEST ACTION:

Santa Fe County Clerk Geraldine Salazar respectfully requests that the Board of County Commissioners support this agenda item and approve the resolution.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Resolution No. 2013 –

Introduction and Possible Action on Resolution No. 2013-___, a resolution amending the boundaries of voting Precinct 86 and creating a new and separate voting Precinct 88 as required by Section 1-3-1B NMSA 1978, and Associated Waiver of Requirements of Resolution 2013-26.

WHEREAS, Section 1-3-2 NMSA 1978 requires that the Board of County Commissioners create by resolution additional precincts to meet the requirements of Section 1-3-1 NMSA 1978;

WHEREAS, Section 1-3-1B NMSA 1978 requires that "A precinct for general or primary election purposes shall not have had more than eight hundred votes cast in person in that precinct at the last preceding general election";

WHEREAS, during the 2012 general election, 976 in-person votes were cast in Precinct 86;

WHEREAS, creating a new precinct to reduce the number of voters in Precinct 86 is both required by law and in the interest of the convenience of the voters of Santa Fe County; and

WHEREAS, the attached "Exhibit A" designates and describes the boundaries of the two precincts created from the current Precinct 86 – a smaller Precinct 86 and a new Precinct 88;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Santa Fe County hereby amends the boundaries of the current voting Precinct 86 and establishes a new voting precinct 88 as designated and described in Exhibit A.

PASSED, APPROVED and ADOPTED this __ DAY OF ___, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: _____
Kathleen S. Holian, Chair

ATTEST:

_____
Geraldine Salazar, Santa Fe County Clerk

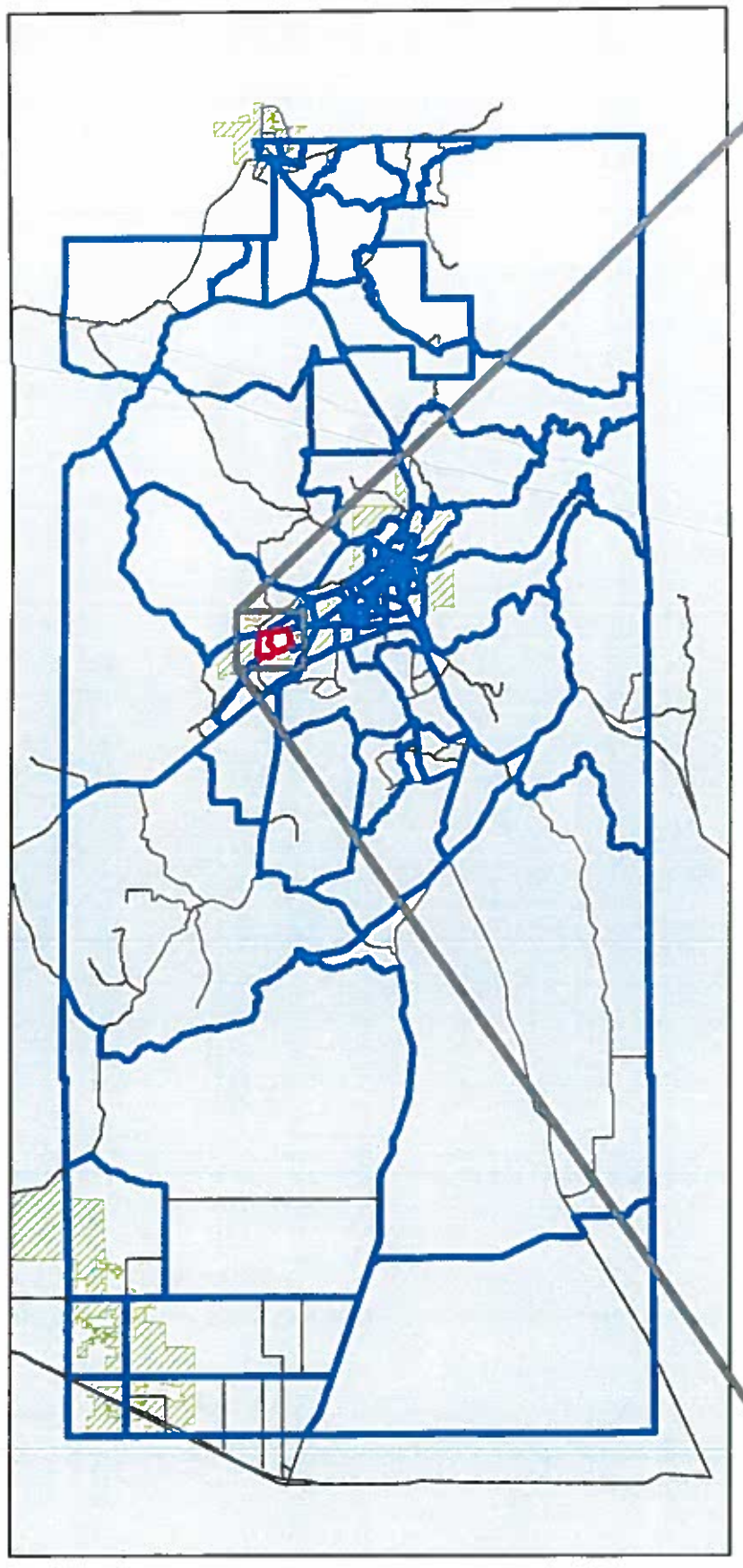
Approved As To Form:

_____
Stephen C. Ross, Santa Fe County Attorney

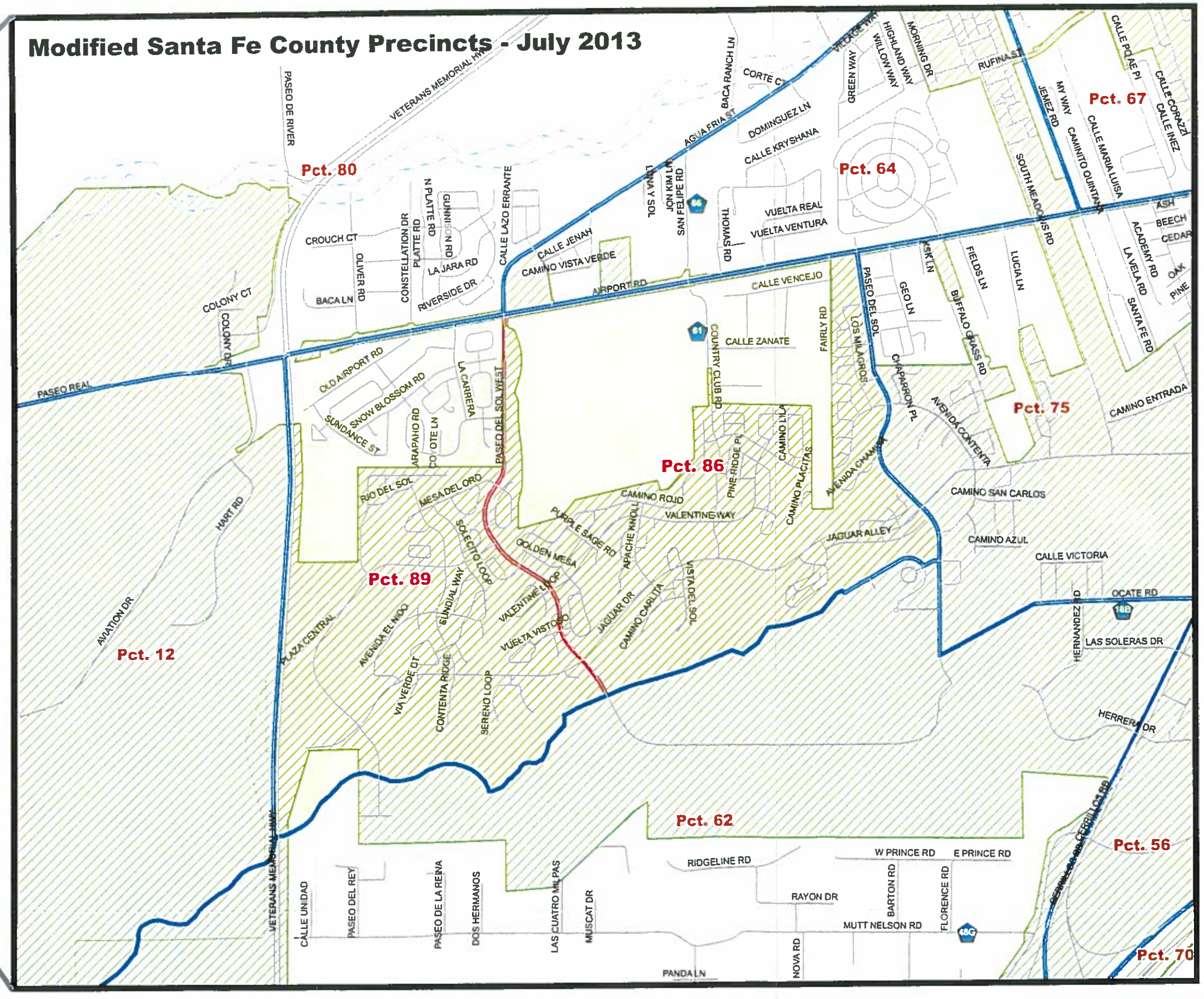
Exhibit A

New Precinct (Split from Precinct 86) Beginning at Airport Road and NM 599; thence south on NM 599 to Arroyo de Los Chamisos; thence east to unnamed arroyo; thence east to Paseo del Sol West; thence north to Airport Road; thence west and back to the beginning.

Precinct 86 (Adjusted Boundary) Beginning at Airport Road and Paseo Del Sol West; thence south on Paseo Del Sol West to unnamed arroyo; thence east to unnamed road just above Capitol High School Football stadium, follow road to Paseo Del Sol; thence north to Airport Road; thence west and back to the beginning.



Modified Santa Fe County Precincts - July 2013



Legend

- Modified Precincts
- 2011 Precinct Boundaries
- Incorporated Areas
- Roads
- Major Streams

Chair Kathy Holian
Commissioner, District 4

Daniel "Danny" Mayfield
Commissioner, District 1

Robert A. Anaya
Commissioner, District 3

Geraldine Salazar
Santa Fe County Clerk

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Dianna J. Duran
New Mexico Secretary of State

1:18,000
1 inch represents 0.28 miles

0 0.1 0.2 0.4 0.6 Miles

This information is for reference only.
Santa Fe County assumes no liability
for errors associated with the use of these data.

SANTA FE COUNTY

June 30, 2013

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: *September 10, 2013*

TO: *Board of County Commissioners*

FROM: *Kathy Holian, Santa Fe County Commissioner, District 4*
Daniel "Danny" Mayfield, Santa Fe County Commissioner, District 1

VIA: *Katherine Miller, Santa Fe County Manager*

ITEM AND ISSUE:

INTRODUCTION OF A RESOLUTION SUPPORTING THE CREATION OF A REGIONAL WATER AUTHORITY OR AUTHORITIES FOR AND WITHIN SANTA FE COUNTY (Commissioners Holian and Mayfield) **(DISCUSSION ONLY, FIRST HEARING)**

It has long been recognized that when it comes to water supply, a regional approach is best. Indeed, Patrick Geddes, an influential British planner and urbanist who worked extensively in the Middle East in the 1920s (including creating Tel Aviv and Jerusalem master plans), said in his 1915 book *Cities in Evolution* that water supply planning is "the prime necessity for regional statesmanship." More locally, since at least 2004, City and County policy makers have seriously been contemplating the ultimate creation of a regional water entity for the Santa Fe metro area, and numerous water plan and policy documents have supported or encouraged this, including the County's *Sustainable Growth Management Plan*, the *Santa Fe County Conjunctive Management Plan for the Santa Fe Basin*, the *Jemez y Sangre Regional Water Plan*, and the *Estancia Basin Water Plan.*

Even though the Buckman Direct Diversion Project is an important first step toward regionalization, certain recent events have highlighted the need for further action. We are entering the third year of drought, stretching surface water supplies and enflaming tensions between local governments. The repermitting of the Northwest Well, the continued struggles between City and County on water supply and annexation, and the City's perceived disregard of the Water Resources Agreement are all examples of how a balkanized approach to water in the arid Southwest does not work. We as the Commission realize this because when we created the Water Policy Advisory Committee in April of this year, we gave it the specific mandate to "explore the concept of an independent regional water authority or authorities, including interfacing with the City of Santa Fe, the City of Española, the Town of Edgewood, mutual domestic water consumer associations, and other regional water users regarding a regional water authority or authorities";

We have an opportunity make a change. The 2005 *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion Project* identifies a "regional entity" as a possible BDD project manager to succeed the City when the current project management agreement expires on December 1, 2015. The BDD board passed a resolution to direct BDD staff to convene a group that will, it is our hope, lead the way to a more regional management of BDD. We are asking my colleagues on this board, as co-equal partners to the City in BDD, to support this effort by passing the attached resolution. If we start now, we have two and a half years to make the change we all feel is necessary. If we continue on our present path, it is ultimately the citizens of Santa Fe County, whether they live inside the City or not, who will suffer.

REQUESTED ACTION:
This agenda item is up for discussion only and no action is required. **(DISCUSSION ONLY, FIRST HEARING)**

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

RESOLUTION No 2013 - _____

A RESOLUTION SUPPORTING THE CREATION OF A REGIONAL WATER AUTHORITY OR AUTHORITIES FOR AND WITHIN SANTA FE COUNTY

WHEREAS, the Board of County Commissioners seeks to establish and maintain a sustainable long-term water supply capable of meeting the County's present and future needs; and

WHEREAS, the County's *Sustainable Growth Management Plan* identifies regional water planning and centralized water and wastewater service provisions as "keys to sustainability;" and

WHEREAS, the *Santa Fe County Conjunctive Management Plan for the Santa Fe Basin* calls for "regional cooperation and coordination" of all water stakeholders; and

WHEREAS, the *Jemez y Sangre Regional Water Plan* adopted by the New Mexico Interstate Stream Commission in 2003, which covers Santa Fe County north of the Ortiz Mountains, recommends the "establishment of a regional water authority to better manage water resources;" and

WHEREAS, the *Estancia Basin Water Plan*, which covers the southern portion of the County to include Stanley and Edgewood, recommends the "establishment of a single-focus water resource Basin-wide entity with authority, necessary funding, and a long-term approach;" and

WHEREAS, since 2003 at least three Regional Water Authorities have been created by the New Mexico State Legislature so as ensure public health and develop comprehensive water systems utilizing economies of scale, efficiency, and cost-effective water utility management; and

WHEREAS, the combined Albuquerque-Bernalillo County Water Utility Authority, created in 2003 to address similar concerns, has been successful in that a 2012 customer survey reported that the vast majority of both residential (84%) and commercial customers (90%) feel the water and sewer services they receive are a good value for the amount they pay; and

WHEREAS, the County, City, and Las Campanas are already partners in the Buckman Direct Diversion Project (BDD), which is the primary source of surface water for water customers of the City of Santa Fe and adjacent County water customers; and

WHEREAS, the County and City are equal partners in the Buckman Regional Water Treatment Plant, which has the capacity to treat and distribute up to eight million gallons per day; and

WHEREAS, both the County and City draw well water from the same source as well as share in the Santa Fe Canyon and BDD surface water supplies, all of which are under stress due to changing climate conditions, and which argues for more collaborative approaches to water

management such as the combined Albuquerque-Bernalillo County Water Utility Authority has performed; and

WHEREAS, both the *Buckman Direct Diversion Principles of Agreement* and the *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion Project* identify a "regional entity" as a possible BDD project manager to succeed the incumbent Sangre de Cristo Water Company when the current project management agreement expires on December 1, 2015; and

WHEREAS, Resolution 2013-42, approved April 30, 2013, created a Water Policy Advisory Committee with a specific mandate to "explore the concept of an independent regional water authority or authorities, including interfacing with the City of Santa Fe, the City of Española, the Town of Edgewood, mutual domestic water consumer associations, and other regional water users regarding a regional water authority or authorities;" and

WHEREAS, numerous water service providers currently contend for customers in the Santa Fe metropolitan area; and

WHEREAS, it is in the interest of all residents of Santa Fe County to address water issues, including utility water service, source of supply, and water reuse, in a sustainable regional manner;

NOW, THEREFORE BE IT RESOLVED by the Board of the County Commissioners:

1. The Board of County Commissioners supports the ultimate creation of an independent regional water authority or authorities, as appropriate, in the Santa Fe Basin with the intent to provide efficient, effective, and sustainable water and wastewater service to all constituents of the County and City in compliance with County and City growth management and conjunctive management principles.

2. The Board of County Commissioners supports the creation of a regional entity as expeditiously as possible with the goal of succeeding the current BDD project manager with the newly-created regional entity on December 1, 2015.

3. The BCC urges all water service providers in the Santa Fe County to seriously consider the merits of a regional water authority in meeting water supply objectives.

4. The BCC encourages the State Legislature to promulgate singular enabling legislation to allow for the smooth, transparent, and prompt establishment of regional water authorities throughout the State.

APPROVED, ADOPTED AND PASSED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

Kathy Holian, Chairman

Attest:

Geraldine Salazar, County Clerk

Approved as to Form:

Stephen C. Ross, County Attorney

Santa Fe County

Fiscal Impact Report

Department / Division: Commissioner Holian

Action Item to be Considered: A RESOLUTION SUPPORTING THE CREATION OF A REGIONAL WATER AUTHORITY

Agreement Number:

Indicate with a ☑ below	Section 1 -Identify the type of document below for BCC Consideration and Approval
☐	Revenue, e.g. Grant, charges and fees, etc.
☐	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
☐	Loan/Grant Agreement
☑	Other: Resolution

Indicate with a ☑ below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
☐	General Fund, e.g. property taxes, gross receipt taxes, etc.
☐	Special Revenue Funds, e.g. Fire, Indigent, etc.
☐	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
☐	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
☐	Grant Funds. If yes, indicate the percentage and amount required % and/or $, and source. % $ Source
☐	Other:

Section 3 - Ongoing operations and maintenance (O&M) requirements:
Short Term (Specify needs for the current fiscal year only) None
New FTE's # Position Hourly Rate $ Current Fiscal Year Cost $ Annual Cost $
Initial Costs (Vehicle, computer, office space, etc.) None

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

None

Current Fiscal Year Cost $ _____ **Annual Cost $** _____

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

None

Salary & Benefits:

None

All other expenses:

None

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Current FY Estimate $ _____

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate $ _____ **Total (next 4 years) $** _____

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

This resolution has no fiscal consequences.

Prepared by Adam Leigland **Reviewed by** _____

File Attachment

File Attachment

File Attachment

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting Property Tax Equity (Commissioner Stefanics)

BACKGROUND

This Resolution from the Assessors Affiliate supports the Property Tax Equity as a 2014 legislative priority.

It seeks to provide for a more equitable, transparent, and understandable property tax system.

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING PROPERTY TAX EQUITY

WHEREAS, the value of owner occupied residential property, for property tax purposes, should be valued at no less than 90% of market value;

WHEREAS, the annual limitation on increases in valuation of residential property for 2015, shall not exceed 105% of the value in the tax year prior to the tax year in which the property is being valued or not less than 70% of the market value whichever is greater ;

WHEREAS, the annual limitation on increases in valuation of residential property for subsequent years, following 2016, shall not exceed 105% of the value in the tax year prior to the tax year in which the property is being valued or not less than 90% of the market value whichever is greater;

WHEREAS, while striving for equalization of property values, consideration must be given to the long term residents of New Mexico;

WHEREAS, consideration includes the creation of a valuation limitation for the long term resident, providing a deduction of 10% of the taxable value, of the residential property owned and occupied by a New Mexico resident for 10 or more years and a 20% deduction of the taxable value, of the residential property owned and occupied by a New Mexico resident, 65 years of age or older, for 20 or more years.

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners support legislation that will provide for the proposed changes to 7-36-21.2 NMSA, allowing for a more equitable property valuation process.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

RESIDENTIAL VALUATION LIMITATION & EQUITY

FOR NM RESIDENTS

House Bill 521, 2013 Regular Session

Introduced by Representative Ed Sandoval,

passed the House Tax Committee, but died on adjournment.

- House Bill 521 addressed the "Tax Lightning" problem, which strikes new homeowners when they purchase a home and there is no longer a 3% cap on valuation increases.
- The bill created equitable, transparent, and understandable residential property tax valuations by reducing the current disparity between homeowner valuations.
- It moved all taxpayers to not less than 70% of value in 2014, and not less than 85% of value in the following year.
- It created more equitable values for residential property owners and locked in lower values for the long term and senior New Mexico homeowners.

The bill supported the original intent and spirit of the value cap law instituted by Speaker Ben Lujan, which was to ensure that people who have lived in their homes for 10 or 20 years, and especially senior citizens, do not lose their homes because of increases in property valuation.

HB 521 was endorsed by the Realtors Association of New Mexico and by the New Mexico Association of Counties.

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting Non-residential Real Property Sales Disclosure (Commissioner Stefanics)

BACKGROUND

This Resolution from the Assessors Affiliate supports Non-residential Real Property Sales Disclosure as a 2014 legislative priority.

This resolution seeks to provide for the disclosure of sales data for all real property. (Includes non-residential but not agricultural land or subsurface rights on mineral deeds)

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING NON-RESIDENTIAL REAL PROPERTY SALES DISCLOSURE

WHEREAS, 7-38-12.1 NMSA 1978 requires transferors or transferees of "residential property" to file an affidavit with the County Assessor disclosing sale price and other related information;

WHEREAS, "residential property" is defined in the property tax code as real property with dwelling placed on it, and does not include non-residential properties;

WHEREAS, the Assessor's duty is to appraise and assess all taxable properties, residential and non-residential, fairly and equitably according to its' market value;

WHEREAS, the best approach in determining the market value of a property is utilizing the "sales comparison approach" which requires the use of sales data;

WHEREAS, 7-38-12.1 only requires the disclosure of "residential" sales data to the Assessor;

WHEREAS, without adequate sales data the Assessor must rely on other less than reliable approaches to fairly assess non-residential properties;

WHEREAS, agricultural land is not valued at market value and would be excluded;

WHEREAS, subsurface rights are not valued by the Assessor therefore mineral deeds would be excluded.

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners support legislation that will provide for the disclosure of sales data for all real property except as specifically excluded.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

DISCLOSURE OF NON-RESIDENTIAL SALES TO ASSESSORS

Senate Bill 117

Introduced by Senator George Munoz

For the Revenue Stabilization & Tax Policy Committee

Died on adjournment, in Senate Committee

Senate Bill 117 would have required affidavits on real property sold in a county to be filed with the County Assessor. The Legislative Finance Committee's Fiscal Impact Report (FIR) commented that the proposed measure would increase information available to assessors, and therefore result in more "current and correct" assessment levels among non-residential properties. Under those circumstances, revenues flowing to various property tax recipients (the state, school districts, and other entities would be likely to increase, according to the FIR.

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting Notice of Liens (Commissioner Stefanics)

BACKGROUND

This Resolution from the Clerks Affiliate supports the Notice of Liens as a 2014 legislative priority.

This resolution seeks to require liens to contain language that notice of the lien was sent to the property owner prior to filing the lien.

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING NOTICE OF LIENS

WHEREAS, liens on property are recorded in the office of the County Clerk;

WHEREAS, there are currently very few requirements to inform a property owner that a lien has been recorded;

WHEREAS, a recorded lien clouds the title to the property and inhibits the owner's ability to maximize use of the value of the property;

WHEREAS, oftentimes, property owners are never made aware that a lien has been placed on their property;

WHEREAS, giving notice of liens encourages debts to be resolved;

WHEREAS, the NMAC Board in 2011 and 2012 approved County Clerk resolutions affirming that the owner of a property should be informed when a lien is recorded;

WHEREAS, the County Clerks Affiliate now seeks NMAC priority status for this issue;

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners supports legislation that would require liens to contain language that notice of the lien was sent to the property owner prior to filing the lien.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting Suspension of Medicaid Benefits in Lieu of Termination Upon Incarceration in County Detention Centers for Youth and Adults (Commissioner Stefanics)

BACKGROUND

This Resolution from the Commissioners Affiliate supports the Suspension of Medicaid Benefits in Lieu of Termination upon Incarceration in County Detention Centers for Youth and Adults as a 2014 legislative priority.

This resolution seeks to support interruption of Inmates' Medicaid benefits instead of termination.

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING SUSPENSION OF MEDICAID BENEFITS IN LIEU OF TERMINATION UPON INCARCERATION IN COUNTY DETENTION CENTERS FOR YOUTH AND ADULTS

WHEREAS, it is very expensive through law enforcement, criminal justice and incarceration costs to manage people that commit crimes associated with behavior from untreated substance use and mental disorders;

WHEREAS, lack of access to health care after discharge from incarceration, including treatment for substance use and mental health disorders, is a major risk factor for recidivism and for committing crimes in people with untreated substance use and mental disorders;

WHEREAS, having Medicaid benefits upon discharge from a county detention center will allow for the inmate to be linked upon discharge to treatment resources for substance use and mental health disorders;

WHEREAS, treatment of substance use and mental disorders has been well demonstrated to reduce recidivism, overdose and suicide, and every dollar invested in treatment has been well demonstrated to give a $7 return in criminal justice savings and a $5 return in medical savings;

WHEREAS, as of January 1, 2014 likely more than 90% of county inmates will be eligible for Medicaid benefits compared to around 10% currently. These Medicaid benefits will be paid for 100% by the federal government for about 90% of inmates, with little cost to the counties except to help inmates sign up for Medicaid using the state's new automated online system in 2014;

WHEREAS, savings to the counties will be great by leveraging federal dollars.

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners supports legislation that would require the suspension of Medicaid in lieu of termination upon incarceration in county detention centers for youth and adults such that: (1) inmates would still have their Medicaid medical benefits upon discharge if they had Medicaid upon admission or (2) be able to apply for Medicaid benefits at any time during their incarceration and if still incarcerated when they receive their benefits have their Medicaid benefits suspended until discharge when they would automatically become active.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

; and

Savings to the counties will be great leveraging federal dollars.

NOW THEREFORE BE IT RESOLVED THAT, the New Mexico Association of Counties support legislation that would require the suspension of Medicaid in lieu of termination upon incarceration in county detention centers for youth and adults such that: (1) inmates would still have their Medicaid medical benefits upon discharge if they had Medicaid upon admission or (2) be able to apply for Medicaid benefits at any time during their incarceration and if still incarcerated when they receive their benefits have their Medicaid benefits suspended until discharge when they would automatically become active.

Signed _____ **Date:** 6/20/13
Affiliate Chair

Excerpted statement by federal CMS/HSD policy advisor, regarding new Medicaid coverage opportunities available through the Affordable Care Act:

. . . incarceration does not preclude an individual from being determined Medicaid-eligible. *(Emphasis added.)* Inmates are permitted to file an application for Medicaid coverage during the time of their incarceration, and assuming they meet all applicable Medicaid eligibility requirements, may be enrolled in the Medicaid program before, during, and after the period of time spent in the correctional facility. Incarceration does, however, affect the state's ability to claim federal financial participation (FFP). We have previously informed state that this is a payment exclusion only, not an eligibility exclusion, and does not affect the eligibility of the individual inmate for the Medicaid program. States can receive FFP for Medicaid-covered state plan services provided to Medicaid-enrolled inmates, when inmates become inpatients in hospitals, nursing facilities, juvenile psychiatric facilities, or intermediate care facilities. Furthermore, the payment exclusion does not apply when the inmate is paroled, on probation, or on home release, except when the individual reports to the prison for an overnight stay. However, the exclusion does apply where the individual is an inmate awaiting criminal proceedings, penal dispositions, or other involuntary detainment determinations.

The Centers for Medicare & Medicaid Services (CMS) has a longstanding policy that permits states to establish a process under which a Medicaid-eligible inmate is placed in a suspended eligibility status while the inmate exclusion is applicable. *(Emphasis added.)* This suspension process prevents the state from erroneously claiming FFP for services furnished to the incarcerated individual, while ensuring that the individual returns to active enrollment when the inmate exclusion no longer applies (absent a redetermination that results in a termination for other reasons). In fact we have informed states that there is no legal basis for terminating the Medicaid eligibility of inmates of public institutions solely on the basis of their status as inmates. The suspension policy provides for continuity of care so that the individual can immediately access covered benefits when the inmate exclusion no longer applies, and enables the state to receive FFP for such benefits. . . .

Taken from e-mail sent on June 18, 2013 by Marielle Kress MPP, Policy Advisor, Children & Adults Health Programs Group, Center for Medicaid and CHIP Services, Centers for Medicare & Medicaid Services, U.S. Department of Health & Human Services.

PRE-RELEASE MEDICAID BENEFITS FOR INCARCERATED PERSONS

Senate Bill 65, 2013 Regular Session
Introduced by Senator Jerry Ortiz y Pino
Passed both houses, but was vetoed by the Governor

SUMMARY OF LEGISLATIVE & GUBERNATORIAL ACTION

The original bill required the Human Services Department, along with correctional facilities, to ensure that incarcerated persons who are eligible for Medicaid, are able to access their Medicaid benefits immediately up release. The Senate Public Affairs Committee substitute added several requirements to the Human Services Department. The bill was finally amended on the Senate floor to expand slightly the affected parties, to include administrators of all facilities confining incarcerated individuals (and therefore to include counties); to strike the exclusion stating that the assessment process cannot take place less than ten days before release; and to require the Human Services Department to suspend but not terminate a Medicaid-eligible individual within the first year of the individual's entry into incarceration.

The Governor's veto message stated that, while she supported the intention of SB 65, it placed an unfunded burden on several state agencies and duplicated existing agreements between several departments. She further stated that the cabinet secretaries of those departments are committed to closing the incarceration benefits loophole, through an administrative process.

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting County Correctional Facility Gross Receipts Tax (Commissioner Stefanics)

BACKGROUND

This Resolution from the Detention Administrators and Commissioners Affiliates supports the County Correctional Facility Gross Receipts Tax as a 2014 legislative priority

This resolution seeks to increase existing county local option Gross Receipts Tax for county correctional facilities.

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX

WHEREAS, twenty five counties in New Mexico have voted to enact the two one-sixteenth increments of County Correctional Facility Gross Receipts Tax authorized by state law;

WHEREAS, county detention facilities use the proceeds of this local option tax to operate and maintain local detention facilities, and for many other purposes authorized by state law;

WHEREAS, county detention facilities have seen a significant increase in detention facility populations since the County Correctional Facilities GRT was expanded in 2004;

WHEREAS, the resulting cost to county government is, in many counties, the most significant part of the county budget;

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners supports legislation that would increase the County Correctional Facility Gross Receipts Tax from two to four increments of one-sixteenth of one percent, resulting in a maximum tax of one fourth of one percent.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

See third page for description of County Correctional Facility Gross Receipts Tax

COUNTY GROSS RECEIPTS TAX (GRT) LOCAL OPTION INCREMENTS

The county gross receipts taxes are collected at the same time and in the same manner as the state gross receipts. The local option tax rate changes are combined with the state gross receipts tax rate and incorporated into the gross receipts tax rate schedule that is revised and provided to the taxpayers every six months. The Enactment Date Table is posted on the Taxation & Revenue Department website: http://www.tax.newmexico.gov/Tax-Library/For-Governments/Municipal-and-County-Governments/Pages/Enactment-Date-Tables.aspx

Excerpted from County Gross Receipts Tax Local Options, published by the NM Taxation & Revenue Department, Revised June 2013.

DESCRIPTION & IMPOSITION, BY COUNTY, AS OF JULY 1, 2013

NAME OF TAX, PURPOSE, & INCREMENTS AUTHORIZED Unless otherwise noted, all increments are imposed countywide.	STATUTES & COUNTIES IMPOSING TAX
COUNTY GROSS RECEIPTS TAX	**7-20E-9 through 7-20E-11**
First 1/8 % (general purpose and/or county road fund	All counties
Second 1/8 % (county indigent patients)	All counties but Harding & Socorro
Third 1/8 % (general purpose)	24 counties
Fourth 1/16 % (general purpose)	22 counties
COUNTY INFRASTRUCTURE GROSS RECEIPTS TAX General purposes, waste/wastewater facilities, jails, economic development, etc.	**7-20E-19**
.First 1/16 %	10 counties
Second 1/16 %	10 counties

COUNTY CAPITAL OUTLAY GROSS RECEIPTS TAX Building & infrastructure projects, payment of revenue bonds for infrastructure	**7-20E-21**
First 1/16 %	6 counties
Second 1/16 %	6 counties
Third 1/16 %	6 counties
Fourth 1/16 %	6 counties
COUNTYWIDE/COUNTY AREA EMERGENCY COMMUNICATIONS & EMERGENCY MEDICAL & BEHAVIORAL HEALTH SERVICES GROSS RECEIPTS TAX Eligibility contingent on having emergency communications center and/or behavioral health services facility. May be imposed countywide or outside incorporated areas only.	**7-20E-22**
First 1/16 %	12 counties (Dona Ana votes on 07/30)
Second 1/16 %	12 counties
Third 1/16 %	10 counties
Fourth 1/16 %	9 counties
COUNTY EDUCATION GROSS RECEIPTS TAX For payment of county education GRT bonds for public school capital projects & off-campus program capital projects. Only Taos county is authorized.	**7-20E-20**
One ½ % increment	Taos
COUNTY HEALTH CARE GROSS RECEIPTS TAX Must be dedicated to the state's county-supported Medicaid Fund	**7-20E-18**
First 1/16 %	16 counties
Second 1/16 % is available only to counties w/ populations over 500,000.	Bernalillo
LOCAL HOSPITAL GROSS RECEIPTS TAX	**7-20C-1 through 7-20C-17**
Four 1/8 % increments to pay principal & interest on revenue bonds for acquisition of land or buildings for hospital or healthcare facilities. Authorized for 14 counties; only 5 have imposed it.	
First 1/8 %	Cibola, Quay, Roosevelt, San Juan, Union
Second 1/8 %	Cibola, Quay, Roosevelt, Union
Third 1/8%	Cibola, Quay, Roosevelt
Fourth 1/8 %	Cibola, Quay, Roosevelt

COUNTY HOSPITAL EMERGENCY GROSS RECEIPTS TAX To design & construct a county hospital facility, acquire land or buildings, or repay bonds or loans for acquiring, equipping, remodeling, or improving county hospital or health facility.	7-20E-12.1
One ¼% increment	Hidalgo & Sierra
SPECIAL COUNTY HOSPITAL GROSS RECEIPTS TAX For operations & maintenance of hospital for care of sick & indigent persons (Quay) & county ambulance transport or rural health clinic costs (Luna).	7-20E-13 & 7-20E-14
One 1/8 % increment	Quay and Luna
COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX Originally for purchasing & constructing jails; expanded to include operating detention facilities & transportation of prisoners. No election required but voters may petition for an election to approve or disapprove.	7-20-F-1 through 7-20F-12
First 1/16 %	26 counties
Second 1/16%	26 counties
COUNTY ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX For acquiring, constructing, operating & maintaining solid waste, water, wastewater, sewer, & other systems. Imposed only on businesses outside incorporated municipalities.	7-20E-17
One 1/8 %	29 counties
COUNTY FIRE PROTECTION SERVICES EXCISE TAX For operational expenses (no salaries), ambulance services, capital outlay costs of independent fire districts or county ambulance services. Imposed only on businesses outside incorporated municipalities.	7-20E-15 & 7-20E-16
Increment can be either 1/8 or ¼ %. All imposing counties have enacted ¼ %.	21 counties
COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX For purposes authorized in the Regional Transit District Act. County must be member of a regional transit district; all counties in district must elect to enact the tax.	7-20E-23
Four 1/16 % increments All counties appear to have enacted the first 2 increments only.	Bernalillo, Los Alamos, Rio Arriba, Sandoval, Santa Fe, & Taos counties

COUNTY QUALITY OF LIFE GROSS RECEIPTS TAX To promote & expand cultural programs	7-20E-24
Four 1/16th % increments	No counties (Village of Cuba has enacted)
COUNTY REGIONAL SPACEPORT GROSS RECEIPTS TAX County must be a member of a regional spaceport. At least 75 % is for a regional spaceport district financing, planning, designing, engineering, constructing, and/or projects of the district.	7-20E-25
First & second 1/16 % increments	Dona Ana & Sierra counties
COUNTY WATER & SANITATION GROSS RECEIPTS TAX If board of directors of water & sanitation district approves a resolution, county must impose the tax on persons engaged in business in the district.	7-20-E-26
One ¼ % increment	No counties
COUNTY BUSINESS RETENTION GROSS RECEIPTS TAX To retain local businesses in the county, by reducing the impact to the State General Fund of gaming tax lost to the state because of reduced economic activity in the county. May be imposed only by a county containing gaming operator licensees that are racetracks (racinos).	7-20E-27
Four 1/16 % increments	Lincoln county (enacted 2011; expires 2015)
COUNTY HOLD HARMLESS GROSS RECEIPTS TAX County may designate specific purpose, including but not limited to police or fire protection, public transportation or street repair and maintenance.	Enacted in 2013; no counties have yet imposed.
Three 1/8 % increments; no voter referendum or petition	

Data sources: New Mexico Department of Taxation & Revenue
County Gross Receipts Tax Local Options, revised June 2013
Enactment Dates of Local Option Taxes, as of July 1, 2013

Prepared by Tasia Young, Lobbyist
New Mexico Association of Counties
tyoung@nmcounties.org; 505-469-6409
updated 07/30/13

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting Delinquent Property Tax Payment (Commissioner Stefanics)

BACKGROUND

This Resolution from the Treasurers Affiliate supports the Delinquent Property Tax Payment as a 2014 legislative priority.

This resolution seeks to amend state law to authorize County Treasurers to receive all payments of property taxes, including for those properties that have been turned over to the Property Tax Division for collection and have been placed on installment agreements.

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING DELINQUENT PROPERTY TAX PAYMENTS

WHEREAS, NMSA 7-38-62 instills the responsibility and exclusive authority on the Tax and Revenue Department to collect delinquent taxes showing on the tax delinquency list;

WHEREAS, Property Tax Division enters into installment agreements with delinquent taxpayers as a means to collect those taxes;

WHEREAS, New Mexico County Treasurers acknowledge the tracking of payment, the filing of injunctions and liens related to missed payments, and the enforcement of installment agreements, is a function that should remain under the authority, control and within the jurisdiction of the Property Tax Division and the Legal Services Bureau of the Tax and Revenue Department;

WHEREAS, payments by delinquent taxpayers to the Property Tax Division creates an unnecessary, confusing and inefficient third tier of government to which taxpayers are required to make payments;

WHEREAS, the public's right to have updated and accurate information at the local level is compromised by the payment by delinquent taxpayers to the state level where it is retained and not distributed for up to three years;

WHEREAS, County Treasurers are equipped with resources, policies, and procedures already in place by which they are able to distribute payments received on behalf of Property Tax Division to them on a monthly basis, enabling the department to perform the necessary enforcement, negotiation, and tracking of all installment agreements;

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners supports legislation that would amend State Statute 7-38-62 to authorize County Treasurers to receive all payments of property taxes, including for those properties that have been turned over to the Property Tax Division for collection and been placed on installment agreements.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

7-38-62. Authority of department to collect delinquent property taxes after receipt of tax delinquency list; use of penalties, interest and costs.

After the receipt of the tax delinquency list, the department has the responsibility and exclusive authority to take all action necessary to collect delinquent taxes shown on the list. This authority includes bringing collection actions in the district courts based upon the personal liability of the property owner for taxes as well as the actions authorized in the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] for proceeding against the property subject to the tax for collection of delinquent taxes. Payment of delinquent taxes listed and any penalty, interest or costs due in connection with those taxes shall be made to the department if occurring after the receipt by the department of the tax delinquency list; however, the department may authorize county treasurers to act as its agents in accepting payments of taxes, penalties, interest or costs due. Penalties, interest and costs due received by the department under this section shall be retained by the department for use, subject to appropriation by the legislature, in the administration of the Property Tax Code.

History: 1953 Comp., § 72-31-62, enacted by Laws 1973, ch. 258, § 102; 1990, ch. 22, § 5.

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting Delinquent Property Tax List (Commissioner Stefanics)

BACKGROUND

This Resolution from the Treasurers Affiliate supports the Property Tax List as a 2014 legislative priority.

It seeks to clarify the responsibility of County Treasurers and the Property Tax Division; so that if a delinquent property does not appear on the most recent delinquent property tax list, that property reverts back to the County Treasurer for collection, and the penalty and interest collected are distributed to the county.

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING DELINQUENT PROPERTY TAX LIST DEFINITION

WHEREAS, state statute 7-38-61 NMSA 1978 requires County Treasurers to prepare by July 1 of each year, a property tax delinquency list of all real property for which taxes have been delinquent for more than two years and to transfer those properties to the Property Tax Division (PTD) of the New Mexico Taxation and Revenue Department (TRD) for collection;

WHEREAS, state statute 7-38-62 NMSA 1978 authorizes PTD to collect the delinquent property taxes on the list and to retain penalty, interest, and costs due;

WHEREAS, clarification on the interpretation of these statutes is needed, to assist County Treasurers, state agencies, software companies, delinquent taxpayers, and the general public;

WHEREAS, County Treasurers define the tax delinquency list used in 7-38-61 and 7-38-62 NMSA 1978, as the current annual list;

WHEREAS, PTD believes that there is no provision that allows TRD to permanently stop the collection process against a property, until all delinquent taxes, penalties, interest and costs have been paid, or the property has been sold;

WHEREAS, many properties are not sold if taxpayers are making partial payments toward taxes owed;

NOW THEREFORE BE IT RESOLVED THAT the Santa Fe County Board of Commissioners supports legislation that would clarify the responsibility of County Treasurers and the Property Tax Division, so that if a delinquent property does not appear on the most recent delinquent property tax list, that property reverts back to the County Treasurer for collection, and the penalty and interest collected is distributed to the county.

ADOPTED this 24th day of September, 2013,

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

7-38-61. Real property taxes delinquent for more than two years; treasurer to prepare delinquency list; notation on property tax schedule.

A. By July 1 of each year, the county treasurer shall prepare a property tax delinquency list of all real property for which taxes have been delinquent for more than two years. The tax delinquency list shall contain the information and be in a form prescribed and submitted by the date required by department regulations. The county treasurer shall record the tax delinquency list in the office of the county clerk. There shall be no recording fee for recordation of the tax delinquency list. The updated final property tax sale list shall be recorded with the office of the county clerk the day following the sale of the property. There shall be no recording fee for recordation of the final property tax sale list.

B. The county treasurer shall make a notation on the property tax schedule indicating that the account has been transferred to the department for collection at the time the tax delinquency list is mailed to the department.

History: 1953 Comp., § 72-31-60, enacted by Laws 1973, ch. 258, § 100; 1977, ch. 177, § 1; 1980 ch. 100, § 1; 1978 Comp., § 7-38-60, recompiled as 1978 Comp., § 7-38-61 by Laws 1982, ch. 28, § 22; 1997, ch. 124, § 2.

7-38-62. Authority of department to collect delinquent property taxes after receipt of tax delinquency list; use of penalties, interest and costs.

After the receipt of the tax delinquency list, the department has the responsibility and exclusive authority to take all action necessary to collect delinquent taxes shown on the list. This authority includes bringing collection actions in the district courts based upon the personal liability of the property owner for taxes as well as the actions authorized in the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] for proceeding against the property subject to the tax for collection of delinquent taxes. Payment of delinquent taxes listed and any penalty, interest or costs due in connection with those taxes shall be made to the department if occurring after the receipt by the department of the tax delinquency list; however, the department may authorize county treasurers to act as its agents in accepting payments of taxes, penalties, interest or costs due. Penalties, interest and costs due received by the department under this section shall be retained by the department for use, subject to appropriation by the legislature, in the administration of the Property Tax Code.

History: 1953 Comp., § 72-31-62, enacted by Laws 1973, ch. 258, § 102; 1990, ch. 22, § 5.

MEMORANDUM

DATE: September 10, 2013

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

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

RE: A Resolution Supporting the 2014 Legislative Priorities of the New Mexico Association of Counties (Commissioner Stefanics)

BACKGROUND

The New Mexico Association of Counties (NMAC) mission is to work as a united body by equally representing the interests of all counties through designated elected county officials to promote effective and efficient county government.

The NMAC lobbying team works year round to advance the legislative priorities of the counties through the voices of their Affiliate organizations. Legislative team support includes: (1) providing early assistance to the Affiliate groups with identifying matters requiring a legislative or constitutional fix; (2) discussing the issues with the full Board of directors for determination of which will ultimately be adopted as NMAC priorities; (3) taking the many steps required to turn the resolution into a bill.

This Resolution supports the following seven issues as legislative priorities:

- Delinquent Property Tax Payments
- Delinquent Property Tax List
- Notice of Liens
- Medicaid Benefits Suspension
- County Correctional Facility Gross Receipts Tax
- Property Tax Equity
- Real Property Sales Disclosure

SANTA FE COUNTY RESOLUTION

NO. 2013-

A RESOLUTION SUPPORTING THE 2014 LEGISLATIVE PRIORITIES OF THE NEW MEXICO ASSOCIATION OF COUNTIES

WHEREAS, in August, 2013, the Board of Directors of the New Mexico Association of Counties approved seven legislative priorities for consideration by the New Mexico Legislature at its 2014 Regular legislative session; *and*

WHEREAS, the Association has requested that the Board of County Commissioners in each of the state's 33 counties adopt a resolution supporting the Association's legislative priorities; *and*

WHEREAS, this is an important step in assuring maximum understanding of, and support for, the Association's legislative priorities at the county level; *and*

WHEREAS, the adoption of such resolutions will enable the Association to demonstrate to the state legislature local and statewide support for the Association's legislative priorities; *and*

WHEREAS, the legislative priorities adopted by the Association's Board of Directors include support for legislation on the following seven issues:

- **Delinquent Property Tax Payments** - Amend state law to authorize County Treasurers to receive all payments of property taxes, including for those properties that have been turned over to the Property Tax Division for collection and have been placed on installment agreements. (Treasurers).
- **Delinquent Property Tax List** - Clarify the responsibility of County Treasurers and the Property Tax Division, so that if a delinquent property does not appear on the most recent delinquent property tax list, that property reverts back to the County Treasurer for collection, and the penalty and interest collected are distributed to the county. (Treasurers)
- **Notice of Liens** - Require liens to contain language that notice of the lien was sent to the property owner prior to filing the lien. (Clerks)
- **Medicaid Benefits Suspension** - Support suspension of Medicaid benefits in lieu of termination, during incarceration I n county detention facilities. (Commissioners)
- **County Correctional Facility Gross Receipts Tax** - Increase existing county local option gross receipts tax for county correctional facilities. (Detention Administrators and Commissioners)
- **Property Tax Equity** -Provide for a more equitable, transparent, and understandable property tax system. (Assessors)
- **Real Property Sales Disclosure** -Provide for the disclosure of sales data for all real property, (includes non-residential but not agricultural land or subsurface rights on mineral deeds). (Assessors)

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2014 Regular legislative session.

ADOPTED this 24th day of September, 2013

Commissioner Kathy Holian, Chair
District 4

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

ATTEST:

Geraldine Salazar, County Clerk

NO PACKET MATERIAL
FOR THIS ITEM

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

CASE NO. MIS 02-5054
SONTERRA SUBDIVISION MASTER PLAN TIME EXTENSION
GREAT WESTERN INVESTORS (RICHARD MONTOYA), APPLICANT
SCOTT HOEFT, AGENT

ORDER

THIS MATTER came before the Board of County Commissioners ("BCC") for hearing on August 13, 2013, on the Application of Great Western Investors (Richard Montoya), (herein after referred to as "the Applicant") for a 24-month time extension of the Master Plan approval for the Sonterra Subdivision. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing, finds that the Application is well-taken and should be granted and makes the following findings of fact and conclusions of law:

1. Article V, Section 5.2.7 of the County Land Development Code states, "Master Plan approvals may be renewed and extended for additional two year periods by the Board at the request of the Developer."

2. On August 26, 2002, the BCC granted Master Plan approval for a mixed-use subdivision on 245 acres.

3. The Applicant now requests a 24-month time extension of the previously approved Master Plan for the Sonterra mixed-use subdivision consisting of 520 residential units and 29,117 square feet of commercial space on 245 acres.

4. The property is located off Vista del Monte, east of the Valle Lindo Subdivision within the Community College District, within Section 30, Township 16 North, Range 8 East.

5. In support of the Application, the Applicant submitted a letter of request, proof of ownership, and proof of legal lot of record and approved plans.

6. The Applicant is requesting the extension in order to make adjustments to better suit the Master Plan for the market, and to submit an Amended Master Plan application in the Fall or Spring.

7. There was no one from the public that spoke in regards to this Application.

WHEREFORE, THE BCC HEREBY APPROVES the Application for a 2-year time extension of the Master Plan for the Sonterra Mixed-Use Subdivision which will now expire on August 13, 2015.

IT IS SO ORDERED:

This Order was approved by the Board of County Commissioners on this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: _____
Kathy Holian, Chair

ATTEST:

_____
Geraldine Salazar, 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

CASE NO. V 13-5140

VARIANCE

ROBERT GARCIA, APPLICANT

ORDER

THIS MATTER came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on August 13, 2013, on the Application of Robert Garcia (hereinafter referred to as "the Applicant") for a variance of Ordinance No. 2008-5 (Pojoaque Valley Traditional Community District), Section 12.5 (Density Standards) to allow two dwelling units on a proposed 1.46 acre lot and a variance of Article III, Section 2.4.2b.3 (a) (Road Access) to allow a road access width of less than twenty feet (20') to access three lots. The BCC, having reviewed the Application and supplemental materials, staff reports and conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicant requests a variance of Ordinance No. 2008-5 (Pojoaque Valley Traditional Community District), Section 12.5 (Density Standards) to allow two dwelling units on a proposed 1.46 acre lot and a variance of Article III, Section 2.4.2b.3 (a) (Road Access) to allow a road access of less than twenty feet (20') to access three lots.

2. The property is located at 13A Old Pueblito Road (C.R. 84), in the vicinity of Pojoaque within Section 7, Township 19 North, Range 9 East ("Property").

3. Article III, Section 10 provides that minimum lot size in this area is 0.75 acres per dwelling unit.

4. There are currently two dwelling units and two pole barns on the property.

5. The Applicant has submitted an application for a Family Transfer land Division to divide 2.212 acres into two lots. The proposed lots will consist of 0.75 acres and 1.46 acres. The Applicant stated that he intends to give his daughter the 0.75 acres parcel and the Applicant will retain the remaining 1.46 acre parcel.

6. Article II, Section 3.1 of the Code states that where in the case of a proposed development it can be shown that strict compliance with the requirements of the Code would result in extraordinary hardship to the applicant because of unusual topography or other such non-self-inflicted conditions or that these conditions would result in inhibiting the achievement of the purposes of the Code, an applicant may file a written request for a variance. It further states that a Development Review Committee may recommend to the BCC and the BCC may vary, modify or waive the requirements of the Code upon adequate proof that compliance with the Code provision at issue will result in an arbitrary and unreasonable taking of property or exact hardship, and proof that a variance from the Code will not result in conditions injurious to health or safety. Section 3.1 provides that in no event shall a variance be recommended by a Development Review Committee nor granted by the BCC if by doing so the purpose of the Code would be nullified. Additionally, it states that in no case shall any variation or modification be more than a minimum easing of the requirements.

7. On June 20th, 2013 this Application was heard by the County Development Review Committee (CDRC). The CDRC recommended Approval with the following staff conditions:

A. Water Use shall be restricted to 1 acre feet per year, per lot. A water meter shall be installed for each lot. Annual water meter readings shall be submitted to the Land Use Administrator by January 1, of each year. Water restrictions shall be recorded in the County Clerk's Office.

B. A Plat of Survey meeting all County Code requirements shall be submitted to the Building and Development Services Department for review and approval.

C. The placement of additional dwelling units or Further Division of land is prohibited on the property.

D. The Applicant shall comply with all Fire Prevention Division requirements at the time of plat review.

8. At the Public Hearing before the BCC on August 13, 2013, staff recommended denial of the requested variance and requested imposition of the conditions listed in item 7.

9. The Applicant's daughter spoke in favor of the Application. There were no other members of the public present to speak in regards to this case.

10. In order to meet the minimum lot size for creating two lots, the subject parcel would need to consist of at least 1.5 acres. The subject parcel is 1.46 acres. This is a minimal easing of Code Requirements. Therefore, granting this variance request will not nullify the purpose of the Code.

WHEREFORE the Board of County Commissioners of Santa Fe County hereby approves the request for a variance of Ordinance No. 2008-5 (Pojoaque Valley Traditional Community District), Section 12.5 (Density Standards) to allow two dwelling units on a

proposed 1.46 acre lot and a variance of Article III, Section 2.4.2b.3 (a) (Road Access) to allow a road access width of less than twenty feet (20') to access three lots, subject to the following conditions:

A. Water Use shall be restricted to 1 acre feet per year, per lot. A water meter shall be installed for each lot. Annual water meter readings shall be submitted to the Land Use Administrator by January 1, of each year. Water restrictions shall be recorded in the County Clerk's Office.

B. A Plat of Survey meeting all County Code requirements shall be submitted to the Building and Development Services Department for review and approval.

C. The placement of additional dwelling units or Further Division of land is prohibited on the property.

D. The Applicant shall comply with all Fire Prevention Division requirements at the time of plat review.

IT IS THEREFORE ORDERED that the Application for variance is denied.

This Order was approved by the Board of County Commissioners on this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: _____

Kathy Holian, Chair

ATTEST:

_____

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

_____

Stephen C. Ross, County Attorney

Draft

XVIII. A. 2. **<u>CDRC CASE #V13-5140 Robert Garcia Variance</u>. Robert Garcia, Applicant, Requests a Variance of Ordinance No. 2008-5 (Pojoaque Valley Traditional Community District), § 12.5 (Density Standards) to Allow Two Dwelling Units on a Proposed 1.46 Acre Lot and a Variance of Article III, § 2.4.2b.3(a) (Road Access) to Allow a Road Access Width of Less Than Twenty Feet (20') to Access Three Lots. The Property is Located at 13A Old Pueblito Road (C.R. 84), in the Vicinity of Pojoaque, within Section 7, Township 19 North, Range 9 East (Commission District 1)**

MIKE ROMERO (Case Manager): Good evening. The Applicant has submitted an Application for a Family Transfer Land Division to divide 2.212 acres into two lots. The proposed lots will consist of 0.75 acres and 1.46 acres. The Applicant intends to give his daughter the 0.75-acre parcel and the Applicant will retain the remaining 1.46-acre parcel.

There are currently two pole barns and two residences on the subject property, which the Applicant and the Applicant's son currently reside. One of the dwelling units which is a mobile home, was permitted in 1990, permit # 90-237. It appears that the Applicant has met the code requirements proving all structures on the property are legal non-conforming by providing an aerial photograph from 1975 showing all other existing structures on the property.

The property is located in the Pojoaque Valley Traditional Community District where the minimum lot size is 0.75 acres per dwelling unit. The proposed Family Transfer meets the requirements of the Code for lot size; however, the Applicant is requesting to allow the two existing residences to remain on the 1.46-acre lot. In order to meet the density requirements for having two dwelling units on one lot, the lot must consist of a minimum of 1.5 acres. Therefore, the Applicant needs a variance.

Staff recommendation: Denial of a variance of Ordinance No. 2008-5 Section 12.5 of the Pojoaque Valley Traditional Community District, and Article III Section 2.4.2b.3(a), Road Access, of the Land Development Code. The recommendation of the CDRC was to recommend approval of the Applicant's request, with the following conditions. Madam Chair, Commissioners, if I may, before I enter these into the record staff has discussed that staff recommendation #3 be removed due to the fact the applicants have complied with providing that the structures on the property are permitted, or legal non-conforming. May I enter the rest of the staff conditions into the record?

CHAIR HOLIAN: Yes, you may.

[The conditions are as follows:]

1. Water use shall be restricted to 1 acre-foot per year per lot. A water meter shall be installed for each lot. Annual water meter readings shall be submitted to the Land Use Administrator by January 1st of each year. Water restrictions shall be recorded in the County Clerk's Office (As per Article III, § 10.2.2 and Ordinance 2002-13).
2. A Plat of Survey meeting all County Code requirements shall be submitted to the Building and Development Services Department for review and approval (As per Article III § 2.4.2)

Draft

~~3. The Applicant must provide proof of permits or proof that the structures on the property are legal non-conforming. If the Applicant cannot provide proof that the structures are legal, then the Applicant must obtain After the Fact Permits (As per Article II, § 4.5.2b Article II, § 2).~~

4. The placement of additional dwelling units or Division of land is prohibited on the property (As Per Ordinance No. 2008-5 Section 12.5).

5. The Applicant shall comply with all Fire Prevention Division requirements at the time of plat review (As per 1997 Fire Code and 1997 Life Safety Code).

MR. ROMERO: I stand for any questions.

CHAIR HOLIAN: Are there any questions for staff?

COMMISSIONER MAYFIELD: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Mayfield.

COMMISSIONER MAYFIELD: Could you read in staff's recommendations please, that you're recommending? [See above.]

COMMISSIONER MAYFIELD: As you all are aware, this is in the Pojoaque Basin, correct? Staff's aware that this area is located in the Pojoaque Basin?

MR. ROMERO: Correct, sir.

COMMISSIONER MAYFIELD: And I read somewhere in the file that this property is over 100 years old so it probably has a pre-52 well on it.

MR. ROMERO: According to the applicant, Madam Chair, Commissioner Mayfield, according to the applicant and speaking with the applicant there are two prior wells that are legal non-conforming if you will as prior to our code of 1981. I believe one of the wells was drilled in the sixties and I can't clarify as to when the other one was dated, around the same time or prior to that date.

COMMISSIONER MAYFIELD: So if it was prior to they would already be adjudicated for three acre-feet.

MR. ROMERO: Madam Chair, Commissioner Mayfield, according to the applicant, that's what – I believe the applicant said these are Aamodt wells, which they're already at three acre-foot per well. There's two on that property right now.

COMMISSIONER MAYFIELD: So why are you putting this staff condition of one acre-foot on it?

VICKI LUCERO (Land Use Department): Madam Chair, Commissioner Mayfield, it's typical when an application or an applicant comes in to develop their property to create additional lots our code allows us to impose water restrictive covenants on these properties. So I don't know – regardless of whether it's through the Aamodt settlement or just in another area of the county the code does allow us to restrict water use and because this is a traditional community it's restricted to an acre-foot.

COMMISSIONER MAYFIELD: Madam Chair, Mr. Ross, as far as what the Aamodt settlement is setting up, with the potential development of the Aamodt, the new lot would have the opportunity of tying in and also have the opportunity of permitting their own well right now. Can you explain that to me please?

MR. ROSS: Madam Chair, Commissioner Mayfield, I can't hear you.

COMMISSIONER MAYFIELD: If this is approved by the Commission the new lot that would be established would have their right to permit their own well and/or tie into the Aamodt system when it comes through, if it comes through.

Draft

MR. ROSS: Madam Chair, Commissioner Mayfield, probably, the problem is that our ordinance doesn't permit that. The ordinance requires water restrictive covenants.

COMMISSIONER MAYFIELD: Did the ordinance take into consideration of the Aamodt settlement agreement?

MR. ROSS: Madam Chair, Commissioner Mayfield, yes. The ordinance applies countywide and applies to virtually any 72-12 permit which is a three acre-foot permit.

COMMISSIONER MAYFIELD: But again, under the Aamodt litigation weren't these pre-52 wells, already – weren't the water rights established, as far as pre-adjudicated at three acre-feet?

MR. ROSS: Madam Chair, Commissioner Mayfield, our ordinance doesn't relate in any way to the Aamodt settlement. If you have a right pursuant to the State Engineer for a particular use of water that's essentially irrelevant under the County's ordinance which requires water restrictions to save groundwater and surface water. And the Aamodt settlement cannot override the County Land Development Ordinance.

COMMISSIONER MAYFIELD: But each individual lot is afforded the opportunity, regardless of how many lots you have, to apply for a permit through the Office of the State Engineer. Correct?

MR. ROSS: Madam Chair, Commissioner Mayfield, yes, they have the opportunity, but once they come in for a development permit to the County they have to comply with the County's water restrictive requirements, including the one referenced here. Which means they have the opportunity to have water through the Aamodt settlement that they essentially can't use if they work through the County's ordinance and get a permit.

COMMISSIONER MAYFIELD: Madam Chair, I'll pass for staff right now.

CHAIR HOLIAN: Commissioner Chavez.

COMMISSIONER CHAVEZ: Mr. Romero, I think I heard you earlier in your presentation say that on paragraph 3, where it states that the applicant must provide proof of permits or proof that the structures on the property are legal non-conforming, did I hear you say that they had already met those requirements?

MR. ROMERO: Madam Chair, Commissioner Chavez, that is correct.

COMMISSIONER CHAVEZ: Okay. I just wanted to be sure. Thank you, Madam Chair. Thank you, staff.

CHAIR HOLIAN: Any further questions for staff? Is the applicant here? Would you like to add anything? If so, please come forward and be sworn in, and please state your name for the record.

[Duly sworn, Robert Garcia testified as follows:]

ROBERT GARCIA: My name is Robert Garcia. Madam Chair, Commissioners, thank you for allowing me to say a few words on our behalf. First of all we feel that we are not asking for something unreasonable. An acre and a half is 65,340 square feet. We are short four one-hundredths of an acre, which is approximately 43 feet by 43 feet. It's a piece of dirt smaller than these chambers. We have no problem with the requirement of a 20-foot access to the lots. We will sacrifice [inaudible] to accomplish

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that even though a Santa Fe County road in front of my house is only 13 feet 6 inches wide, where the buses travel through, the fire department and the like. And County equipment.

We have no problem with the requirement to meter any new water well on the new proposed ¾ acre. The permits that we have for the water wells were issued by the State Engineer and are under his jurisdiction. In addition, we are also subject to the Aamodt federal water rights case requirements. Now, we do have a problem with the requirement to give up our water rights and meter the existing wells. I feel I am being penalized for giving my daughter a piece of land next to our place where she can help us in our later years. We have letters of support from our neighbors, Mr. and Mrs. Fred Vigil to the south, Mr. and Mrs. Joe Sanchez, Mr. and Mrs. Ron Grazell, Mr. and Mrs. Tommy Martinez to the east, and on the west side Ms. Dorothy Garcia. We have no neighbors on the north; the north is bounded by the Nambe River and Highway 502.

CHAIR HOLIAN: Are there any questions for the applicant? Seeing none, this is a public hearing. Is there anyone here from the public that would like to speak about this case? If so please come forward and please be sworn in and state your name for the record.

[Duly sworn, Norma Valdez testified as follows:]

NORMA VALDEZ: My name is Norma Valdez. Madam Chair, members of the Board, good evening. My name is Norma Jean Valdez and I'm the oldest daughter of Robert and Lucy Garcia. I would like to comment briefly about the application before you for a variance submitted by my dad, Robert Garcia, and I respectfully request your favorable consideration.

My dad has a reputation for having the utmost respect for our natural resources. Those who know him know that he takes great care of his properties and by his actions here demonstrated respectful stewardship of the environment. Since I was a little girl I planned on building a home on this property and more so recently as we are all getting older. Before you tonight is an application for a variation to the density code and road access requirements. Along with the CDRC's approval of this request back in June there are five staff recommendation conditions that Mr. Romero spoke of.

Recommendation #1 was the water use restriction to one acre-foot and the metering of the wells. Once this property is divided I have absolutely no objection to metering the well on the ¾-acre piece and reporting water use as required, but forcing my dad and my brother to meter wells that have been on the property since well before the ordinance existed I believe is placing an unnecessary burden and restriction on them, especially when they have already proven conscientiousness and environmental responsibility.

The second recommendation for a plat survey meeting code requirements – upon your approval tonight we will immediately make arrangements for a new survey to be prepared and they will meet all County code requirements.

Recommendation is proof of permits. As Mr. Romero reported, evidence has already been provided to staff.

Recommendation #4, placement of additional dwelling units. The purpose of this request is so that I can build a home on the ¾-acre piece. Once this has occurred there is no intention to place any additional dwellings on the property.

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And finally, recommendation #5, fire department access. Having been in the fire service myself for over 30 years I clearly understand the important of providing access for fire protection and emergency medical services. There are no objections to this recommendation.

Madam Chair, Commission, as you can see we have always been very compliant of all requirements and you have our continued commitment to take great care of our natural resources on this property. I appeal to you tonight to approve the variance request and beg you to accept a modified recommendation #1 to only require metering of the newly drilled well, restricted to one acre-foot per year on the ¾-acre piece and eliminate the condition of metering the existing wells on the 1.46 acre piece. Thank you very much for your time.

CHAIR HOLIAN: Thank you, Ms. Valdez. Is there anyone else wishing to speak on this case? Seeing none, the public hearing is closed. Are there any further questions for staff or the applicant?

COMMISSIONER MAYFIELD: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Mayfield.

COMMISSIONER MAYFIELD: I have a question for Fire please. And I appreciate the applicant and what they brought up about going along with the variance and this goes to Marshal Patty. And this goes again for all the residents. I brought this up on, I guess some of the taxes that we talked about a little earlier. So I'm just bringing it up because it's in front of me tonight. But here we pass these special assessments and we get all these requests from different grant fundings and everything else and we get different capital requests and we [inaudible] all these taxes. But in hearing this, looking at this, we have a County road 16 feet accessing these properties throughout the district I represent. And we ask individuals to now cut in their private driveway to give 20 feet with an extra ten feet on each side.

And I just ask that we take that into consideration. And then I even was looking at the permit here, and I think in this permit we even talk about sprinklering houses as an addition request on this permit also. So am I wrong in reading this permit, that there's also a request to sprinkler the house too?

BUSTER PATTY (Fire Marshal): Madam Chair, Commissioner Mayfield, no, that is a recommendation.

COMMISSIONER MAYFIELD: Okay, so it's just a recommendation.

MARSHAL PATTY: It's a recommendation for sprinklering. We do that in almost all of our letters now. That's due to some of the insurances now. We bring it to their attention that that is a possibility. It's only a recommendation.

COMMISSIONER MAYFIELD: And I understand providing fire protection and that's great. Insurance premiums, I think the Pojoaque Valley now is at an ISO rating 6. Five, six, that's great, without a water system. I think Pojoaque Pueblo has a water system that they kind of share with some of us, anticipating the water system coming in. But a 5 is a great ISO rating. And I think that's for the improvements that we've done in our career departments and our volunteer departments there and with the fire infrastructure we have there.

And again, I guess my point on this is when we have a family that's just trying to help their family members by affording them a piece of property to live on that we put such conditions as having to give up a lot of property, respecting a hammerhead, a

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turnaround, more access. But we're not even providing that infrastructure on our County roads to get these fire trucks there. And that provides a big hardship on a lot of people. I just want to put that out there and I understand it's a public safety issue, but we can't even get the fire truck to their house if we can't get down – a bus cannot even drive – a school bus has trouble driving down this County road.

So that's something I think we need to look at at the Count and re-evaluate at the County. Here we're asking a private resident to give up a big chunk of their property, and they're even conceding to do that, but yet we put all these other restrictions on them. That's not for you, Chief, it's from Land Use that we're asking for all these other restrictions. So I'm just putting that out there. And we do that, and I guess it's under our Code, Chief Sperling, that we have to do that. I don't know if we have to have the talk on a national level on this to understand the uniqueness of maybe not just our county but at least the northem part of our District 1. I'm assuming there's relay trucks. I think there's funding that comes to get us brush trucks to go and fight these fires. There's like a water truck that we can run some relay pumpers that would fight these fires. Am I wrong on that assessment? Don't we go to get funding for these from different agencies for these type of –

MARSHAL PATTY: Madam Chair, Commissioner Mayfield, when it comes to structural firefighting, we don't do structural firefighting with brush trucks.

COMMISSIONER MAYFIELD: Okay.

MARSHAL PATTY: We do have some what they call mini-pumpers, but in order to get those ISO rating that you were talking about we have to have Class A pumpers. They have to meet certain minimum requirements of wheelbase and size of truck and have to haul a minimum of 1,000 gallons on each one of them. The engines themselves, not even counting the tankers. So we do have a lot of requirements that we have to meet to get those ISO ratings down which benefits the whole Pojoaque district when it comes to their insurance ratings.

COMMISSIONER MAYFIELD: So again, we're putting restrictions on this residence to have a 20-foot driveway, when we have a 16-foot road accessing their home.

MARSHAL PATTY: Madam Chair, Commissioner Mayfield, we do have a starting point that we have to work with and with these people, they're the ones making the change on their lot. So we work with them the best that we can. We showed them what the code is. They agreed to try to meet that code or get close to it. The road issues, now that is a County issue that we are dealing with on a daily basis. We work with County roads a lot, trying to – when they're going to rebuild a road. Those are also in a legal non-conforming state, a lot of these roads. When they go to redo the roads we will work with them at that point to try to get them up to standard, which fire standard-wise is a 20-foot wide driving surface, unless it is a hydranted area. If' it's a hydranted road, that standard becomes a 26-foot wide road. So we do work them on trying to improve the roads as we go along.

COMMISSIONER MAYFIELD: Again, thanks for that. I would just hope – Chief, I'll talk to you more in depth about that but we can address that at a state level, a national level, wherever it needs to be addressed. But just understand – I'm sure Santa Fe County has its challenges throughout Santa Fe County, but District 1 or some of the more rural areas have some unique challenges up there and I would hope that we would look at

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the smaller trucks that would hold those 1,000-gallon water tanks that could understand the uniqueness up in that area.

MARSHAL PATTY: Madam Chair, Commissioner Mayfield, we do appreciate your concerns and we do look at this on a case by case basis, and we do everything we can to try to accommodate to the best we can to meet the intent of the code, even in some cases where we can't meet exactly what that is but we can always try to make the situation better than what it is to the point where the applicant is agreeable.

COMMISSIONER MAYFIELD: Fair enough. Commissioners, I'm going to move for approval, but I'm going to ask that we also strike the staff's request of #1, where the water use shall be restricted for one acre-foot on the existing home that has been there for arguably over 100 years. I think that is a pre-basin well on that home. The new home that's on the carve-out for the .75, when they develop that well, whatever restrictions that this Commission is affording on it, I think the applicant has agreed to that, so I would ask that that condition be changed to reflect that, and we leave the existing well as is. The applicant has been amenable to the other restrictions, so with that I would move for approval.

COMMISSIONER ANAYA: Second.

CHAIR HOLIAN: Okay. I have a motion and a second. Any further discussion? Yes, first Commissioner Chavez and then Commissioner Stefanics.

COMMISSIONER CHAVEZ: Thank you, Madam Chair. I respect Commissioner Mayfield's interest in trying to be more accommodating if you will to the applicant but I cannot support the motion. I want to respect staff's recommendation. I respect the family. I appreciate the family transfer. I really do, but the condition that we're placing on this applicant is the same condition that we place on all applicants when they're increasing the density anywhere in the county. And I think that's equitable and the right way to do it.

Commissioner Mayfield, you talk about the burden that we place on people when they want to develop the property that they own. The 20-foot access applied countywide, not only in the district that you represent. So I hear a lot from people in the area that I represent about these requirements and they seem unreasonable, where you had a 16-foot roadway and now you're expected to have a 20-foot roadway. It's a change; it's expensive; it seems like it's a burden. But at the end of the day it's the right thing to do, because we want to be sure that we can provide the emergency equipment to those properties when they're needed. So we cannot always operate under old standards or what used to be. And so I know that that's hard sometimes to accept but for those reasons I'm not going to be able to support the motion or change staff's recommendation when it comes to restriction of water and metering wells in the county. Thank you, Madam Chair.

CHAIR HOLIAN: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Madam Chair. I understand that this family has had something in the past that we're asking them to change, but I'm also concerned about an equitable standard. And if we tell this family they don't have to do water metering, and they don't have to do certain things, then we really are saying that to every future and past case, in my mind. And that's what concerns me a little bit. I think that right now water metering – the water meter and the use of water is self-reporting. We don't have people that go out and look at every water meter and see what's going on. I

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don't even know if we have any staff to read the water meter reports that come in. But it is something we've required of different entities so I have a little concern there.

And I'm going to ask our County Attorney, if we put that as part of this variance will we open ourselves up to any other potential issues?

MR. ROSS: Well, Madam Chair, Commissioner Stefanics, I would say everything we do here is viewed here by other applicants. I don't think it's a direct legal precedent, what we do, because every variance is judged on its own merits, but this is an ordinance requirement that's applied broadly and not just – it's applied to all applicants across the board. And it's a very important requirement too. It's designed to reduce water use countywide, so your observation is that relieving one applicant of this responsibility obviously could affect future cases. Certainly it will create the argument on the part of future applicants that they should benefit from the same results.

COMMISSIONER STEFANICS: So Madam Chair and Steve, I recognize that we're on discussion of – discussion after a motion. Can I still ask the applicant's some questions?

MR. ROSS: Madam Chair, Commissioner Stefanics, of course.

COMMISSIONER STEFANICS: Okay. So I'd like to ask the applicant another question. Thank you for being here this evening and presenting. My question is, if this is only approved with that condition, are you going to not do it? I mean, are you going to not go ahead with the plans?

MR. GARCIA: Well, that ¾-acre, if we're not allowed to give it to my daughter, like I told the CDRC, I just might give it to the gophers, because that land would be worthless. And I would have to really think about what other altemative we have. Because it's pretty hard – you all realize the importance of water and water rights. What staff is proposing is for me to give up my water rights and I am not prepared to do that.

COMMISSIONER STEFANICS: Well, Madam Chair, staff aren't doing it to you arbitrarily. It's in our ordinance. So that's why they're asking you to do it. But my second question is is any of the property used for agricultural purposes?

MR. GARCIA: It has been, but if my daughter is allowed to put a dwelling on that ¾ acre it wouldn't be used for agricultural purposes any longer.

COMMISSIONER STEFANICS: Okay. Thank you very much.

MR. GARCIA: If I may, the right-of-way issue is not an issue, as I said in my statement. Twenty feet is fine. Whatever the fire department codes are, we'll abide by that. Thank you.

CHAIR HOLIAN: Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, Commissioners, the applicant, members of the public, I think that the applicant and the discussion that we're having is relevant and I think that we're in a process now with our code rewrite that we should give consideration to the issue being brought forward. If an individual is managing their water within the parameters of the permit that they received, and they wanted to provide a family transfer for their family, that that in itself shouldn't trigger momentum to remove something that was already in place. I think where there may be some room for discussion is relative to the metering. If there's a certain amount of water than can be taken from a parcel, whatever that amount is, you have to figure out a way to calculate how much is being pulled from that entire property.

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I think that the County has made a decision in the past in the code associated with taking water rights away from individuals if they're receiving a family split or family transfer, but I do think it warrants more discussion in the new code and I do think that it involves the State Engineer's Office as well that regulates water in the first place. So those are my comments. Thank you, Madam Chair.

CHAIR HOLIAN: Thank you, Commissioner. Actually, Steve, I have a question for you, because I did live out in the Pojoaque area and my husband and I had a well of course, and we had the right to use three acre-feet. But my understanding was is that we did not have three acre-feet of water rights. We just had the right to be able to use that amount of water. Correct?

MR. ROSS: Madam Chair, correct. It's a license; it's not a water right.

CHAIR HOLIAN: Yes. Commissioner Stefanics and then Commissioner Mayfield.

COMMISSIONER STEFANICS: Thank you, Madam Chair. Mike Romero, could I ask you some questions? So why could the water meter not be shared by both lots, if we approve this? There are shared wells and shared water meters other places?

MR. ROMERO: Madam Chair, Commissioner Stefanics, I think the situation in this case is the fact that there are two different wells on the property that are being accessed by the one lot itself right now. From my understanding they are not shared. There's two wells, two residences on the property, and from my understanding, obviously the wells are monitored for the parcel itself, not just for residential use but for the lot itself. Why couldn't it be shared? That may be a question maybe for Legal. I don't want to give you an incorrect answer or an answer that doesn't make sense so I'm going to refer to some assistance on this question.

COMMISSIONER STEFANICS: Okay, so Penny, or Vicki, could you shed some light on this?

PENNY ELLIS-GREEN (Land Use Administrator): Madam Chair, Commissioners, I think we could allow them to put one meter and share one single meter.

COMMISSIONER STEFANICS: Okay, so the other question I would have and this would be for Mike, Vicki, Penny – whoever wants to answer it. Can you identify a recent case where we asked an entity to decrease their current ability for water use?

MS. ELLIS-GREEN: Madam Chair, Commissioners, every plat that comes into the Land Use Department, if they don't have existing water restricting covenants have to sign water restriction covenants. In other areas of the county it's a quarter acre-foot. So you could have one area that's a 40-acre tract with a quarter acre-foot water restriction. This is only one acre-foot because it's in a traditional community. So we see virtually every plat that comes through our office sign water restriction covenants.

COMMISSIONER STEFANICS: Okay, so take that question a step further. Have we recently requested this of a property in a traditional community? I know that we've requested the quarter acre-foot in may properties, but have we done this to other people who have had the same concerns as this applicant?

MS. ELLIS-GREEN: Madam Chair, Commissioners, I'm told that John and Virginia Kraul, who came in front of this Commission about four or five months ago

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had the same condition imposed. That's a case that came in front of this Commission but again, a plat that met our lot sizes that didn't need a variance for that would still have the one acre-foot restriction imposed at the platting stage when they came into Land Use but because they met the lot size they wouldn't have been in front of the Board.

COMMISSIONER STEFANICS: Thank you very much.

CHAIR HOLIAN: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, I think that the comments being made by Commissioner Chavez and Commissioner Stefanics are very relevant as far as decisions that are in place or a part of the code, but I think that the fact that the applicant is bringing it up and that we're continuing to have this dialogue raises the question that just because we've done something in the past doesn't meet that what we did was the right thing to do. And I think that's the question that we're raising and the applicant is raising. I myself have benefited from a family transfer that I had to lose water rights on. I was able to achieve a lot but is that necessarily right and appropriate. I think that's the question that the applicant raises and I think that he has some good points.

CHAIR HOLIAN: Commissioner Mayfield.

COMMISSIONER MAYFIELD: Madam Chair, you asked the Attorney a question. I think it's a relevant question. Right now, if you go to the State Engineer there's certain areas in the county where you can apply for a license and get a license for up to three acre-feet. But Steve, in the Aamodt area, a post-Aamodt well, is it a license for three acre-feet or do you have a water right for three acre-feet?

MR. ROSS: Madam Chair, Commissioner Mayfield, any 72-12 well is a license.

COMMISSIONER MAYFIELD: So even post – what is it a post 62 or a post 52 well?

MR. ROSS: Those are regulatory touchstones.

COMMISSIONER MAYFIELD: What's a regulatory touchstone, Steve Ross? What does that mean?

MR. ROSS: It means that different circumstances occur at different times. Different regulations were imposed on wells during certain times, and so when you talk about a break point at 83, that means new rules came into effect in 83 that changed the amount of water you could draw from a domestic well. So people think in terms of post-moratorium well, pre-moratorium wells, but those are just shorthand for the restrictions applicable to wells drilled during that period.

COMMISSIONER MAYFIELD: Madam Chair, let me ask my question for the Attorney again. A well on a home that's over 100 years old, Steve, would that have a water right of three acre-feet or would that have a license of three acre-feet?

MR. ROSS: Madam Chair, Commissioner Mayfield, more likely that would have a water right associated with it but you'd have to look at the [inaudible] file.

COMMISSIONER MAYFIELD: Commissioners, that's my thoughts on this, we could potentially be taking away somebody's water right of three acre-feet on this well. It's a little different than the license, Commissioner Holian. That was just my point on this one. So I think it is a little different. And I'll just bring up a different issue, but I think it's semi-related. I asked this Commission – I was fortunate enough to receive their support on the northwest well that we were talking about. Here we have all these folks in the Tano Ridge area who have a moratorium to have a .25 acre-foot well drilled,

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but then when the City of Santa Fe wants to file an application with the State Engineer to drill a 1,400 acre-foot well, and then they change it to 900 acre-feet, on the other side of the line, the County at that time for whatever reason doesn't file any protest on that.

So to me it just looks like the reason we have these well restrictions in place is to control density. And maybe that's why we have it. I understand our needs for water control, but again, I think we need to look at some of these Aamodt issues up north, if we could potentially be taking somebody's water right way. And I think it's a little different than a license, respecting that some folks get a well permit that's a license to use. But there are some folks that have well rights that are established if they're pre – and I think it's 62 well.

So with that, Commissioners, I appreciate the dialogue.

CHAIR HOLIAN: Okay. Thank you, Commissioner Mayfield. I have to add that I support the variance and I think it's wonderful that you are providing for your daughter with a lot for her use for her home, but I cannot support the variance without the staff condition for the water use restriction. I think it's really an issue of fairness. Because to my knowledge all other cases that I know of that have come before us with these restrictions have been passed with these restrictions. And it seems to me that all residents of the Pojoaque Valley should be treated equally. It really is a matter of fairness. So with that, if there's no further discussion – Commissioner Stefanics?

COMMISSIONER STEFANICS: No.

CHAIR HOLIAN: So we have a motion on the floor and a second to approve CDRC Case V 13-5140, Robert Garcia Variance.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HOLIAN: Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, just a process question. We could still entertain a motion after if this motion wouldn't pass? Thank you, Madam Chair.

CHAIR HOLIAN: Okay. With staff conditions but with the modifications to the staff conditions proposed by Commissioner Mayfield.

The motion passed by failed by 2-3 voice vote with Commissioners Anaya and Mayfield voting in the affirmative.

COMMISSIONER STEFANICS: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Stefanics.

COMMISSIONER STEFANICS: I would move to approve the variance with all the staff conditions.

COMMISSIONER CHAVEZ: Second.

CHAIR HOLIAN: I have a motion to approve the variance with all the staff conditions.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HOLIAN: Commissioner Anaya.

COMMISSIONER ANAYA: Discussion. Just a comment and a question for our counsel. I believe Commissioner Mayfield brings up a good point relative to the clarification relative to the license as opposed to water right, and I would ask that we pose that question to the State Engineer directly and to their counsel as to does the

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County have legal authority, Steve, to remove a right if it's a water right, as opposed to a license? Do we have that authority?

MR. ROSS: Well, Madam Chair, Commissioner Anaya, we're not affecting a water right. Let's assume they have a water right and it's not a license. It's not a 72-12 well, but from what I've heard tonight I think it is. But let's assume it is a water right, it's a three acre-foot right. All the County ordinance does, it says you cannot use more than one acre-foot on this property. It doesn't affect the underlying right. So the right could be transferred to another piece of property, it could be sold to somebody, what have you. Used on some other piece of property, leased to somebody. The County's not opposing a right, a restriction directly on the property right that consists of the water right.

COMMISSIONER ANAYA: Thank you, Madam Chair.

COMMISSIONER MAYFIELD: Madam Chair,

CHAIR HOLIAN: Yes, Commissioner Mayfield.

COMMISSIONER MAYFIELD: So in line with Commissioner Stefanics' motion, staff did ask to remove #3, correct?

CHAIR HOLIAN: Correct. Number 3 was not entered into the record.

COMMISSIONER MAYFIELD: Thank you.

CHAIR HOLIAN: Okay. A motion and a second.

The motion passed by unanimous [5-0] voice vote.

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: Santa Fe County Board of County Commissioners

From: Teresa C. Martinez, Finance Division Director

Via: Katherine Miller, County Manager

Date: September 10, 2013

Re: **Request Authorization Of The Use Of District 1 Capital Funds, Per Capital Outlay Policy, Allocating $14,000 For Engineering Services At The Intersection At County Road 84/84J. (Finance/Teresa Martinez)**

BACKGROUND

The Board of County Commissioners previously reviewed and approved the Capital Improvement Plan. The Plan allocated $200,000 to each commission district to be used for capital projects within each respective district.

ISSUE

In FY 2014, the funds were directly budgeted into a unique cost center for each commission district. The budget established includes the annual allocation of $200,000 and the carryover of any unspent funds from the previous fiscal year. The Finance Division will continue to maintain a separate spreadsheet that details each capital project by commission district.

SUMMARY

The Public Works Department is requesting funding engineering services for the intersections of County Road 84/Court Road 84J in the northern Santa Fe County communities of Pojoaque and Jacona, New Mexico. The objective of the services is to identify design recommendations to mitigate operational deficiencies and issues at these two intersections. The Finance Division requests BCC authorization of the use of district 1 capital funds in the amount of $14,000 for engineering services for the intersections of County Road 84/County Road 84J in northern Santa Fe County.

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: Santa Fe County Board of County Commissioners

From: Teresa C. Martinez, Finance Division Director

Via: Katherine Miller, County Manager

Date: September 10, 2013

Re: **Request Authorization Of The Use Of District 1 Capital Funds, Per Capital Outlay Policy, Allocating $35,000 Each For Playground Equipment At The Cundiyo Community Center And El Rancho Community Centers For A Total Of $70,000. (Finance/Teresa Martinez)**

BACKGROUND

The Board of County Commissioners previously reviewed and approved the Capital Improvement Plan. The Plan allocated $200,000 to each commission district to be used for capital projects within each respective district.

ISSUE

In FY 2014, the funds were directly budgeted into a unique cost center for each commission district. The budget established includes the annual allocation of $200,000 and the carryover of any unspent funds from the previous fiscal year. The Finance Division will continue to maintain a separate spreadsheet that details each capital project by commission district.

SUMMARY

The Public Works Department is requesting funding for playground equipment to be purchased and installed at the Cundiyo and El Rancho community centers. Each community center will be allocated $35,000 for this project. The Finance Division requests BCC authorization of the use of District 1 capital funds in the amount of $70,000 for the above described purpose.

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: September 10, 2013

RE: ***BCC Written Order Setting the Tax Rates on the Net Taxable Value of Property***

ISSUE

The Finance Division is requesting that the Board of County Commissioners (BCC) issue a written order setting the Santa Fe County property tax rates on the net taxable value allocated to the appropriate governmental units for the 2013 Tax Year.

BACKGROUND

Pursuant to Section 7-38-33 NMSA 1978, each year the Secretary of the Department of Finance and Administration (DFA) issues a written order to set the property tax rates for all governmental units which share in the tax. DFA must issue this order on or before September 1 of each year. This year September 1 falls on a Sunday thus DFA will its order for the 2013 Tax Year on the next business day which is September 3, 2013.

Section 7-38-34 NMSA 1978 requires that *"Within five days of receipt of the property tax rate-setting order from the department of finance and administration, each board of county commissioners shall issue its written order imposing the tax at the rates set on the net taxable value of property allocated to the appropriate governmental units..."* These imposed rates are then to be used to bill property owners for the coming tax year which runs from November 1, 2013 to October 31, 2014.

The September 10, 2013 BCC meeting falls on the fifth business day (the statutory deadline) following the scheduled issuance of the property tax rate order by DFA, thus the rates will be brought forward for the BCC to issue its written order setting the property tax rates for the Tax Year beginning November 1, 2013.

ACTION REQUESTED

The Finance Division respectfully requests that the BCC issue a written order setting the property tax rates for the tax year 2013 pursuant to Section 7-38-34 NMSA 1978.

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

SANTA FE COUNTY SHERIFF'S OFFICE

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: **August 13, 2013**

BCC Meeting: September 10, 2013

Request Approval for a waiver from Section I of Ordinance No. 2012-5 to purchase twenty-one (21) police pursuit Ford Interceptor Sedans in the amount of $488,019.00 utilizing the State of New Mexico Purchasing Agreement and Authorizing the County Manger to sign and execute this purchase order.

Background:

The Sheriff's Office was given budget funding from the County capital package to purchase police pursuit vehicles during Fiscal Year 2014. Sheriff's Office would like to purchase twenty-one (21) Ford Interceptor Sedans, in the amount of $488,019.00, from Don Chalmers Ford utilizing the State of New Mexico Purchasing Agreement.

Action Requested:

The Sheriff's Office requests a waiver from section of Ordinance No. 2012-5 to purchase twenty-one (21) police pursuit Ford Interceptor Sedans, in the amount of $488,019.00, utilizing the State of New Mexico Purchasing Agreement and Authorizing the County Manger to sign and execute this request.

PURCHASE REQUISITION NBR: 0000141554

STATUS: NEEDS ADDITIONAL INFO
REASON: LEOF/CAPITAL PURCHASE - VEHICLES

REQUISITION BY: DMLOVATO

DATE: 8/07/13

SHIP TO LOCATION: COUNTY SHERIFF'S OFFICE

SUGGESTED VENDOR: 13248 DON CHALMERS FORD - RIO RANCHO

DELIVER BY DATE: 6/30/14

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REQUESTOR: UNDERSHERIFF RON MADRID NEW VEHICLES FOR SHERIFF'S OFFICE 2014 FORD INTERCEPTOR SEDAN FRONT WHEEL DRIVE POLICE PURSUIT RATED QTY (21) @ $21,829.00 EACH = $458,409.00 COMMODITY: SUBCOMMOD: MISC	458409.00	EA	1.0000	458409.00	
2	TWO TONE VINYL WRAPS #1 OPTION I ON STATE CONTRACT QTY (21) @ $820.00 EACH = $17,220.00 COMMODITY: SUBCOMMOD: MISC	17220.00	EA	1.0000	17220.00	
3	REVERSE SENSING SYSTEM OPTION CC ON STATE CONTRACT QTY (21) @ $295.00 EACH = $6,195.00 COMMODITY: SUBCOMMOD: MISC	6195.00	EA	1.0000	6195.00	
4	SYNC SYSTEM MUST ORDER BLIND SPOT AND REVERSE SENSING SYSTEM OPTION EE ON STATE CONTRACT QTY (21) @ $295.00 EACH = $6,195.00 ****** SPA# 20-000-00-00026 (AMEND#2) EXPIRES DECEMBER 26, 2013 ****** CAPITAL PURCHASE - VEHICLES 246-1201-424.80-09 (E-Y) COMMODITY: SUBCOMMOD: MISC	6195.00	EA	1.0000	6195.00	

REQUISITION TOTAL: 488019.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT

REQUISITION IS IN THE CURRENT FISCAL YEAR.

8-7-13

SHIPPED AUG - 9 2013
MARIA S

REQUEST FOR PURCHASE / VEHICLE MAINTENANCE

Request Date 8/5/2013

REQUESTOR/FOR Lisa Dofflemyer (Print Name) — 8-5-13 (Signature) / Date

Supervisor Approval: Diego E. Lucero (Print Name) — Diego E. Lucero 08-05-13 (Signature) / Date

VEHICLE MAINTENANCE REQUEST: ☐ **3,000 mile preventative maintenance ONLY**

Unit#: Lic#: Make: Model: Year:

Repair(s)/Maintenance Required:

RECEIVED AUG - 6 2013 BY: DMF

UNIFORM REQUEST: Vendor's Name

	Item(s) Requesting	Quantity	Price
1			
2			
3			
4			
5			
6			
		TOTAL REQUEST	$

SEDAN

REQUESTOR: _____ Signature / Date

GENERAL/SERVICE PURCHASING: (i.e.; office supplies, services, equipment, etc.)

Vendor's Name Don Chalmers Ford

	Item(s) Requesting	Quantity	Price
1	Purchase 2014 Ford Interceptor Sedan (21)		$488,019.00
2	Base $21,829.00 x 21 = $458,409.00		
3	Vinyl Wrap $820.00 x 21 = $17,220.00		
4	Sync System $295.00 x 21 = $6,195.00		
5	Reverse Sensing System $295.00 x 21 = $ 6,195....		
6			
		TOTAL REQUEST	**$ 488,019.00**

(Internal Office Control for the SHERIFF'S OFFICE)

REVIEWED BY: 8/5/13

(Approved/Date) (Disapproved/Date)

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor 3 Vendors Telephone No. _____

Price Agreement Number: 20-000-00-00026

Price Agreement Amendment No.: Two

Term: December 27, 2011-December 26, 2013

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
Invoice: As Requested

Procurement Specialist: Sandra Lujan

Telephone No.: (505) 827-0242

Title: **Automotive Vehicle, Police Pursuit**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Vendor (AB) add the following 3 options to item #3.
SS) ABQ UP-FIT (add) $ 17,500.00
TT) LC UP-FIT (add) $ 11,000.00
UU) RR UP-FIT (add) $ 10,500.00

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Sandra K. Sandy - for
New Mexico State Purchasing Agent

Date: 11/30/2012

sl

Awarded Vendors:

(AA)
0000051541
Don Chalmers Ford
2500 Rio Rancho Blvd.
Rio Rancho, NM 87124
505-890-2159

Delivery: Santa Fe

(AB)
0000047770
Melloy Dodge
9621 Coors NW
Albuquerque, NM 87114
505-922-2559

Delivery: As needed

(AC)
0000049313
Reliable Chevrolet
9901 Coors Rd. NW
Albuquerque, NM 87114
505-338-5870

Delivery: Approx. 60 days ARO

Item	Approx. Qty.	Unit	Article and Description	Unit Price
004	100	Each	Vehicle, Four Door Sedan, Front Wheel Drive (Police Pursuit Rated)	

	(AA)	(AC)
Base Cost, Per Unit, FOB Dealer's Place of Business	$21,829.00	$20,937.00
Added Cost, Per Unit, FOB Santa Fe, New Mexico	$21,829.00	$20,937.00
Model:	Interceptor FWD	Impala
Make:	Ford	Chevrolet
Engine:	3.5 v6	3.6 liter
Mpg:	18 city 28 hwy	18 city 30 hwy
Vendor to indicate final order acceptance date:	August	4/30/2012

Final order acceptance date may be a consideration in determining award.

Minimum Specifications:

Wheel Base: not less than one hundred five (105.0) inches.
Alternator: minimum 120 amp (mounted above the engine).
Battery: 12 volt, heavy duty, 720 cold cranking amp minimum.
Brakes: fade resistant brakes. Front brakes must be disc type. Heavy duty police, brakes must be anti-lock (abs). Warning light in dash shall indicate when parking brake is engaged.
Engine: engine offered shall be a v-6 design. Engine must be a minimum of 220 (hp) horsepower. Engine must be flex fuel or E-85.
Air Conditioning:
A. Vehicle shall be factory equipped with an air conditioning unit capable of cooling the passenger compartment while not taxing the engine cooling system.
B. SUV – vehicles shall be factory equipped with a front and rear air conditioning unit.
C. Integrated with the heater/defroster unit.
Shock Absorbers: heavy duty double action type, front and rear, valves to give the vehicle maximum road ability when operating over rough roads and during cornering at high speeds.
Lights: dome light wiring to front door switches shall be rendered inactive (dark car feature).
Wheels:
A. To be sixteen (16) inches in diameter.
B. Rim to be of heavier gauge metal than used in standard production.
C. Hub cover shall be designed to remain tightly attached to the wheel during high speed police pursuit service.
Armrests: armrest door closure devices shall be provided on all doors.
Coat Hooks: one (1) on each side of the rear seat compartment.
Seats: front bucket seats – shall be manufacturer's police vehicle bucket seats, with space between seats for equipment, rear vinyl seat. (cloth front, vinyl rear)

Item 001 Continued
Options:

		Unit Price
A) 18" Full Wheel Covers	(Add)	$60.00
B) Blind Spot Information System – (Must Order With Option #AA)	(Add)	$475.00
C) Two Tone Special Paint, (May Effect Delivery Time)	(Add)	$1,200.00
D) Standard Factory Single Tone Paint	(Deduct)	$0.00
E) Balistic Door Panel – Driver & Passenger	(Add)	$3,095.00
F) Balistic Door Panel – Driver Only	(Add)	$1,550.00
G) Front Wheel Drive / 3.5 L V-6 Engine	(Deduct)	$2,500.00
H) All Wheel Drive / 3. 5 L V-6 Engine	(Deduct)	$2,000.00
I) Two Tone Vinyl Wraps #1	(Add)	$820.00
J) Two Tone Vinyl Wraps #2	(Add)	$820.00
K) Two Tone Vinyl Wraps #3	(Add)	$685.00
L) Vinyl Word Wrap – (Police)	(Add)	$775.00
M) Cloth Rear Seat	(Add)	$60.00
N) Daytime Running Lamps	(Add)	$50.00
O) Street Appearance Package	(Add)	N/C
P) Locking Gas Cap	(Add)	$20.00
Q) Engine Block Heater	(Add)	$35.00
R) Interior Upgrade Package	(Add)	$125.00
S) Fleet Keyed Alike	(Add)	$50.00
T) Spotlight	(Deduct)	$100.00
U) Spotlights – Passenger And Drivers Side	(Add)	$210.00
V) Trunk Storage Vault	(Add)	$120.00
W) Rear Console Plate	(Add)	$35.00
X) Window Tint - Side And Rear	(Add)	$189.00
Y) Pre-Wiring For Grille Lamp, Siren And Speaker	(Add)	$50.00
Z) Rear Door Handles / Locks Inoperable	(Add)	$35.00
AA) Rear View Camera (Must Order With Option #B)	(Add)	$240.00
BB) Remote Key Without Key Pad	(Add)	$255.00
CC) Reverse Sensing System	(Add)	$295.00
DD) Spotlight (Led Upgrade)	(Add)	$340.00

Item 001 Continued
Options:

		Unit Price
EE) Sync System Must Order Blind Spot And Reverse Sensing System	(Add)	**$295.00**
FF) Electronics Tray (Without Fan)	(Add)	**$240.00**
GG) Police Prep Package Option #1	(Add)	**$895.00**
HH) Police Prep Package Option #2	(Add)	**$415.00**
II) Police Prep Package Option #3	(Add)	**$475.00**
JJ) Police Prep Package Option #4	(Add)	**$715.00**
KK) Police Prep Package Option #5	(Add)	**$1,605.00**
LL) Police Prep Package Option #6	(Add)	**$3,570.00**
MM) Trunk Circulation Fan	(Add)	**$60.00**
NN) Noise Suppression (Ground Straps)	(Add)	**$95.00**
OO) Perimeter Anti-Theft Alarm – Requires Remote Keyless Entry (Bb)	(Add)	**$120.00**
PP) Police Anti-Theft Shift Lock Device Installed	(Add)	**$195.00**
QQ) Police Anti-Theft Shift Lock Device In Trunk	(Add)	**$125.00**
RR) Remappable Steering Wheel Switches – (N/A With Sync)	(Add)	**$150.00**
SS) Remappable Steering Wheel Switches – (With Voice, Requires Sync)	(Add)	**$150.00**
TT) Labor Rate Per Hour	($ Per Hour)	**$75.00**
UU) Extra Key Each	(Add)	**$150.00**
New Mexico State Police wrap	(Add)	**$550.00**

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Hollan
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *September 10, 2013*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager* BT

VIA: *Katherine Miller, County Manager* KM
Pablo Sedillo III, Public Safety Director

ITEM AND ISSUE: *BCC Meeting September 10, 2013*

REQUEST APPROVAL OF AMENDMENT 2 TO AGREEMENT #2011-0270-CORR/MS PHARMACEUTICAL SERVICES AND SUPPLIES WITH DIAMOND PHARMACY SERVICES IN THE AMOUNT OF $500,000.00, EXCLUSIVE OF GRT (PURCHASING/BILL TAYLOR)

Issue:

The Corrections Department requests approval of Amendment No. 2 to Agreement # #2011-0270-CORR/MS Pharmaceutical Services and Supplies to extend the term and increase for services in the amount of an additional $220,000. This amendment will allow for continued pharmaceutical services for the Adult Detention Facility and the Youth Detention Program from August 2013 through August 2014.

Background:

Pursuant to 13-1-112 NMSA 1978, Purchasing Division processed a Request for Proposal (RFP) #2011-0270-CORR/MS Pharmaceutical Services and Supplies. Diamond Pharmacy Services is a licensed pharmaceutical company who dispenses prescription medication, controlled substances, intravenous fluids, and generic medications for the inmates and residents of the Santa Fe County Correction facilities.

Action Requested:

The Corrections Department requests authorization for Amendment 2 Agreement #2011-0270-CORR/MS with Diamond Pharmacy Services for a total amount of $500,000.00.

SANTA FE COUNTY
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DIAMOND PHARMACY SERVICES
TO PROVIDE PHARMACEUTICAL SERVICES AND SUPPLIES

THIS AMENDMENT is made and entered into on this ___ day of _____, 2013 by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **DIAMOND PHARMACY SERVICES,** 645 Kolter Drive, Indiana, PA 15707-3570 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to RFP No. 2011-0270-CORR/MS, on August 31, 2011 Santa Fe County entered into a Professional Services Agreement with Contractor to provide quality and professional pharmaceutical service and supplies to inmates of the County Corrections Department;

WHEREAS, pursuant to Article 15 (Amendment) of the Agreement, the parties may amend the Agreement by an instrument in writing signed by the parties;

WHEREAS, pursuant to Article 3 (Term) of the Agreement, the term of the Agreement is one (1) year subject to renewal by the County in one-year increments;

WHEREAS, by Amendment No. 1 the term was extended one (1) year and the compensation was increased by $40,000 for a total contract sum of $280,000;

WHEREAS, the term of Agreement No. 2011-0270-CORR/MS, as amended, is due to expire August 31, 2013 and the County requires continued pharmaceutical services due to an increase in the inmate population;

WHEREAS, by this Amendment No. 2 the County wishes to exercise its option to extend the term of the Agreement for one (1) year and increase the compensation to be paid to the Contractor by $220,000; and

WHEREAS, by this Amendment No. 2 the term will be extended one (1) year and the compensation increased by $220,000 for a total contract sum of $500,000.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. In Article 2 (Compensation), delete the reference to "Two Hundred Eighty Thousand Dollars and No Cents ($280,000.00)" and replace with "Five Hundred Thousand Dollars and No Cents ($500,000.00)."

2. In Article 3 (Term), insert a new provision 3.2 to read as follows:

   3.2 By Amendment No. 2, the term of this Agreement is extended for one (1) year

beginning August 31, 2013 through August 31, 2014, subject to extension as stated above.

4. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Kathleen S. Holian, Chair
Santa Fe County Board of County Commissioners

Date

Attest:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

Stephen C. Ross
Santa Fe County Attorney

July 22, 2013
Date

Finance Department Approval:

Teresa C. Martinez, Director

7/26/2013
Date

CONTRACTOR:

(Signature)

8/14/2013
Date

By: Mark J. Zilmer, Chief Operating Officer
(Name and title)

FEDERAL TAX I.D. NUMBER: 25-1378278

PROFESSIONAL SERVICES AGREEMENT WITH DIAMOND PHARMACY SERVICES TO PROVIDE PHARMACEUTICAL SERVICES AND SUPPLIES

THIS AGREEMENT is made and entered into on this 31st day of August, 2011, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **DIAMOND PHARMACY SERVICES** (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County Corrections Department is committed to providing quality and professional services to its prisoners and employees and seeks to improve public safety by management of both male and female prisoners by providing medical care and opportunities for correctional rehabilitation within a supervised and secure setting, while assuring the safety of the public, the staff and the prisoners; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2011-0270-CORR/MS for these services; and

WHEREAS, the Contractor is a licensed and accredited institutional pharmaceutical supply and services organization as required by the RFP that can provide cost-effective services custom made for the Santa Fe County Corrections Department; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

A. The Contractor shall provide the following services for the Santa Fe County Adult Detention Facility located at 4312 State Highway 14, Santa Fe, New Mexico 87508 and the Santa Fe County Youth Development Program located at 4250 Airport Road, Santa Fe, New Mexico 87507 (hereinafter referred to as the "County Correction Facilities"):

1) Fill and Deliver Prescriptions. The Contractor will fill all medications daily, Monday through Saturday. All orders faxed to the Contractor by 2:00 PM (Mountain Time) Monday through Friday will be filled and delivered the next day. All orders faxed before 10:00 AM (Mountain Time) on Saturday will be filled and delivered on Monday. Therefore, delivery will be available six (6) days per week to the County Correction Facilities.

2) Holidays. The Contractor will be closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. The Contractor will provide

written notice to the County seven (7) days in advance of any changes in the schedule for ordering or delivery due to these holidays.

3) Emergency Service. The Contractor will contract with a local pharmacy to provide emergency medications that cannot be received by the normal delivery process and will pay the pharmacy monthly. The cost of the emergency pharmacy bill will be added to the monthly statement of drug costs. The Contractor will bill the County the same amount as billed by the local pharmacy.

4) Dispensing System. The Contractor will dispense most medications utilizing a "blister card" medication packaging system. The Contractor shall dispense oral tablets and capsule medications in quantities requested by the County depending on the frequency of the dosing and the needs of the County Correction Facilities.

5) Controlled Substances. The Contractor agrees to provide all prescribed controlled substances in blister cards of 30 doses for easy accountability and shall dispose of unused controlled substances, at no expense to the County, according to applicable State and Federal regulations.

6) Intravenous Fluids. The Contractor will provide all requested intravenous solutions and related administration sets using the Add-Vantage® Drug Delivery System where available.

7) Drug Box. The Contractor shall maintain a drug box located at each County Correction Facility. Items in each drug box will be determined in consultation with the Health Services Administrator and the Medical Director.

8) Generic Medications. The Contractor shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.

9) The Contractor shall provide (loan) a fax machine at each County Correction Facility for the transmission of physician's orders to the pharmacy. The Contractor shall make available an "800" number to each County Correction Facility for toll-free fax and telephone communications.

10) Reports. The Contractor will provide the County with monthly reports on pharmaceutical usage. The County will work with the Contractor to develop an acceptable format for these reports.

11) Medication Administration Records (MARs). The Contractor will provide the County with computer generated Medication Administration Records (MARs) delivered no later than seven (7) days before the following month for all inmates who have prescribed medications.

12) The Contractor shall provide warrants showing current compliance with all state, federal, and local pharmaceutical licensing requirements that this licensing compliance shall continue in full force and effect during the term of this Agreement.

13) Maintenance medications are dispensed will be in a routine thirty (30) day supply. When the County requires a lower routine days supply, a higher rate may be negotiated.

14) Credit is issued on full or partial blister cards at 100% of the AAC. Credit is issued on returned, non-controlled tablets or capsules remaining in the original 30 dose blister card which contained a single dose per bubble, provided they are returned prior to three (3) months of expiration, not originally labeled as keep on person (KOP), have not released to the inmate population and are permitted for return by the State Board of Pharmacy and the Federal Drug Agency (FDA). Control medications and open partial stock medications cannot be credited per federal regulations. Credits are issued on medications that Contractor currently stocks and can be redistributed to other clients for administration prior to expiration. Credits are issued on medications based upon the professional judgment of a Contractor and current market value of the medication. Upon termination of this agreement, credit will be applied to medications returned to Contractor within thirty (30) days of the termination date.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1) The County shall pay in full to the Contractor invoice acquisition costs plus a dispensing fee of **Three Dollars and Thirty-Eight Cents ($3.38)** for each County medical order satisfactorily dispensed and delivered by the Contractor. The total amount payable to the Contractor under this Agreement, shall not exceed **Two Hundred Forty Thousand Dollars and No Cents ($240,000.00)**, per year, inclusive of New Mexico Gross Receipts Tax. Any tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

2) Compounded IV medications, specialized vaccines, chemotherapy, blood products, special compounds, dropped shipped items and certain specialty items, etc. are billed at Average Wholesale Price (AWP) plus $4.00 per piece.

3) County will notify Contractor if and when County has paid Contractor the full not-to-exceed amount stated in subparagraph 2 above prior to the expiration of the term of this Agreement. Absent an approved amendment to the not-to-exceed amount, Contractor will not be compensated in excess of the not-to-exceed amount stated above for services performed during the initial term of this Agreement.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 "TERMINATION" or Section 6 "APPROPRIATIONS AND AUTHORIZATIONS". The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County Board of County Commissioners. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement 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, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County 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 Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any

such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

No modification or amendment to this Agreement that changes the term or compensation shall be valid and binding unless approved by the Santa Fe County Board of County Commissioners.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Diamond Pharmacy Services
Attn: Mark J. Zilner R.Ph
645 Kolter Drive
Indiana, PA 15701-3570

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed by the New Mexico Board of Pharmacy to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

D. Contractor is in compliance with the National Commission on Corrective Health Care (NCCHC), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Drug

Enforcement Agency (DEA), and the Health Insurance Portability and Accountability Act (HIPAA) and shall maintain such compliance throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION, INVOICING, AND SET-OFF," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Professional Liability. The Contractor shall carry professional liability (errors and omissions) insurance, with policy limits of not less than $1,000,000.00.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

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

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints, Corporate Services Company, a New Mexico resident company located at, 125 Lincoln, Suite 223, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller

Katherine Miller
Santa Fe County Manager

8-31-11
Date

Approved as to Form:

Stephen C. Ross
Santa Fe County Attorney

August 12, 2011
Date

Finance Department Approval:

Teresa Martinez
Santa Fe County Finance Director

8/22/2011
Date

CONTRACTOR:

(Signature)

Date

By:_____
(Print Name)

Its:_____
(Print Title)

FEDERAL TAX I.D. NUMBER

_____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Section 13-1-191.1 NMSA 1978, any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ Signature

_____ Date

_____ Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

June 8, 2011
Date

Director of Operations
Title (position)

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Abilify 10mg Tablet	120	$11.6042	$1,392.50
Abilify 15mg Tablet	135	$11.6041	$1,566.56
Abilify 20mg Tablet	165	$23.2083	$3,829.37
Abilify 5mg Tablet	270	$8.2057	$2,215.53
Acarbose 25mg Tablet	398	$0.4229	$167.47
Acetaminophen 325mg Tab	4,060	$0.0045	$18.27
Acetaminophen 500mg Cplt	3,120	$0.0076	$23.71
Aciphex 20mg Tab	30	$6.2773	$188.32
Actoplus 15/500mg Tab	60	$3.7240	$223.44
Actos 15mg Tablet	70	$4.9013	$343.09
Actos 30mg Tablet	120	$7.4907	$898.88
Acyclovir 200mg Capsule	60	$0.0378	$2.27
Acyclovir 400mg tab (30)	90	$0.1204	$10.84
Acyclovir 400mg Tablet	210	$0.1204	$25.28
Advair 100/50mcg Diskus	360	$2.7575	$992.70
Advair 250/50mcg Diskus	240	$3.4262	$822.29
Albuterol Inh Sol UD	1,065	$0.0441	$46.97
Allopurinol 100mg Tab-3	30	$0.0203	$0.61
Allopurinol 300mg Tablet	210	$0.0576	$12.10
Amantadine 100mg Capsule	30	$0.1727	$5.18
Amiodarone 200mg Tab (30)	60	$0.1062	$6.37
Amiodarone 200mg Tablet	150	$0.1062	$15.93
Amitriptyline 100mg Tab	390	$0.0389	$15.17
Amitriptyline 25mg Tab	90	$0.0126	$1.13
Amitriptyline 25mg Tab-	300	$0.0125	$3.75
Amitriptyline 50mg Tab	9,300	$0.0150	$139.50
Amitriptyline 75mg Tab	45	$0.0336	$1.51
Amlodipine 10mg Tablet	630	$0.1107	$69.74
Amlodipine 2.5mg Tablet	90	$0.0766	$6.89
amLODIPine 5mg Tablet	360	$0.0802	$28.87
Amox/Clav 875mg Tablet	1,058	$0.7637	$807.99
Amox/Clav-500mg	270	$0.7350	$198.45
Amoxapine 100mg Tablet	120	$0.5694	$68.33
Amoxapine 25mg Tablet	90	$0.2107	$18.96
Amoxapine 50mg Tablet	90	$0.3067	$27.60
Amoxicillin 500mg Cap	4,000	$0.1009	$403.60
Amoxicillin 500mg Capsule	232	$0.1009	$23.41
Analpram-HC 1% Cream	150	$2.2713	$340.70
Antacid Suspension	9,585	$0.0041	$39.30
Anucort-HC 25mg Supp	163	$0.8388	$136.72
Anu-MED Suppository	10	$0.0830	$0.83

EXHIBIT
A

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Aricept 10mg Tablet	30	$0.0597	$1.79
Artificial Tears Eye Ol	7	$0.7143	$5.00
Artificial Tears Sol.	240	$0.0940	$22.56
Aspir- 81mg chew tab -30	1,680	$0.0158	$26.54
Aspirin 81mg Chew Tab	30	$0.0157	$0.47
Aspirin EC 325mg Tablet	3,000	$0.0060	$18.00
Aspir-low 81mg EC tablet	328	$0.0050	$1.64
Atacand 32mg Tablet	30	$2.9353	$88.06
Atenolol 100mg Tab	60	$0.0147	$0.88
Atenolol 25mg tab (30)	720	$0.0087	$6.26
Atenolol 50mg Tab	30	$0.0113	$0.34
Atenolol 50mg tab (30)	300	$0.0112	$3.36
Atripla 200-300-600mg Tab	30	$53.1533	$1,594.60
Atropine 1mg/10ml Syringe	60	$0.2303	$13.82
Atrovent HFA Inhaler	52	$12.3535	$637.44
Auroguard Otic Solution	60	$0.4107	$24.64
Avapro 150mg Tablet	150	$2.5576	$383.64
AVC 15% Vaginal Cream	120	$0.4013	$48.16
Aveiox 400mg Tablet	30	$15.9900	$479.70
Azithromycin 250mg Tab	240	$1.2083	$289.99
Azithromycin 500mg Tab	150	$2.7083	$406.25
Azopt 1% Op Sus	10	$9.9170	$99.17
B&L Renu Rewetting Drops	15	$0.2893	$4.34
Bacitracin Zinc Ointment	56	$0.0429	$2.40
Bactroban 2% Cream	15	$3.0633	$45.95
Bactroban Nasal 2% Oint	10	$8.5940	$85.94
Benazepril 10mg Tablet	30	$0.0347	$1.04
Benicar 20mg Tablet	60	$2.4697	$148.18
Benz Peroxide 10% Gel	1,020	$0.0393	$40.09
Benz Peroxide 5% Gel	1,485	$0.0336	$49.90
Benz Peroxide 5% Lotio	30	$0.0497	$1.49
Benzoyl Peroxide 10% Gel	43	$0.0393	$1.67
Benztropine 1mg Tab	30	$0.0353	$1.06
Benztropine 1mg Tab (30)	180	$0.0352	$6.34
Benztropine 1mg Tablet	1,110	$0.0352	$39.07
Benztropine 2mg Tab-30	690	$0.0470	$32.43
Betam Dp 0.05% Cream	225	$0.9280	$208.80
Betameth Dp 0.05% Oint	90	$1.1329	$101.96
Bicillin LA 1.2munit/2ml	8	$23.9100	$191.28
Blephamide Opht Susp	75	$9.4740	$710.55
Buprenorphine 8mg SL Tab	30	$2.4443	$73.33

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
buPROPion 100mg ER Tab-30	30	$0.2663	$7.99
buPROPion 100mg Tablet	210	$0.1360	$28.56
buPROPion 75mg Tablet	1,840	$0.2966	$545.74
buPROPion Hcl 100mg Tab	1,000	$0.1360	$136.00
Bupropion Hcl 150mg Sr Ta	30	$0.2607	$7.82
buPROPion SR 100mg Tab	284	$0.2683	$75.63
buPROPion XL 300mg Tablet	180	$0.6300	$113.40
buPROPion-SR 150mg Tab	930	$0.2607	$242.45
buPROPion-SR 200mg Tab	420	$0.5367	$225.41
busPIRone 10mg Tab-30	1,860	$0.0371	$69.01
busPIRone 10mg Tablet	28	$0.0371	$1.04
BusPIRone 15mg Tab	30	$0.0383	$1.15
busPIRone 15mg Tablet	2,580	$0.0382	$98.58
busPIRone 30mg Tablet	780	$0.5948	$463.94
Calamine Lotion	118	$0.0061	$0.72
Calcipotriene 0.005% Sol	120	$1.4077	$168.92
Calcium 600 Tablet	60	$0.0418	$2.51
Calcium Cit.+D Caplet	90	$0.0478	$4.30
Campral 333mg Tablet	30	$0.8217	$24.65
carBAMazepine 100mg Tab 3	60	$0.0353	$2.12
Carbamazepine 200mg T (30	90	$0.0296	$2.68
carBAMazepine 200mg Tab	56	$0.0296	$1.66
Carbamide Perx 6.5% Otic	75	$0.0627	$4.70
Cardizem CD 360mg Cap	14	$8.2814	$115.94
Carvedilol 12.5mg Tab	90	$0.0307	$2.76
Carvedilol 25mg Tab	60	$0.0307	$1.84
Carvedilol 3.125mg Tablet	60	$0.0307	$1.84
Carvedilol 6.25mg Tab	90	$0.0307	$2.76
Cdp 25mg Capsule	1,950	$0.0569	$110.96
cefTRIAXone 1gm Vial	51	$2.0000	$102.00
cefTRIAXone 250mg Vial	1	$0.8600	$0.86
Cephalexin 500mg Capsule	3,080	$0.0700	$215.60
Cetirizine 10mg Tablet	100	$0.0652	$6.52
Chlorhexidine 0.12% Rinse	473	$0.0041	$1.94
Chlorpheniramine 4mg Tab	12,147	$0.0041	$49.80
Chlorpromaz 100mg Tab(30)	30	$0.1303	$3.91
Chlorpromaz 25mg tab (30)	60	$0.0865	$5.19
Chlorpromaz. 50mg Tab-30	90	$0.1009	$9.08
Ciprofloxac. 500mg Tab-30	300	$0.0600	$18.00
Ciprofloxacin 500mg Tab	18	$0.0600	$1.08
Cipro-HC Otic Susp	10	$12.0420	$120.42

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Citalopram 10mg Tablet	126	$0.0235	$2.96
Citalopram 20mg Tablet	8,920	$0.0282	$251.54
Citalopram 40mg Tablet	59	$0.0447	$2.64
Clarithromycin 500mg Tab	114	$0.3183	$36.29
Clear Eyes 0.012% Drops	45	$0.1840	$8.28
Clindamycin 1% Gel	60	$0.4420	$28.52
Clindamycin 150mg Capsule	2,056	$0.0675	$138.78
Clobetasol 0.05% Cream	45	$0.0724	$3.26
Clonazepam 0.5mg Tab (30	750	$0.0177	$13.28
clonazePAM 1mg Tablet	1,050	$0.0201	$21.11
clonazePAM 2mg Tabl(30)	240	$0.0264	$6.34
cloNIDine 0.1mg Tab(30)	990	$0.0186	$18.41
Clotrimazole 1% Cream	3,444	$0.0468	$161.18
Clotrimazole 1% Crm 15g	480	$0.2060	$98.88
Clozapine 100mg Tablet	14	$0.9307	$13.03
Clozapine 25mg Tablet	14	$0.3821	$5.35
Coal Tar 2% Lotion(cmpnd)	100	$0.0038	$0.38
Coly-mycin S Otic Drops	5	$5.9460	$29.73
Combigan 0.2-0.5% Ophth	10	$14.1600	$141.60
Combivent Inhaler	176	$11.9218	$2,103.01
Cortane-B Ear Drops	10	$1.9450	$19.45
Crestor 10mg Tablet	30	$2.0710	$62.13
Crestor 20mg Tablet	120	$2.0712	$248.54
Crestor 40mg Tablet	14	$4.1421	$57.99
Cromolyn Sod. 4% Eye Drop	10	$0.4680	$4.68
Cyanocobalamin 1000mcg/m	5	$0.7740	$3.87
Cyclobenzaprine 10mg Tab	3,488	$0.0238	$83.01
Cymbalta 20mg Capsule	60	$4.4393	$266.36
Cymbalta 30mg Capsule	270	$4.9783	$1,344.14
Cymbalta 60mg Capsule	120	$4.9783	$597.40
D5W 100mL SINGLE IV BAGS	5	$1.2500	$6.25
Deep Sea Nasal Spray	44	$0.0143	$0.63
Desipramine 50mg Tablet	30	$1.5777	$47.33
Dextrose 50% Inj Syringe	200	$0.0808	$16.16
Dicyclomine 20mg Tablet	86	$0.0347	$2.98
Dicyclomine 20mgtab (30	2,460	$0.0347	$85.36
Digoxin 0.25mg tab(30)	90	$0.0930	$8.37
Diltiazem 120mg Tablet	30	$0.0813	$2.44
Diltiazem 30mg tab (30)	120	$0.0245	$2.94
Diltiazem CD 120mg Cap	120	$0.2562	$30.74
Diltiazem CD 120mg Cp(30	90	$0.2562	$23.06

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Diltiazem CD 180mg Cap	90	$0.3074	$27.67
Diovan 160mg Tablet	60	$2.8102	$168.61
Diovan-HCT 160/12.5 tab	60	$3.0583	$183.50
Diphenhyd. 50mg/ml vial	22	$0.6664	$14.66
Diphenhydr 12.5mg/5ml El	473	$0.0055	$2.60
Diphenhydram. 50mg Cap-30	360	$0.0117	$4.21
DiphenhydrAMINE 25MG Cap(	750	$0.0114	$8.55
Divalproex *ER* 250mg Tab	30	$0.1000	$3.00
Divalproex *ER* 500mg Tab	90	$0.1781	$16.03
Divalproex EC 250mg tab	300	$0.0593	$17.79
Divalproex EC 500mg Tab	1,530	$0.1068	$163.40
Docusate Sod 100mg Cap	5,300	$0.0103	$54.59
Dovonex 0.005% Cream	660	$4.7195	$3,114.87
Doxazosin 2mg Tab (30)	30	$0.0387	$1.16
Doxazosin 2mg Tablet	10	$0.0390	$0.39
Doxepin 100mg Capsule	450	$0.0788	$35.46
Doxepin 25mg cap (30)	360	$0.0309	$11.12
Doxepin 25mg Capsule	270	$0.0309	$8.34
Doxepin 50mg cap (30)	1,380	$0.0446	$61.55
Doxepin 50mg Capsule	120	$0.0446	$5.35
Doxepin 75mg Cap (30)	270	$0.0624	$16.85
Doxepin 75mg Capsule	420	$0.0624	$26.21
Doxycycline 100mg Cap	1,530	$0.0382	$58.45
Duetact 30-4mg Tab	15	$7.4907	$112.36
Dyrenium 50mg Capsule	30	$1.2113	$36.34
Effexor-XR 150mg Cap	60	$0.2063	$12.38
Enalapril 10mg Tablet	210	$0.0120	$2.52
Enalapril 5mg Tab (30)	150	$0.0097	$1.46
EPINEPHrine 0.1mg/ml Ab	60	$0.1852	$11.11
Epipen Auto Inj. 2/pack	2	$80.8300	$161.66
Epivir 300mg Tablet	150	$12.7287	$1,909.31
Erythromy-Benzoyl Gel	47	$0.8266	$38.52
Erythromycin 2% Gel	60	$0.2832	$16.99
Erythromycin 2% Top. Sol	420	$0.2065	$86.73
Erythromycin Ophth Oint	4	$3.9143	$13.70
Estraderm 0.05mg Patch	8	$7.2450	$57.96
Estradiol 0.5mg Tablet	30	$0.0370	$1.11
Estradiol 2mg Tablet	30	$0.0357	$1.07
Estr-MethylTest 1.25/2.5	30	$0.4917	$14.75
Estropipate 0.75mg Tab	60	$0.1842	$11.05
Eye Wash Solution	240	$0.0109	$2.62

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Drug	Qty Dsp	Unit Cost	Extended Costs
Ferrous Gluc. 324mg Tab	120	$0.0394	$4.73
Ferrous Sulf 324mg Tab EC	90	$0.0056	$0.50
Ferrous Sulf 325mg Tab	300	$0.0056	$1.68
Finasteride 5mg Tablet	60	$0.2728	$16.37
Fish Oil 1000mg Capsule	30	$0.0313	$0.94
Fixodent Denture Crm.	136	$0.0584	$7.94
Fixodent Denture Hold Crm	39	$0.0662	$2.58
Flovent HFA 220mcg Inh	12	$17.2450	$206.94
Flovent HFA 44mcg Inhaler	11	$9.3868	$99.50
Fluconazole 150mg Tab	10	$0.2040	$2.04
Fluconazole 150mg Tab -7	14	$0.2043	$2.86
Flulaval 2010-11 Vial	90	$14.0200	$1,261.80
FLUoxetine 20mg Capsule	7,210	$0.0168	$121.13
Fluphenazine 5mg Tablet	60	$0.0767	$4.60
Fluphenazine 5mgtab-30	150	$0.0766	$11.49
Fluphenazine Hcl 5mg Tab	30	$0.0767	$2.30
Fluticasone 0.05% Nasal S	48	$1.2075	$57.96
Folic acid 1mg tab (30)	240	$0.0195	$4.68
Folic Acid 1mg Tablet	30	$0.0197	$0.59
Furosemide 20mg Tab	30	$0.0073	$0.22
Furosemide 20mg tab (30)	720	$0.0074	$5.33
Gabapentin 100mg Cap	780	$0.0378	$29.48
Gabapentin 300mg Capsule	11,310	$0.0684	$773.60
Gabapentin 600mg Tablet	240	$0.3990	$95.76
Gemfibrozil 600mg Tab-3	1,050	$0.1335	$140.18
Gemfibrozil 600mg Tablet	684	$0.1335	$91.31
Geodon 20mg Capsule	210	$6.5198	$1,369.16
Geodon 40mg Cap (30)	30	$6.5197	$195.59
Geodon 60mg Capsule	90	$7.9122	$712.10
Geodon 80mg Cap (30)	570	$7.9122	$4,509.95
Geodon 80mg Capsule	30	$7.9123	$237.37
Glimepiride 4mg Tablet	58	$0.0500	$2.90
glipiZIDE 5mg tab (30)	60	$0.0148	$0.89
glipiZIDE 5mg Tablet	1,000	$0.0148	$14.80
Glipizide ER 10 MG	100	$0.2059	$20.59
glipiZIDE ER 10mg Tablet	120	$0.2059	$24.71
Glucagon Emer Kit	3	$114.6600	$343.98
glyBURIDE 5mg Tab	240	$0.0426	$10.22
glyBURIDE 5mg tab-30	150	$0.0426	$6.39
gualFENesin 200mg Tablet	118	$0.0270	$3.19
Guaifenesin DM A/F Syrup	6,149	$0.0046	$28.29

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Haloperidol 10mg Tablet	30	$0.4680	$14.04
Haloperidol 1mg tab (30)	150	$0.0754	$11.31
Haloperidol 1mg Tablet	120	$0.0754	$9.05
Haloperidol 20mg Tab-30	60	$0.9927	$59.56
Haloperidol 20mg Tablet	90	$0.9927	$89.34
Haloperidol 2mg tab-30	120	$0.0998	$11.98
Haloperidol 2mg Tablet	420	$0.0998	$41.92
Haloperidol 5mg Tab (30)	270	$0.1113	$30.05
Haloperidol 5mg Tablet	60	$0.1113	$6.68
Hctz 25mg Tablet	180	$0.0086	$1.55
Hemorrhoidal Suppositor	60	$0.1250	$7.50
Hibiclens 4% Liquid	591	$0.0211	$12.47
HumaLOG 100unit Vial	90	$10.0910	$908.19
HumaLOG Mix 75/25 Vial	10	$9.6380	$96.38
HumuLIN 70/30 Vial	50	$3.7180	$185.90
HumuLIN R 100unit Vial	40	$3.7180	$148.72
Hydroc/Apap 5/325 Tab(30)	60	$0.1093	$6.56
Hydroc/apap 5/500mg-30	3,450	$0.0228	$78.66
Hydroc-Apap 7.5mg/15ml	1,243	$0.0112	$13.92
Hydrochlorothiazide 25mg	4,000	$0.0086	$34.40
Hydrocort 1% Crm-Aloe	85	$0.0704	$6.00
Hydrocortisone 0.5% Cream	57	$0.0843	$4.78
Hydrocortisone 1% Cream	1,456	$0.0293	$42.66
Hydrocortisone 1% Lotio	472	$0.0400	$18.88
Hydrocortisone 1% Oint	280	$0.0293	$8.20
Hydrocortisone 2.5% Cr	30	$0.0563	$1.69
HydrOXYzine HCl 25mg Tab	540	$0.0447	$24.14
HydrOXYzine Pam 25mg Cap	3,160	$0.0457	$144.41
HydrOXYzine Pam 50mg Cap	13,280	$0.0568	$754.30
Hyoscyamine 0.125mg Tab	180	$0.1631	$29.36
Ibuprofen 400mg Tablet	240	$0.0234	$5.62
Ibuprofen 600mg Tablet	2,060	$0.0280	$57.68
Ibuprofen 800mg Tablet	32,822	$0.0355	$1,165.18
Indomethacin 25mg Cap	300	$0.1397	$41.91
Indomethacin 50mg Cap	60	$0.1653	$9.92
Indomethacin 50mg Cap(30)	240	$0.1653	$39.67
Indomethacin 50mg Capsu	210	$0.1653	$34.71
Indomethacin 75mg Cp SA	240	$1.9523	$468.55
Insta-Glucose Gel	186	$0.1204	$22.39
Intelence 100mg Tablet	150	$6.2596	$938.94
Invega 6mg Tab	60	$14.6700	$880.20

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Iprat/Albuterol. Sol UD	90	$0.0746	$6.71
Isentress 400mg Tab	450	$15.9427	$7,174.22
Isoniazid 300mg Tab 30 P	60	$0.0458	$2.75
Isoniazid 300mg Tablet	84	$0.0460	$3.86
Isosorbide MN 30mg Tab	30	$0.2133	$6.40
Janumet 50-500mg Tablet	14	$3.3157	$46.42
Januvia 100mg Tablet	210	$6.6313	$1,392.57
Kenalog-40 40mg/ml SDV	5	$8.0200	$40.10
Ketoconazole 2% Cream	30	$0.1323	$3.97
Ketorolac 10mg Tablet	30	$0.1233	$3.70
Lactulose 10gm/15ml Syr	8,987	$0.0066	$59.31
lamoTRIgine 100mg Tab	480	$0.0653	$31.34
lamoTRIgine 150mg Tab	570	$0.1012	$57.68
lamoTRIgine 200mg TAB	30	$0.0997	$2.99
lamoTRIgine 25mg Chew Tab	60	$0.2647	$15.88
LamoTRIgine 25mg Tab	480	$0.0653	$31.34
lamoTRIgine 25mg Tablet	30	$0.0653	$1.96
Lansoprazole 30mg Capsule	90	$1.0432	$93.89
Lantus (insulin Glargin)	620	$9.6390	$5,976.18
Leader glucose orange chw	120	$0.0500	$6.00
Levemir 100 Units/ml Vial	90	$9.2790	$835.11
Levetiracetam 1000mg Tab	600	$0.3402	$204.12
Levetiracetam 250mg Tab	150	$0.3737	$56.06
Levetiracetam 500mg Tab	810	$0.4345	$351.95
Levora-28 Tablet	56	$0.6825	$38.22
Levothroid 75mcg Tab-30	210	$0.0933	$19.59
Levothyroxine 100mcg Tab	210	$0.0917	$19.26
Levothyroxine 125mcg Tab	60	$0.1078	$6.47
Levothyroxine 137mcg Tab	30	$0.1193	$3.58
Levothyroxine 150mcg Tab	210	$0.1158	$24.32
Levothyroxine 175mcg Tab	60	$0.1477	$8.86
Levothyroxine 200mcg Tab	210	$0.1480	$31.08
Levothyroxine 25mcg Tab	300	$0.0756	$22.68
Levothyroxine 50mcg Tab	300	$0.0767	$23.01
Lexapro 10mg Tablet	30	$1.7170	$51.51
Lexapro 10mg Tablet (30	90	$1.7170	$154.53
Lexapro 20mg Tablet	99	$3.4340	$339.97
Lidocaine 1%/epin. Inj	20	$0.0670	$1.34
Lidocaine 2% 100mg Syr	15	$0.5800	$8.70
Lidocaine 2% W/epin Inj	40	$0.0873	$3.49
Lidocaine Hcl 1% Vial	150	$0.0253	$3.80

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Drug	Qty Dsp	Unit Cost	Extended Costs
Lidocaine Hcl 2% Vial	150	$0.0208	$3.12
Lidocaine Viscous 2% Visc	300	$0.0137	$4.11
Lipitor 10mg Tablet	30	$2.9463	$88.39
Lipitor 20mg Tab	750	$4.2028	$3,152.10
Lisinopril 10mg Tablet	120	$0.0195	$2.34
Lisinopril 20mg Tablet	10,664	$0.0271	$288.99
Lisinopril 30mg Tablet	150	$0.0396	$5.94
Lisinopril 40mg Tablet	90	$0.0446	$4.01
Lisinopril 5mg tab (30)	150	$0.0154	$2.31
Lithium Carb 300mg Caps	3,060	$0.0222	$67.93
Lithium Carb-150mg-30-cap	60	$0.0625	$3.75
Lithium ER 450mg Tablet	210	$0.2153	$45.21
Loperamide 2mg Cap-30	3,420	$0.0413	$141.25
Loperamide 2mg Capsule	140	$0.0413	$5.78
Loratadine 10mg Tablet	5,640	$0.0283	$159.61
LORazepam 0.5mg Tab	180	$0.0166	$2.99
LORazepam 1mg tab (30)	630	$0.0240	$15.12
LORazepam 2mg tab (30)	480	$0.0380	$18.24
LORazepam 2mg/ml SDV	6	$0.6167	$3.70
Losartan 25mg Tablet	5	$0.0260	$0.13
Losartan 50mg Tablet	240	$0.0330	$7.92
Lovastatin 10mg Tab	90	$0.0393	$3.54
Lovastatin 10mg Tab-30	60	$0.0393	$2.36
Lovastatin 20mg Tab-30	330	$0.0460	$15.18
Lyrica 150mg Capsule	330	$2.3142	$763.69
Lyrica 50mg Capsule	30	$2.3143	$69.43
Lyrica 75mg Capsule	30	$2.3143	$69.43
Magic Mouth Wash	2,700	$0.0018	$4.86
Magnesium Oxide 400mg T	90	$0.0286	$2.57
Meclizine 12.5mg Tab (30)	60	$0.0268	$1.61
Meclizine 25mg Tab (30)	120	$0.0261	$3.13
Meclizine 25mg Tab chew	30	$0.0260	$0.78
Megestrol 40mg/ml Susp	1,200	$0.0625	$75.00
Meloxicam 15mg Tab	30	$0.0277	$0.83
Meloxicam 7.5mg Tab	14	$0.0214	$0.30
Mepron 750mg/5ml Susp	210	$4.9271	$1,034.69
Metanx Tablet	60	$0.8653	$51.92
metFORMIN 1000mg Tab	360	$0.0351	$12.64
metFORMIN 500mg Tab	4,978	$0.0212	$105.53
metFORMIN 850mg Tab-30	120	$0.0312	$3.74
Metformin 850mg Tablet	60	$0.0312	$1.87

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Drug	Qty Dsp	Unit Cost	Extended Costs
metFORMIN ER 750mg Tablet	270	$0.1239	$33.45
Methimazole 5mg Tablet	67	$0.0969	$6.49
Methocarb. 500mgtab-30	390	$0.0405	$15.80
Methocarb. 750mg Tab-30	2,310	$0.0571	$131.90
Methocarbamol 750mg Tab	194	$0.0571	$11.08
Methotrexate 2.5mg Tablet	78	$0.1472	$11.48
Metoclopram. 10mg Tab-3	120	$0.0270	$3.24
Metoprolol 100mg Tab	60	$0.0217	$1.30
Metoprolol 100mg Tablet	900	$0.0216	$19.44
Metoprolol 25mg Tablet	330	$0.0288	$9.50
Metoprolol 50mg Tab-30	630	$0.0185	$11.66
Metoprolol ER 100mg Tab	10	$1.0330	$10.33
Metoprolol ER 50mg Tablet	30	$0.5853	$17.56
MetroNIDaz. 250mg Tab-30	150	$0.0265	$3.98
MetroNIDazole 500mg (30)	180	$0.0453	$8.15
MetroNIDazole 500mg Tab	48	$0.0452	$2.17
MG217 Med Tar Oint	214	$0.0793	$16.97
Mi-Acid Liquid	1,065	$0.0041	$4.37
Mi-acid Max Strength Liq	3,195	$0.0038	$12.14
Miconazole 2% Vagcr/appl	45	$0.0444	$2.00
Miconazole Nit 2% Cream	28	$0.0415	$1.18
Milk Of Mag Susp	12,298	$0.0035	$43.04
Mirtazapine 15mg Tablet	7,127	$0.0741	$528.11
Mirtazapine 30mg Tablet	60	$0.1093	$6.56
Mometasone 0.1% Cream	90	$0.1347	$12.12
Mucinex 600mg Tablet	1,800	$0.3584	$645.12
Mucinex DM 30-600ER Tab	30	$0.4297	$12.89
Multivit+Iron Chew	30	$0.0187	$0.56
Multi-Vits W/Iron Tablet	30	$0.0070	$0.21
Mupirocin 2% Ointment	22	$0.5205	$11.45
Mytab Gas 80mg Chew Tab	1,166	$0.0143	$16.67
Naloxone 0.4mg/ml Carpjct	5	$1.3040	$6.52
Naloxone 1mg/ml Syr 2ml	12	$6.2475	$74.97
Naproxen 375mg Tab	88	$0.0298	$2.62
Naproxen 500mg Tab	12,854	$0.0314	$403.62
Naproxen 500mg Tablet	6,000	$0.0314	$188.40
Nasacort AQ Nasal Spray	17	$4.1455	$68.40
Nasonex 50mcg Nasal Spr	935	$6.3076	$5,897.61
Natural Balance Tears	15	$0.1153	$1.73
Neo/Poly/HC Otic Sol.	60	$1.1830	$70.98
Neom/poly HC Otic Susp	40	$1.2290	$49.16

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Nephro-vite Tab	30	$0.0750	$2.25
NexIUM 40mg Cap	60	$5.1507	$309.04
Niaspan 500mg SA Tablet	150	$2.3258	$348.87
Nitrofur (bid) 100mg Cap	90	$1.9920	$179.28
Nitrofurantoin 100mg Cap	60	$0.5758	$34.55
Nortriptyline 50mg Cap	30	$0.1503	$4.51
Norvir 100mg Soft Gel Cap	184	$8.4010	$1,545.78
NovoLOG 100u/ml Vial	110	$10.7560	$1,183.16
Nulytely Solution	4,000	$0.0024	$9.60
Nystatin Suspension	480	$0.0277	$13.30
Nystatin/Triamcin Cream	570	$0.0587	$33.46
Omega-3 1000mg Softgel	30	$0.0450	$1.35
Omega-3 Fish Oil 1000mg C	30	$0.0450	$1.35
Omeprazole 20mg Capsule	13,192	$0.1059	$1,397.03
Ondansetron 8mg Tablet	30	$0.1217	$3.65
Opcon-A Eye Drops	15	$0.3060	$4.59
Opti-Clear Eye Drops	15	$0.0753	$1.13
Orphenadrine 100mg Tab ER	12	$0.3083	$3.70
OXcarbazepine 150mg Tab	90	$0.1216	$10.94
OXcarbazepine 300mg Tab	180	$0.2615	$47.07
OXcarbazepine 600mg Tab	210	$0.5310	$111.51
Oxymetazoline Nasal Spray	15	$0.0467	$0.70
Oyst-Cal+D 500mg Tablet	60	$0.0073	$0.44
Paroxetine 10mg Tab (30	60	$0.0933	$5.60
PARoxetine 20mg Tablet	1,950	$0.0974	$189.93
Paroxetine 30mg Tablet	240	$0.1109	$26.62
PARoxetine 40mg Tab-30	150	$0.1185	$17.78
Patanol 0.1% Eye Drops	10	$20.7300	$207.30
Pegasys 180mcg/ml Vial	4	$451.5700	$1,806.28
Penicillin VK 500mg Tab	2,000	$0.1483	$296.60
Pepcid 40mg/5ml Susp	300	$0.8838	$265.14
Perphenazine 4mg Tablet	164	$0.6809	$111.67
Phenazopyrid. 200mg Tab	30	$0.0960	$2.88
Phenazopyridine 200mg Tab	30	$0.0960	$2.88
Phenobarb 30mg Tab (30)	30	$0.0140	$0.42
PHENobarbital 100mg Tab	150	$0.0110	$1.65
Phenobarbital 60mg Tablet	30	$0.0713	$2.14
Phenytoin 100mg Cap	5,750	$0.0763	$438.73
Pink Bismuth Chew Tab	60	$0.0410	$2.46
Plavix 75mg Tab (30)	180	$5.9590	$1,072.62
Plavix 75mg Tablet	44	$5.9591	$262.20

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Drug	Qty Dsp	Unit Cost	Extended Costs
Pneumovax 23*MDV	5	$95.3800	$476.90
Podocon-25 Liquid	15	$6.6693	$100.04
Potassium Chl 10meq Tab	120	$0.2923	$35.08
Prazosin 1mg Capsule	3,338	$0.0795	$265.37
Prazosin 2mg Capsule	5,364	$0.1448	$776.71
Prazosin 5mg Capsule	4,020	$0.2239	$900.08
PrednisoLONE ACE 1% Opth	10	$0.7600	$7.60
PredniSONE 10mg tab(30)p	120	$0.0218	$2.62
Prednisone 10mg Tab-30	30	$0.0217	$0.65
PredniSONE 20mg Tablet	90	$0.0337	$3.03
PredniSONE 50mg Tablet	60	$0.1622	$9.73
PredniSONE 5mg Tab (30)	90	$0.0088	$0.79
Prenatal plus tab (30)	180	$0.0818	$14.72
Prenatal Plus Tablet	30	$0.0817	$2.45
Prenatal Tablet	420	$0.0818	$34.36
Prezista 600mg Tablet	240	$15.7373	$3,776.95
Primidone 250mg Tablet	15	$0.0967	$1.45
Proctozone-HC 2.5% Crea	570	$0.1110	$63.27
Promethazine 25mg tab-30	3,390	$0.0287	$97.29
Promethazine 25mg Tablet	236	$0.0287	$6.77
Promethazine 25mg/ml SDV	75	$0.7548	$56.61
Propranolol 10mg Tablet	30	$0.0157	$0.47
Propranolol 20mg Tab (3	450	$0.0206	$9.27
Propranolol 40mg Tab-30	180	$0.0201	$3.62
Qvar 40mcg Inhaler	9	$10.9747	$95.48
Qvar 80mcg Inh 7.3gm	7	$14.6943	$107.27
Qvar 80mcg Inhaler	9	$14.6943	$127.84
Ramipril 5mg Capsule	30	$0.0533	$1.60
Ranitidine 150mg Tablet	748	$0.0180	$13.46
Ranitidine 15mg/ml Syrup	600	$0.0430	$25.80
Ranitidine 300mg Tablet	138	$0.0292	$4.03
Ranitidine 75mg	180	$0.0658	$11.84
Ranitidine Hcl 150mg Tab	1,050	$0.0180	$18.90
Renagel 800mg Tablet	360	$2.8017	$1,008.61
Reyataz 300mg Capsule	244	$30.4973	$7,441.34
Ribasphere 400mg Tablet	81	$1.0000	$81.00
Ribasphere 600mg Table	27	$1.5000	$40.50
Ribasphere 600mg Tablet	30	$1.5000	$45.00
Risperdal Cons 25mg Kit	5	$254.4600	$1,272.30
Risperdal Cons 50mg Kit	11	$508.9300	$5,598.23
Risperidone 0.5mg Tablet	390	$0.0503	$19.62

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Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Risperidone 1mg Tab (30)	1,890	$0.0539	$101.87
Risperidone 1mg Tablet	150	$0.0539	$8.09
Risperidone 2mg Tab (30)	570	$0.0898	$51.19
Risperidone 2mg Tablet	30	$0.0897	$2.69
Risperidone 3mg Tablet	630	$0.1054	$66.40
Risperidone 4mg Tablet	30	$0.1423	$4.27
Salsalate 500mg tab (30)	90	$0.2181	$19.63
Salsalate 750mg tab (30)	30	$0.2800	$8.40
Selenium Suif 1% Shampoo	1,035	$0.0115	$11.90
Selenium Suif~2.5%~ Lot	480	$0.0306	$14.69
Senna-Gen Tablet	60	$0.0073	$0.44
Sensipar 90mg Tablet	30	$39.8957	$1,196.87
Serevent Diskus 50mcg	120	$2.5108	$301.30
Seroquel 100mg Tab (30)	960	$4.7977	$4,605.79
SEROquel 200mg Tab (30)	510	$7.2356	$3,690.16
SEROquel 200mg Tablet	43	$7.2356	$311.13
SEROquel 300mg tab (30)	390	$12.3133	$4,802.19
SEROquel 300mg Tablet	60	$12.3133	$738.80
SEROquel 400mg Tablet	390	$14.4712	$5,636.53
SEROquel 50mg Tablet	420	$2.6243	$1,102.21
Sertraline 25mg Tablet	90	$0.0354	$3.19
Sertraline 50mg Tablet	5,090	$0.0440	$223.96
Simvastatin 20mg Tab	1,170	$0.0254	$29.72
Simvastatin 20mg Tablet	360	$0.0254	$9.14
Simvastatin 40mg Tablet	60	$0.0382	$2.29
Simvastatin 80mg Tablet	40	$0.0605	$2.42
Singulair 4mg Tablet Chew	67	$4.6706	$312.93
Sod Chl 0.9% Inh Sol Amps	1,500	$0.0326	$48.90
Sodium Bicarb 8.4% Syring	100	$0.0488	$4.88
Sotalol 80mg Tablet	30	$0.0793	$2.38
Spiriva 18mcg Handihaler	60	$7.1827	$430.96
Spironolactone 25mg Tab	90	$0.0903	$8.13
Suboxone 2-0.5mg Film SL	480	$3.5640	$1,710.72
Suboxone 2-0.5mg SL Tab	210	$3.6293	$762.15
Suboxone 8-2mg Film SL	990	$6.3863	$6,322.44
Suboxone 8mg-2mg Tablet	300	$6.5040	$1,951.20
Sudogest 60mg Tab (30)	30	$0.0267	$0.80
Sulfacetamide 10% Opl	15	$0.0800	$1.20
Sulfacetamide Sod 10% OPL	45	$0.0800	$3.60
Sulfatrim DS Tab 800/160	1,500	$0.0504	$75.60
Sulfatrim DS Tablet	1,636	$0.0504	$82.45

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Tacrolimus 1mg Capsule	220	$2.5254	$555.59
Tamsulosin 0.4mg Capsule	780	$0.1128	$87.98
Temazepam 30mg Capsule	37	$0.0624	$2.31
Tera-gel Tar 0.5% Shampoo	3,760	$0.0121	$45.50
Terazosin 1mg Cap (30)	90	$0.0398	$3.58
Terazosin 2mg Cap	90	$0.0398	$3.58
Terazosin 5mg Capsule	60	$0.0398	$2.39
Terbinafine 1% Cream	30	$0.2153	$6.46
Tetanus Diph Tox Syr	2	$35.1900	$52.79
Tetanus Toxoid Ads SDV	3	$60.7280	$151.82
Tetracycline 250mg Cap	234	$0.0230	$5.38
Tetracycline 500mg Cap	90	$0.0386	$3.47
Therapeutic Tar Shampoo	2,365	$0.0079	$18.68
Thioridazine 100mg Tablet	9	$0.1711	$1.54
Tolnaftate 1% Cream	195	$0.0290	$5.66
Topiramate 100MG Tab	270	$0.0500	$13.50
Topiramate 50mg Tab	120	$0.0362	$4.34
Tramadol 100mg ER Tab	300	$2.3887	$716.61
Tramadol 50mg Tablet	3,120	$0.0175	$54.60
traZODone 100mg Tablet	180	$0.0329	$5.92
TraZODone 150mg Tablet	1,500	$0.0692	$103.80
traZODone 50mg Tablet	9,029	$0.0183	$165.23
Tretinoin 0.01% Gel	135	$0.5976	$80.68
Triam/Hctz 75/50 Tab	44	$0.0266	$1.17
Triam/hctz 75/50mg tab-30	30	$0.0267	$0.80
Triamcinolone 0.1% Crea	1,350	$0.0869	$117.32
Triamcinolone 0.1% Cream	2,000	$0.0869	$173.80
Triamcinolone 0.1% Oint	240	$0.0881	$21.14
Triamcinolone 0.1% Ointme	105	$0.0881	$9.25
Triamcinolone 0.5% Crea	90	$0.4087	$36.78
Triamt/hctz 37.5/25 tab	30	$0.0307	$0.92
Trifluoperazine 1mg Table	30	$0.2017	$6.05
Trihexyphenidyl 2mg Tab	14	$0.0357	$0.50
Truvada 200-300mg Tablet	304	$35.1050	$10,671.92
Tubersol PPD~50~Test	160	$21.5340	$3,445.44
Valacyclovir 1gm Tab	30	$2.7060	$81.18
Valacyclovir 1gm Tablet	81	$2.7060	$219.19
Valacyclovir 500mg Tablet	150	$1.3727	$205.91
Vandazole Vag 0.75% Gel	70	$0.3027	$21.19
Venlafaxine 75mg Tablet	1,230	$0.2324	$285.85
Venlafaxine ER 150mg Cap	603	$0.2064	$124.46

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
Venlafaxine ER 150mg Tab	180	$0.2064	$37.15
Venlafaxine ER 37.5mg Cap	120	$0.1194	$14.33
Venlafaxine ER 75mg Cap	228	$0.1431	$32.63
Venlafaxine XR 75mg CAP	360	$0.1431	$51.52
VENLAFAXINE XR,150	780	$0.2064	$160.99
Ventolin HFA Inhaler	612	$1.8228	$1,115.55
Verapamil 120mg Tablet	150	$0.0628	$9.42
Verapamil 40mg Tablet	10	$0.1390	$1.39
Verapamil SR 180mg Tab	30	$0.2127	$6.38
Vials 30-Dram w/Snap Cap	1,400	$0.0685	$95.90
Vigamox 0.5% Eye Drop	3	$24.8500	$74.55
Viramune 200mg Tablet	300	$9.0293	$2,708.79
Viread 300mg Tablet	210	$22.6623	$4,759.08
Visine-A Eye Drops	120	$0.2760	$33.12
Vit D 50,000Int Unit Sof	12	$0.9092	$10.91
Vitamin B-1 100mg Tab-3	210	$0.0101	$2.12
Vitamin B-6 100mg Tablet	55	$0.0135	$0.74
Vitamin B-6 50mg Tablet	28	$0.0075	$0.21
Vitamin C 500mg Tablet	30	$0.0160	$0.48
Vitamin D 1000unit Cap	30	$0.0453	$1.36
Vitamin D3 2000unit Tab	30	$0.0397	$1.19
Vytorin 10/40mg Tablet	300	$3.7906	$1,137.18
Warfarin Sod 2.5mg Tablet	30	$0.0497	$1.49
Warfarin Sod 2mg Tab	90	$0.0498	$4.48
Warfarin Sod 3mg Tablet	30	$0.0497	$1.49
Warfarin Sod 4mg Tab	30	$0.0497	$1.49
Warfarin Sod 5mg Tablet	30	$0.0497	$1.49
Warfarin Sod 6mg Tablet	5	$0.0780	$0.39
Warfarin Sodium 2.5mg Tab	60	$0.0498	$2.99
Warfarin sodium 3mg tab	30	$0.0497	$1.49
Warfarin Sodium 5mg Tab	120	$0.0498	$5.98
Winthrop carpuject holder	2	$0.0100	$0.02
Zincon Dandruff 1% Shampo	240	$0.0233	$5.59
Zyprexa 10mg Tablet	630	$16.5032	$10,397.02
ZyPREXA 15mg Tablet	150	$24.7548	$3,713.22
ZyPREXA 2.5mg Tablet	210	$9.2786	$1,948.51
ZyPREXA 20mg Tablet	480	$33.0064	$15,843.07
ZyPREXA 5mg Tablet	690	$10.9515	$7,556.54
ZyPREXA Zydis 10mg Tablet	30	$17.4637	$523.91
ZyPREXA Zydis 20mg Tablet	30	$33.9667	$1,019.00

Santa Fe County
RFP #2011-0220-CORR/MS
Pharmaceutical Services and Supplies
Cost Sheet

Drug	Qty Dsp	Unit Cost	Extended Costs
TOTAL		$2,828.5654	$221,189.85

SANTA FE COUNTY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DIAMOND PHARMACY SERVICES
TO PROVIDE PHARMACEUTICAL SERVICES AND SUPPLIES

THIS AMENDMENT is made and entered into on this 10th day of July, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **DIAMOND PHARMACY SERVICES,** 645 Kolter Drive, Indiana, PA 15707-3570 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to RFP No. 2011-0270-CORR/MS, on August 31, 2011 Santa Fe County entered into a Professional Services Agreement with Contractor to provide quality and professional pharmaceutical service and supplies to inmates of the County Corrections Department;

WHEREAS, pursuant to Article 15 (Amendment) of the Agreement, the parties may amend the Agreement by an instrument in writing signed by the parties;

WHEREAS, pursuant to Article 3 (Term) of the Agreement, the term of the Agreement is one (1) year subject to renewal by the County in one-year increments;

WHEREAS, the County requires continued pharmaceutical services due to an increase in the inmate population and by this Amendment No. 1 wishes to increase the compensation by $40,000;

WHEREAS, by this Amendment No. 1 the total contract value would be $280,000 and the term of the Agreement would extend from August 31, 2012 through August 31, 2013.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. In Article 2 (Compensation), delete the reference to "Two Hundred Forty Thousand Dollars and No Cents ($240,000.00)" and replace it with "Two Hundred Eighty Thousand Dollars and No Cents ($280,000.00)."

2. In Article 3 (Term), delete the phase "Santa Fe Board of County Commissioners" and replace it with "County."

3. In Article 3 (Term), insert a new provision 3.1 to read as follows:

   3.1 By Amendment No. 1, the term of this Agreement is renewed for one (1) year beginning August 31, 2012 through August 31, 2013, subject to renewal as stated above.

4. All other provisions of the Agreement not specifically amended by this Amendment No. 1 remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Liz Stefanics, Chair
Santa Fe County Board of County Commissioners

7/10/12
Date

Attest:

Valerie Espinoza
Santa Fe County Clerk

7-10-12
Date

Approved as to Form:

Stephen C. Ross
Santa Fe County Attorney

June 19, 2012
Date

Finance Department Approval:

Teresa C. Martinez, Director

6/29/2012
Date

CONTRACTOR:

(Signature)

6/29/2012
Date

By: Mark J. Zilner, Chief Operating Officer
(Name and title)

FEDERAL TAX I.D. NUMBER: 25-1378278

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: *September 10, 2013*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager* BT

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

ITEM AND ISSUE: *BCC Meeting September 10, 2013*

REQUEST APPROVAL OF AWARD OF AGREEMENT #2013-0246-PW/MS GREAT GLORIETA MDWCA REGIONAL WATER QUALITY AND INFRASTRUCTURE PHASE I – GLORIETA ESTATES – VILLAGE OF GLORIETA WATERLINE CONNECTION TO DONE RIGHT CONSTRUCTION, LLC., IN THE AMOUNT OF $535,000.08, EXCLUSIVE OF GRT (*BILL TAYLOR/PURCHASING*)

Issue:

Santa Fe County Purchasing Division on behalf of the Public Works Department issued an Invitation for Bid (IFB) # 2013-0246-PW/MS Greater Glorieta MDWCA Regional Water Quality and Infrastructure Phase I – Glorieta Estates, Village of Glorieta Waterline Connection. Bids were received from:

Sasquatch, Inc. (Santa Fe, NM)
Sundance Mechanical & Utility Corp (Albuquerque, NM)
Desert Utility & Paving, LLC (Albuquerque, NM)
TLC Pluming & Utility (Albuquerque, NM)
New Image Construction (Ribera, NM)
Garcia Underground (Guadalupita, NM)
Done Right Construction (Pecos, NM)

Background Information:

On March 14, 2013, the Santa Fe County Board of County Commissioners unanimously approved a Community Development Block Grant (CDBG) in the amount of $424,759 to install water lines in the Glorieta Community. This grant required a 10% match from the County in the amount of $42,460. Also, on March 26, 2013, the Board of County Commissioners unanimously approved the Joint Powers Agreement between the Great Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association and Santa Fe County on the management of the subject project.

The balance of the subject contract funds after the CDBG grant and the County match will come from a Water Trust Board (WTB) grant awarded to Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association for the same project in the amount of $165,832. The WTB grant funds will be expensed first, followed by the CDBG funds and then the County match funds.

The subject project will consist of a new 4,300 linear feet of 8" water line along Avenida Ponderosa; 101 new ¾-inch service connections at each connection for all customers with water meters and meter boxes equipped for remote meter reading: automated/remote water meter reading hardware and software; 4 fire hydrants and appurtenances along the new distribution line; ten 8" gate valves; and all other construction requirements.

ACTION REQUESTED:

Board of County Commission approval and authorization to enter into an agreement with Done Right Construction, LLC, for this project in the amount of $535,000.08, exclusive of GRT.

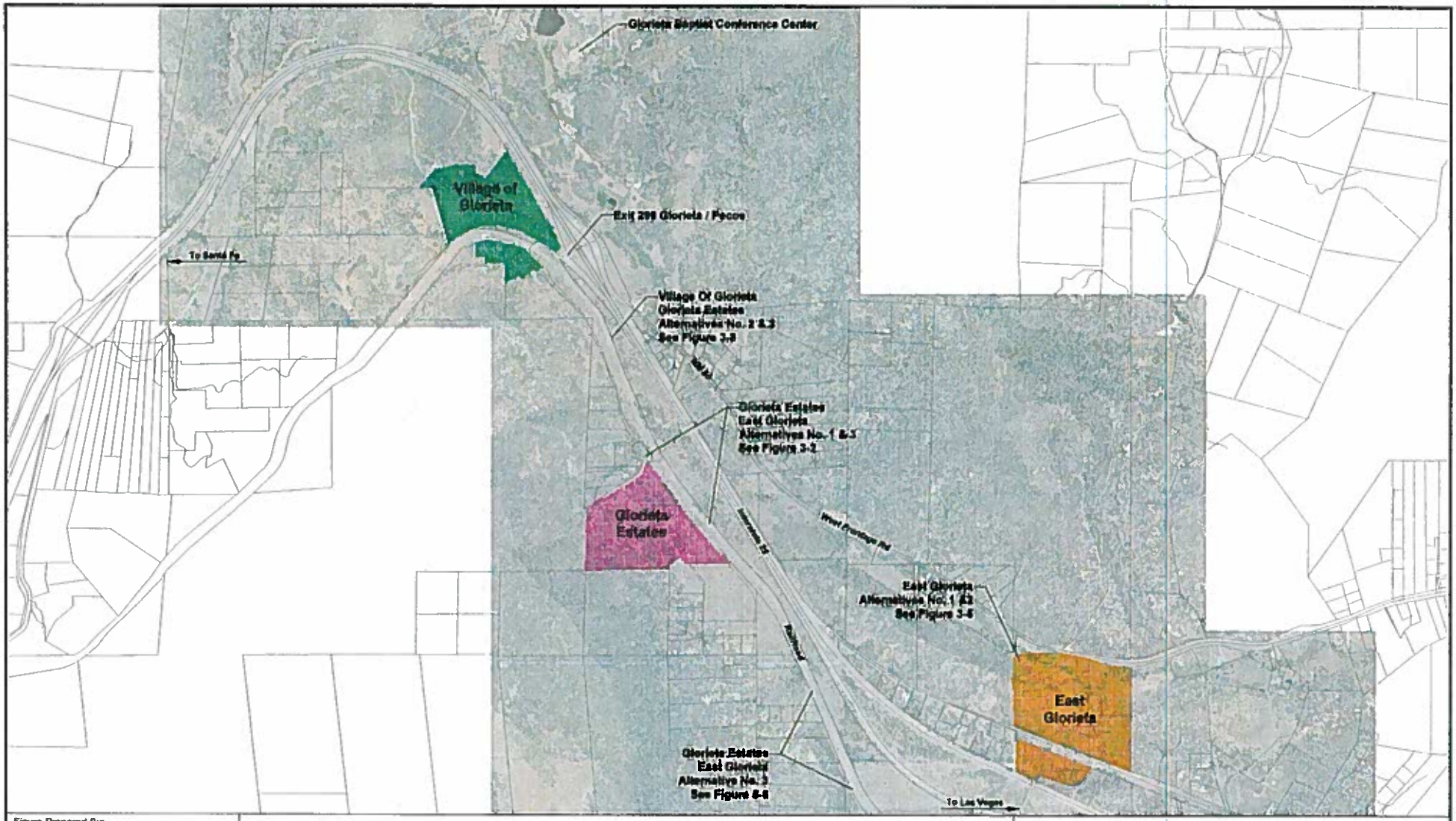

Figure Prepared By:

HDR Engineering, Inc. | ONE COMPANY *Many Solutions*

N

Not To Scale

Village Of Glorieta / Glorieta Estates / East Glorieta
New Mexico

Figure 2-2
Vicinity Map

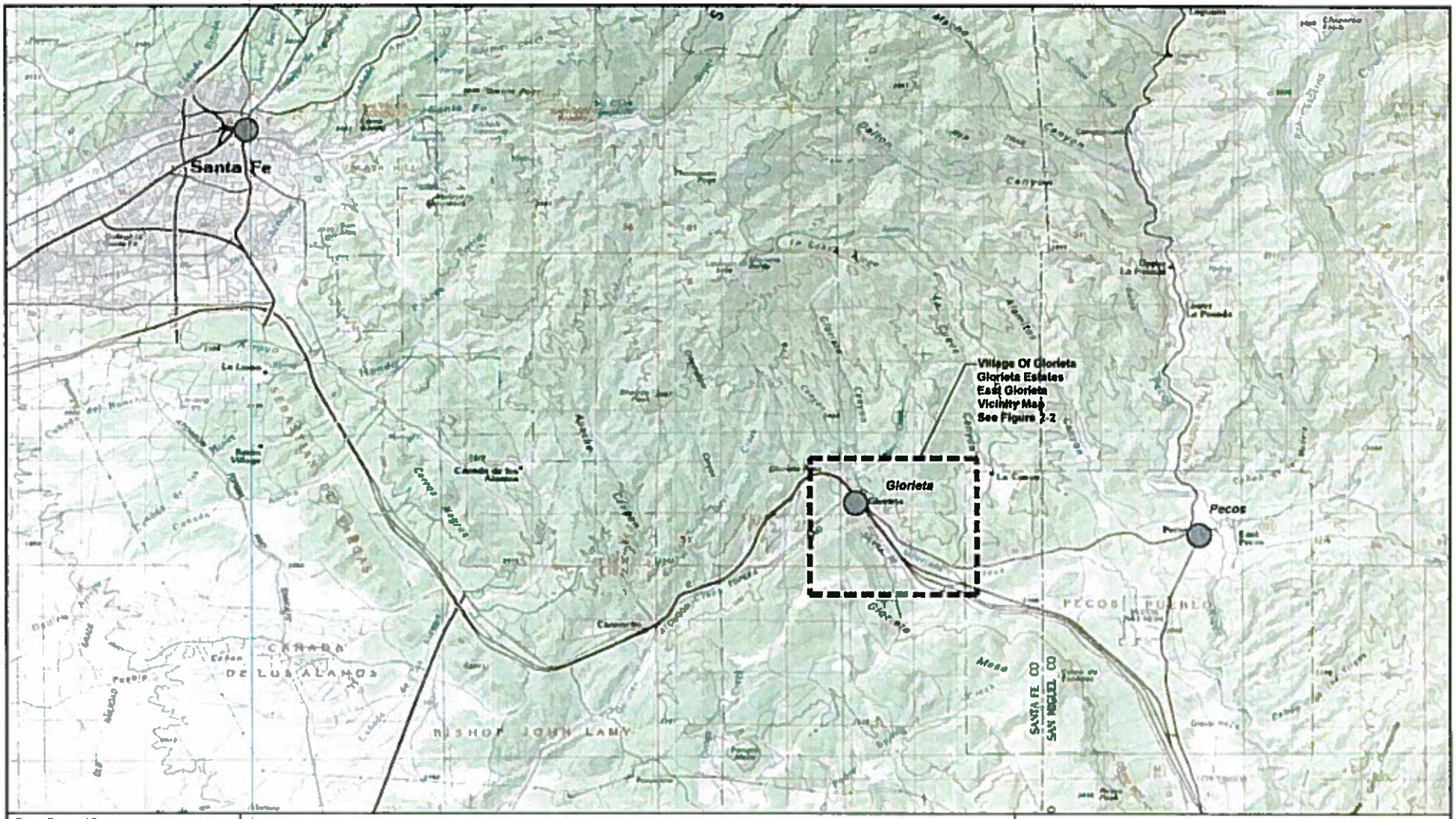

Figure Prepared By:

HDR Engineering, Inc. | ONE COMPANY Many Solutions

Legend

Major City / Town / Village

N

Not To Scale

Santa Fe County USGS Map
New Mexico

Figure 2-1
Project Location Map

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE
Section 00510

Contract No. 2013-0246-PW/MS

Distribution to:

[X] Owner

[X] Contractor

[X] Architect/Engineer

[X] Finance Dept.

[X] CDBG Project Manager

Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is bidding and/or will contract for, without the written consent of the Local Government Division shall render this document null and void.

This Agreement, entered into this _____ day of _____ , 2013 by and between the

OWNER:
Santa Fe County
102 Grant Ave
P.O. Box 276
Santa Fe, NM 87504-0276

and the

CONTRACTOR: **Done Right Construction, LCC**
11 Rancho De Valencia
Pecos, NM 87552

for the following:

Project: **Greater Glorieta MDWCA Regional Water Quality and Infrastructure Phase I- Glorieta Estates – Village of Glorieta Waterline Connection.**

Project Number: **CDBG 12-C-NR-I-01-G-36; Santa Fe County # 2013-0246-PW/MS; WTB # 192**

Architect/Engineer of Record: **HDR Engineering Inc.**
2155 Louisiana Blvd NE, Suite 9500
Albuquerque, NM 87110
Phone: (505) 830-5400
Fax: (505) 830-5454

RECITALS

WHEREAS, the New Mexico Department of Finance and Administration, Local Government Division has funded the above referenced Project pursuant to Federal Award No. B12-DC350001; and

WHEREAS, the Owner, through its Board of County Commissioners upon approval of the Commission, is authorized to enter into a construction contract for the Project pursuant to §13-1-28, et seq., NMSA 1978; and

WHEREAS, the Owner has let this contract according to the established federal, state and local purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the governing body at its meeting of September 10 2013;

The OWNER and the CONTRACTOR agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (Gene Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Paragraph 1 of the General Conditions.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for:

Completion of waterline improvements including but not limited to, the installation of new 8" PVC waterline, installation of new gate valves and valve boxes, connection to existing waterlines, reconnection of existing water services, installation of new altitude valve, installation of new isolation valves, installation of new fire hydrants, and pavement removal and replacement.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced not later than three (3) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later

than ninety (90) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of One Thousand Dollars ($1,000.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract sum is determined as follows:

Base Bid: Five Hundred and Two Thousand Dollars and Eight Cents ($502,000.08)
AA-1 (Additive Alternate): Thirty Three Thousand Dollars and No Cents ($33,000.00)
Total: Five Hundred Thirty Five Thousand Dollars and Eight Cents ($535,000.08)

Contract sum is exclusive of NM GRT (Refer to Contractor's Bid Sheets).

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor for the period ending the 25th day of the month as stipulated in paragraph 25 of the General Conditions.

Payments due and unpaid under the Contract Documents shall **not** bear interest for late payments.

ARTICLE 6
FINAL PAYMENT

Unless good cause exists, final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all deficiencies to the Contract Documents that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or other approved form) and Consent of Surety.

ARTICLE 7
GENERAL AND SPECIAL PROVISIONS

7.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

7.2 Terms used in this agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in all events not later than the relevant Date of Substantial Completion of Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense – including but not limited to court costs and attorney's fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until: (1) approved by the governing body of the Owner; and (2) signed by all parties required to sign this Agreement and reviewed the Funding Agency.

7.6 The Contractor and his agents and employees are Independent Contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees, from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorney's fees and costs of litigation that the Contractor may have.

7.8 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, in the instance of notice of termination of work also by certified mail, and addressed as shown on the cover page of this Agreement.

7.9.1 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

7.10 Gender, Singular/Plural. Words of any gender used in this Contract Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

7.11 Captions and Section Headings. The captions and section headings contained in this Agreement are

for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.12 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.13 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.14 Separability. If any clause of provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.15 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms thereof. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.16 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.17 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.18 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.19 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.20 Pursuant to §13-1-191, NMSA 1978, reference is hereby made to the Criminal laws of New Mexico (including §30-24-1 and §30-41-1, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

7.21 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 of this Agreement and are further enumerated in Sections 1 and 2 of the Supplemental General Conditions, except for Modifications issued after execution of this Agreement.

This Agreement is entered into as of the day and year first written above.

CONTRACTOR:

By: _____
Done Right Construction, LLC, Carlos Segura

(seal)

Title: Manager Date _____

Attest:

By: _____

Title: _____

OWNER SANTA FE COUNTY:

By: _____ Date _____
Kathleen S. Holian

Title: Chair of the Santa Fe Board of County Commissioners

ATTEST:

By: _____ Date _____
Geraldine Salazar

Title: Santa Fe County Clerk

As to legal sufficiency:

Legal Counsel

By: _____ for SCR Date: 8/23/13
Stephen C. Ross

Title: Santa Fe County Attorney

As to budgetary sufficiency:

Finance Officer

By: _____ Date: _____
Teresa C. Martinez

Title: Finance Director

Performance Bond
(To be provided after award)

Payment Bond
(To be provided after award)

RIDER TO BONDS

BONDS, CERTIFICATES AND NOTICES THIS FORM MUST BE USED BY SURETY
Section 00621

Performance Bond No. _____ Labor & Material Payment Bond No. _____

Obligee (Owner):_____

Surety _____

Surety's New Mexico Agent:

Name: _____

Address:_____

Telephone No. (_____)_____

The Surety and Principal stipulate as follows:

Whenever, in the judgment of the Owner, the Surety on this bond shall be insolvent, or for any cause is not a proper or sufficient Surety, the Owner may require the Contractor to furnish a new or additional bond or security within ten (10) days; and thereupon, if the Owner shall so order, security shall be furnished. If such new or additional bond or security is not furnished within said time, the Owner may, at its option, take over and Surety, either doing the Work on force account, or letting the same by contract, and shall be entitled to use any equipment, materials and supplies of the delinquent Contractor in completing said Work.

The Surety hereby stipulates and agrees that no properly authorized Change Order altering Contract Time, Contract Sum, Conditions of the Contract, or the scope of nature of the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive any notice of such change.

Signed and sealed this _____ day of _____, 20___.

_____
(Principal) (Seal)

_____
(Witness)

_____
(Title)

_____
(Witness)

_____
(Surety) (Seal)

_____
(Title)

AGENT'S AFFIDAVIT

BONDS, CERTIFICATIONS AND NOTICES
Section 00622 THIS FORM MUST BE USED BY SURETY

(To be filled in by Agent)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and says:

That he/she is the duly appointed agent for _____

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection

with the construction of _____
dated the _____ day of _____, 20___, executed by _____
_____ contractor, as principal and _____
_____ as Surety, signed by this deponent; and deponent further states that said bo
was written, signed, and delivered by him/her; that the premium on the same has been or will be collected l
him; and that the full commission thereon has been or will be retained by him/her.

_____
Agent

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission expires: _____

Agent's Address _____

_____

_____

Telephone Number (___) _____

Power of Attorney for person signing for surety company must be attached to bond

Certificate of Liability Insurance
(To be provided after award)

ASSIGNMENT OF ANTITRUST CLAIMS

(To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors)

BONDS, CERTIFICATES, AND NOTICES
Section 00661 This Form must be submitted within 10 days of Bid Award

Project:

Project Number:

_____ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

Firm: _____

By: _____

Signed by Individual Empowered to Obligate Supplier, Subcontractor, or Sub-Subcontractor

Title: _____

Date: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting

legal representative of the (municipality/county) of _____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Name: _____

Date: _____

Address: _____

_____

Telephone No. (____) _____

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

GENERAL CONDITIONS OF THE CONTRACT
Section 00700

TABLE OF CONTENTS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with the assistance of the New Mexico Small Cities Community Development Block Grant Program and is subject to all applicable federal and state laws and regulations. State administered Community Development Block Grant monies are Federal funds. 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code."

The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this

Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

2.1 "**Contractor**" is a person, firm or corporation with whom the contract is made by the Owner.

2.2 "**Subcontractor**" is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

2.3 "**Work on (at) the project**" is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies, Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will never the less be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

5.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

5.2 Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection

agency shall be selected by the Contractor. The Contractor will pay for all laboratory inspection service direct, and not as a part of the contract.

7.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. Patents

9.1 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

9.2 License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not be or through the Contractor.

9.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

10. Surveys, Permits, and Regulations

10.1 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

10.2 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.

10.3 The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

11.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

11.2 The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property--Emergency

13.1 The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

13.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

13.3 Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons to damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

13.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

17.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum.
(c) The actual cost of:
   1. Labor, including foremen;
   2. Materials entering permanently into the work;
   3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
   4. Power and consumable supplies for the operation of power equipment;
   5. Insurance;
   6. Social Security and old age and unemployment contributions.

17.2 To the costs under 17.1 there shall be added a fixed fee to be agreed upon **but not to exceed fifteen percent (15%)** of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering,

adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

19.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract: and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

19.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

19.3 If the said Contract shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.

19.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

19.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

19.6 Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of it decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good,

replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17.3 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, giver the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

25.1 Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by

this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at Substantial Completion, if it finds that satisfactory progress is being made, may make payments and retain two percent (2%), Provided further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

25.2 In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

25.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

25.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services no later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of this subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

28.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for

all of this employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

28.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

28.3 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph 28.2 hereof or, (2) insure the activities of his policy, specified in subparagraph 28.2 hereof.

28.4 Scope of Insurance and Special Hazards: The insurance require under subparagraphs 28.2 and 28.3 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

28.5 Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

28.6 Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: **"The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."**

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

34.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

34.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given unt the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

34.3 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

34.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

34.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

35.1 The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

35.2 The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be

found obscure or be in dispute. any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service

thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction; as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clause requiring this insertion in any further subcontracts that may in turn be made."

46. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

47. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

48. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,

(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

49. Federal Labor Standards Provisions

See Attachment Below.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the Provisions applicable to such Federal assistance.

A. 1.(i)Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United State Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made of incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all time by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a)Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits were appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for

determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Numb 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages or any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions make and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be for transmission to

HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1). U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agency who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed ont he contract during the payroll period has been paid in full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to any contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rage on the wage determination for the classification of work actually performed. In addition. any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level or progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fine benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount

of fringe benefits listed on the wage determination for the applicable classification, If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor. Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermine rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD of its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; Debarment. A breach of the contract clauses in 9 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10.(i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he

or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. A. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess or forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contractor for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of the clause set forth in subparagraph (1) of the paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of fourth hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract

Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD-1010.1
(2-76)

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat, 108, 72 Stat. 967, 40 U.S.C., sec 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United State Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3- CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted constructions that contain similar minimum wage provisions, including those

provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levers, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" means all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing or materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contracted relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies and instrumentalities.

Section 3.3 Weekly Statement with Respect to Payment of Wages

(a) As used in this section, the term "employees" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervision of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[20 F.R. 93, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of Weekly Statements and the Preservation and Inspection of Weekly Payroll Records.

(a) Each weekly statement required under section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building of work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll Deductions Permissible Without Application to or Approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been

made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employee, their families and dependents; Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commissions, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deductions voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments; Provided however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under section 516.27(a) of this title shall be kept.

Section 3.6 Payroll Deductions Permissible with the Approval of the Secretary of Labor

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor. or any affiliated person does not make a profit or benefit directly or indirectly the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its

continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representative of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the Approval of the Secretary of Labor

Any application for the making of payroll deductions under section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor Upon Applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of section 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited Payroll Deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

Section 3.10 Methods of Payment of Wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations Part of Contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see section 5.5(a) of the subtitle.

MODIFICATIONS TO GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00810

1. **Paragraph 17 is amended to add new sub-paragraph1.Paragraph 17 is amended to add new sub-paragraphs 17.3 through 17.6 to read:**

   17.3 The Contractor must submit in writing any request for any modifications to the plans and specifications. Shop drawings that are submitted to the architect/engineer for review do not constitute "in writing" unless it is brought to the attention of the architect/engineer that specific changes are being proposed. In any event, the responsibility for proposing changes to the plans and specifications by means of shop drawings resides with the Contractor and no additional costs resulting from such changes will be paid to the Contractor.

   17.4 All change orders will include the total added (or deducted) cost to the owner, including gross receipts tax. The owner will be made aware of any increase or decrease to the Maximum Allowable Construction Cost (MACC), if applicable.

   17.5 All change orders will be approved by the funding agency (Local Government Division) before taking effect. Any additional project costs (including GRT) approved by the owner without LGD approval, shall become the sole responsibility of the owner.

   17.6 Any party that becomes aware of an expected project cost over-run will notify the owner immediately. The owner will notify LGD. If funding is not already in place to cover the entire over-run, the owner and architect/engineer will:

   (1) amend the scope of work to bring the project back within budget,
   (2) secure additional and timely funding to cover the entire over-run; or
   (3) deny approval of the change order.

2. **Add the following sentences at the end of Paragraph 28.6:**

   Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) days after receipt of the Notice of Award. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless a least thirty (30) days prior written notice has been given to the Owner. A copy of the Builder's All-Risk Policy, if required, shall be provided to the Owner before any portion of Work is commenced by the Contractor. The original Owner's Protective Liability Insurance Policy shall be provided to the Owner before any portion of the work is commenced by the Contractor.

3. **Paragraph 28 is amended to add a new subparagraph 28.7 to read:**

   28.7 Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operation under this contract.

4. **Paragraph 29 is amended to add a new subparagraph 29.1 to read:**

   29.1 A claimant is further defined as set forth in 13-4-18 through 13-4-20 NMSA 1978. The security is bound by the provisions of 13-4-18 through 13-4-20 NMSA 1978.

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
Section 00820

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1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos. 1 through 11
Heating and Ventilating:	Nos. N/A
Plumbing:	Nos. N/A
Electrical:	Nos. N/A
_____	Nos. N/A

SPECIFICATIONS

General Construction:		Technical Specifications Division 1 through 15, inclusive
Heating and Ventilating	N/A	
Plumbing:	N/A	
Electrical	N/A	
_____	N/A	

ADDENDA

No. 1 Date 7/17/13 No. _____ Date

No. _____ Date _____ No. _____ Date

2. STATED ALLOWANCES

Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in the bid proposal:

A. For Testing (Page 01150-3 of Specifications) $50,000

B. For Utility Relocation (Page 01150-3 of Specifications) $25,000

C. For _____ (Page _____ of Specifications) $_____

D. For _____ (Page _____ of Specifications) $_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

None Anticipated.

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under paragraph 28 of the General Conditions, the policy shall be written for not less than the following or greater if required by law:

4.1 Worker's Compensation (including accident and occupational disease coverages):

a. State	Statutory
b. Employer's Liability	$ 100,000 each accident
	$ 500,000 disease-policy limit
	$ 100,000 disease-each employee

4.2 Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

a. Bodily Injury	$ 500,000 per person
	$1,000,000 each occurrence
b. Property Damage	$ 500,000 each occurrence
	$ 500,000 annual aggregate

c. Property Damage Liability Insurance shall provide X, C or coverage as applicable.

4.3 Comprehensive Automobile Liability:

a. Bodily Injury	$ 500,000 per person
	$1,000,000 each occurrence
b. Property Damage	$ 500,000 each occurrence
	$ 500,000 annual aggregate

4.4 Umbrella Excess Liability: $1,000,000 over primary insurance

The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

As required by the Owner or the Funding Agency, the Contractor shall furnish photographs in the number, type, and stated as enumerated below:

At least once during construction of the Work, Contractor shall provide professional quality photographs of progress as stated in specification 01060 or as directed by Engineer. Contractor shall furnish glossy prints (approximately 8 x 10 IN) and each negative, with all rights of reproduction, to Owner. Provide number of photographs as follows:

1. Ten ground level color photos.
2. Contractor shall schedule and coordinate photographer with Owner's Field Representative.
3. Include all photographs with dates and description.

6. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS.

Given on Pages 115 through 140. **Note**: Applicable federal and state regulations require that the **higher** of the federal or the state wage rate for each classification **must be paid**.

7. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Paragraph 28, the Contractor **[X]** will **[ ]** will **not** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

Executive Order 11246

A. Section 202 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).

1. The Offeror's or Bidder's attention is called to the "**Equal Opportunity Clause**" and the "**Standard Federal Equal Employment Opportunity Construction Contract Specifications**" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation: * % listed by County below		**Goals for Female Participation: 6.9%**	
* Bernalillo	38.3%	Catron	46.9%
Sandoval	"	Colfax	"
		De Baca	"
Chaves	49.0%	Guadalupe	"
Dona Ana	"	Lincoln	"
Eddy	"	Los Alamos	"
Grant	"	McKinley	"
Hidalgo	"	Mora	"
Luna	"	Rio Arriba	"
Otero	"	San Juan	"
Sierra	"	San Miguel	"
		Santa Fe	"
Lea	31.0%	Socorro	"
Roosevelt	"	Taos	"
		Torrance	"
Curry	11.0%	Valencia	"
Harding	"		
Quay	"		
Union	"		

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographic area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, County, and Municipality, if any).

C. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

   a. "**covered area**" means the geographic area described in the solicitation from which this contract resulted;

   b. "**Director**" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "**Employer identification number**" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "**Minority**" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. When the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, is shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which

it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person

or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and female, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user

toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall not carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing direct

Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 504 Handicapped (if $ 2,500 or over)**, Affirmative Action for Handicapped Workers**

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that the Contractor is bound by the terms of

Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance physically and mentally handicapped individuals.

6. The Contractor will include the provisions of this part in every subcontract or purchase order of $2,500 or more unless exempted by the rules, regulation, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor and vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federal assisted construction contracts and related subcontracts exceeding $100,000).

Compliance with Air and Water Acts

A. During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

B. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the "List of Violating Facilities" issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA "List of Violating Facilities".

4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph a through d of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all Owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Architect/Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitab barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

11. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973.

12. ACCESS TO RECORDS AND MAINTENANCE OF RECORDS

The State grantor agency (funding agency), the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of the Grant.

13. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

14. MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS

Lists are available from various sources including the New Mexico Department of Transportation, the U.S. Department of Housing and Urban Development, Ft. Worth Area Office. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these Supplemental General Conditions. The lists do not contain a complete listing of minority and female businesses. The information may in some cases be out of date.

ADDITIONAL CONDITIONS

ADDITIONAL CONDITIONS
Section 00830

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1. CONSTRUCTION INDUSTRIES LICENSING ACT

This Contract is subject to the provisions of the New Mexico Construction Industries Licensing Act (§ 60-13-1 to § 60-13-59 NMSA 1978), the rules and regulations of the New Mexico Construction Industries Commission and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.

2. CONTRACT AUDIT

The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated Contract or subcontract other than a firm fixed-price Contract to the extent that such books and records relate to the performance of such Contract or subcontract. Such books and records shall be maintained by the Contractor for a period of six years from the date of final payment under the prime Contract and by the Subcontractor for a period of six years from the date of final payment under the subcontract unless a shorter period is otherwise authorized by the Owner in writing (§ 13-1-161 NMSA 1978).

3. ASSIGNMENT OF ANTITRUST CLAIMS

All contractor, suppliers, subcontractors agree that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this Project are hereby assigned to the Owner and the funding agency, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the contractor, supplier, subcontractor or sub-subcontractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

4. BRIBES, GRATUITIES, AND KICKBACKS

4.1 It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Contract and for any person to offer or pay anything of value to any such public employee (§ 30-24-1 through 2 NMSA 1978).

4.2 Pursuant to § 13-1-191 NMSA 1978 reference is hereby made to the criminal laws of New Mexico (including § 30-24-1 through § 30-24-2, and § 30-41-1 through § 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

5. NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

5.1 § 7-1-55A NMSA 1978 provides that any person (as defined in § 7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this state shall, at the time such

contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by 7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate, that the requirements of this paragraph have been met.

5.2 If the total sum to be paid under the contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (7-1-55B NMSA 1978).

5.3 In addition to the above requirements, the Contractor will be subject to all the requirements of 7-1-55 NMSA 1978.

6. CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

6.1 7-10-4 NMSA 1978 provides that any person (as defined in 7-10-3 NMSA 1978) performing services for the State or its political subdivisions, as those terms are used in the Gross Receipts and Compensating Tax Act (7-10-1 through 7-10-5 NMSA 1978) must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department of the state to pay the gross receipts tax.

6.2 For information in obtaining the identification number contact: Revenue Division, Taxation and Revenue Department, Manuel Lujan Sr. Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, or call (505) 988-2290.

6.3 If any person who performs services for the State or its political subdivisions is not registered to pay the gross receipts tax, the Owner shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

7. CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS, AGENT FOR SERVICE OF PROCESS

Special attention of Contractors is called to the requirements of 13-4-21 through 13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

8. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the **Associated General Contractors of America**, the requirements of the Occupational Safety and Health Act of 1970 (P.L. 91-596), and the requirements of Title 29 of the Code of Federal Regulations, 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

9. MINIMUM WAGE RATES

9.1 The Contractor warrants and agrees that he and all subcontractors shall comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act, 13-4-11 NMSA 1978 (if the project is over $20,000); and other statutes pertaining to public works in New Mexico; and the Federal Wage Rate Determination. The attached Minimum Wage Rate Determinations are declared to be prevailing and apply to the construction. **Note: Applicable federal and state regulations require**

that the higher of the federal or the state wage rate for each classification must be paid.

9.2 Submission of weekly payroll records to the Owner and Labor Commission is mandatory. Include the decision number on Contractor's and subcontractor's payrolls. The scale of wages shall also be posted in a prominent location at the site.

9.3 In the event it is found by the Labor Commission, that any laborer or mechanic employed by the Contractor or Subcontractor on the site of the project covered by this Contract, has been or is being paid as a result of a willful violation, a rate of wages less than the rate of wages required by the Contract, the Owner may, by written notice to the Contractor and his subcontractor, if the violation involves a Subcontractor, terminate their right to proceed with the Work or such part of the Work as to which there has been a willful failure to pay the required wages and the Owner may prosecute the Work to completion by contract or otherwise, and the Contractor shall be liable to the Owner and the State of New Mexico for any excess cost occasioned thereby.

10. PROJECT IDENTIFICATION SIGN

10.1 The Contractor shall provide, erect, and maintain for the duration of the construction project one identification sign at each construction site. The sign shall be painted on one side with a background color of yellow with red lettering of 3/4" thick, not smaller than 4' x 6' nor larger than 4' x 8', marine grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level and at the location designated by the Architect/Engineer or the Owner's Project Manager. The sign shall be salvaged to the Owner at the end of the construction project.

Sample sign:

NEW MEXICO
COMMUNITY DEVELOPMENT COUNCIL PROJECT

Greater Glorieta MDWCA Regional
Water Quality and Infrastructure – Phase I
for the
Greater Glorieta MDWCA (Santa Fe County)

Financing:

Community Development Block Grant

Water Trust Board

Total Project Cost:

11. OTHER ADDITIONAL CONDITIONS (list):

11.1 APPROPRIATIONS AND AUTHORIZATIONS

This Contract is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County 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 Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

State Minimum Wage Rate Determination

Federal Minimum Wage Rate Determination

Division 1 – TECHNICAL SPECIFICATIONS

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AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00422

This Form must be used by Surety

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

JASON E. SISK being first duly sworn deposes and says:

That he/she is the duly appointed agent for U.S. SPECIALTY INSURANCE COMPANY

and licensed or authorized to do business in the State of New Mexico .

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of GREATER GLORIETA MDWCA REGIONAL WATER QUALITY & INFRASTRUCTURE, GLORIETA, NEW MEXICO dated the 24TH day of JULY, 2013, executed by DONE RIGHT CONSTRUCTION, LLC contractor, as principal and U.S. SPECIALTY INSURANCE COMPANY as Surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

JASON E. SISK Agent

Subscribed and sworn to before me this 24TH day of JULY, 2013.

Notary Public

My Commission expires: 2/11/2015

KATHLEEN D DEBORD

Agent's Address COMMERCIAL WEST INSURANCE AGENCY

[illegible] MARBLE NE SUITE 10

ALBUQUERQUE, NEW MEXICO 87110

Telephone Number (505) 255-9577

☐ Power of Attorney for person signing for surety company must be attached to bond ☐

General Decision Number: NM130017 04/26/2013 NM17

Superseded General Decision Number: NM20120017

State: New Mexico

Construction Type: Heavy

County: Santa Fe County in New Mexico.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	02/22/2013
2	04/26/2013

CARP1353-001 06/01/2012

	Rates	Fringes
CARPENTER	$ 22.94	7.92

ELEC0611-014 01/01/2013

	Rates	Fringes
Electrician		
Zone 1	$ 29.90	9.70

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Poswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

[illegible]

	[illegible]	[illegible]
[illegible] equipment operator		
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible]RAFT AND TUNNEL WORK - [illegible] per hour above regular rate.

[illegible]

for hazardous work at the designated levels. This is applicable in all three zones

LEVEL C - 10% above regular hourly wage

LEVEL B - 10% above regular hourly wage

LEVEL A - 15% above regular hourly wage

ZONE PAY The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and I-40.

Zone 1 - Albuquerque - 0 to 50 mile radius from I-40 shall be a Free Zone
- Farmington - 0 to 50 mile radius of Farmington City Hall shall be a Free Zone

Zone 2 - Shall be $2.50 per hour above base pay. Will apply outside of above parameters up to 35 miles.

Zone 3 - Shall be $1.50 cents per hour above Zone 2 for a total of $4.00 per hour and will apply after 35 miles of Zone one's parameters.

SUNM2009-011 09/14/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 16.53	1.95
IRONWORKER, REINFORCING	$ 20.79	7.56
LABORER: Common or General	$ 9.95	0.35
LABORER: Flagger	$ 10.65	1.91
LABORER: Landscape	$ 11.00	0.35
LABORER: Mason Tender - Cement/Concrete	$ 12.46	0.00
LABORER: Pipelayer	$ 13.60	0.00
OPERATOR: Backhoe	$ 14.03	0.26
OPERATOR: [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
OPERATOR: [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
TRUCKER: [illegible]	[illegible]	[illegible]

TRUCK DRIVER: Pickup Truck.....$ 12.10 1.73

TRUCK DRIVER: Water Truck.....$ 14.74 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

[illegible]

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived [illegible] survey data by computing average rates and are non-union [illegible] number, the date shown in conjunction [illegible]

LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
[illegible]

[illegible]

[illegible]

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU
QUESTIONS?? Call OR E-mail: Otis Caddy (505) 841-4406 OR Lynno.caddy@state.nm.us or
Kim Kew (505) 841-4405 OR kim.kew@state.nm.us
fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
NMED-CPB	Santa Fe	06/06/13	SF-13-0782 A
		Expires for Bids	
Type of Construction: A		10/04/13	

Description of Work: Greater Glorieta MDWCA Regional Improvments Phase 1
Installation of approximately 4,300 LF of 8-inch waterline including fittings and joint restraints and appurtenances. •Installation of new service connections with water meters and meter boxes equipped for remote meter reading •Installation of Automated/remote water meter reading hardware and software •Installation of fire hydrants and appurtenances •instalaltion of 8-inch gate valves •the repair of approximatley 4,300 lf of asphaltic road work including but not limited to asphalt

***REMINDER* to those preparing BID documents:** If bids are not opened by the above "Expires for Bids" date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-4405 to check status of new wage rates.

NOTICES

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

New Mexico Department of Workforce Solutions
Public Works Bureau
625 Silver Ave SW, Suite 410, Albuquerque, NM 87102
Kim Kew (505) 841-4405 Otis Caddy (505) 841-4406 Email to: public.works@state.nm.us or fax to: (505) 841-4423

Wage Decision # SF-13-0782 A
NOTIFICATION OF AWARD (NOA)

Description and Location of Work: Greater Glorieta MDWCA Regional Improvments Phase 1
•Installation of approximately 4,300 LF of 8-inch waterline including fittings and joint restraints and appurtenances. •Installation of new service connections with water meters and meter boxes equipped for remote meter reading •Installation of Automated/remote water meter reading hardware and software •Installation of fire hydrants and appurtenances •instalaltion of 8-inch gate valves •the repair of approximatley 4,300 lf of asphaltic road work including but not limited to asphalt

Village of Glorieta County of Santa Fe 47 Fire Station Rd.

REMINDER for Agency Conducting BID Process: **If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.**

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the ***GENERAL/PRIME CONTRACTOR.*** The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2nd tier subcontractors) and fax or mail it to the address above. ***If the project is canceled,*** this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name:_____ License#:_____

Address:_____ City:_____ State:_____ Zip:_____

Telephone: _____ Fax:_____

Project Contact's name:_____ E-Mail:_____

Approximate Date Work to Start:_____

Estimated Completion Date:_____

Estimated Cost of Project:_____

Bid Opening Date:_____

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) MUST also mail fax their Statement of Intent to Pay Prevailing Wages through the General Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and all tiers of subcontractors must mail fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for Contracting Agency (or agent) _____
Printed Name_____
Date _____

SUBCONTRACTOR LIST

Do NOT list suppliers or professional services (such as surveyors)

INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4423

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Dec. # ***SF-13-0782 A***

General Contractor: ____________________

Company Name: ____________________
Address: ____________________ City: ____________ State: ____ Zip: ____________
E-Mail Address: ____________________ License No.: ____________
Phone No.: ____________ Fax No.: ____________ Sub ____ 2nd TIER ____ **(To Whom)** 3rd TIER ____ **(To Whom)**
Work to be performed: Amount ($):

Company Name: ____________________
Address: ____________________ City: ____________ State: ____ Zip: ____________
E-Mail Address: ____________________ License No.: ____________
Phone No.: ____________ Fax No.: ____________ Sub ____ 2nd TIER ____ **(To Whom)** 3rd TIER ____ **(To Whom)**
Work to be performed: Amount ($):

Company Name: ____________________
Address: ____________________ City: ____________ State: ____ Zip: ____________
E-Mail Address: ____________________ License No.: ____________
Phone No.: ____________ Fax No.: ____________ Sub ____ 2nd TIER ____ **(To Whom)** 3rd TIER ____ **(To Whom)**
Work to be performed: Amount ($):

Company Name: ____________________
Address: ____________________ City: ____________ State: ____ Zip: ____________
E-Mail Address: ____________________ License No.: ____________
Phone No.: ____________ Fax No.: ____________ Sub ____ 2nd TIER ____ **(To Whom)** 3rd TIER ____ **(To Whom)**
Work to be performed: Amount ($):

Company Name: ____________________
Address: ____________________ City: ____________ State: ____ Zip: ____________
E-Mail Address: ____________________ License No.: ____________
Phone No.: ____________ Fax No.: ____________ Sub ____ 2nd TIER ____ **(To Whom)** 3rd TIER ____ **(To Whom)**
Work to be performed: Amount ($):

Company Name: ____________________
Address: ____________________ City: ____________ State: ____ Zip: ____________
E-Mail Address: ____________________ License No.: ____________
Phone No.: ____________ Fax No.: ____________ Sub ____ 2nd TIER ____ **(To Whom)** 3rd TIER ____ **(To Whom)**
Work to be performed: Amount ($):

Greater Glorieta MDWCA Regional Improvments Phase 1: **Wage Decision # SF-13-0782 A**
Installation of approximately 4,300 LF of 8-inch waterline including fittings and joint restraints and appurtenances. •Installation of new service connections with water meters and meter boxes equipped for remote meter reading •Installation of Automated/remote water meter reading hardware and software •Installation of fire hydrants and appurtenances •instalaltion of 8-inch gate valves •the repair of approximatley 4,300 lf of asphaltic road work including but not limited to asphalt

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2013

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2013

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
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Cement Mason	15.52	0.26
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Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

Type A construction: Laborers, Operators, and Truck Drivers

Laborer classification groups and wage spreads for type "A" construction:

(1) Group I (unskilled): -$0.30: building and common laborer; carpenter tender chainman; rodman; stakedriver; concrete buggy operator (hand); concrete workers; flagman; soil sample tester;

(2) Group II (semiskilled): (base): wagon, air tract, drill and diamond drillers' tender (outside); air and power tool man (not a carpenter's tool); asphalt heaterman; asphalt jointman; asphalt raker; batching plant scaleman; tenderers (to cement mason and plasterer); chain sawman; concrete power buggyman; concrete touch-up man; concrete sawman - coring mach.; curbing machine, asphalt or cement; cutting torchman; metal form setter-road; grade setter; hod carrier; mortar mixer and mason tender; powderman or blaster helper; sandblaster; scaler; vibratorman (hand type) ; vibratory compactor (hand type); window washer; nurseryman-gardener; wagon, air tract, drill and diamond driller (outside); roadway hardware worker;

(3) Group III (miscellaneous): +$0.40: gunite pumpcreteman and nozzleman; multi-plate setter; manhole builder; pipielayer; powderman-blaster-makeup; landscaper; traffic control technician; laboratory technician.

Equipment operator classification groups and wage spreads for type "A" construction:

(1) Group I: -$0.80: concr. paving curing machine;

(2) Group II: -$0.60: belt type conveyors (material and concrete); broom (self prop.); fork lift; grease truck oper.; head oiler; hydro lift; tractor (under 50 drawbar HP with or without attach.); indus. loco. brakeman; front end loader (2CY or less): fireman; oiler; screedman; roller (pull type); mulching machine, roller (self propelled);

(3) Group III: -$0.02: concr. paving form grader; concr. paving gang vibrator; concr. paving joint or saw mach.; concr. paving sub grader; tractor with backhoe attachment; subgrade or base finisher; power plant (elec. gen. or welding mach.);

(4) Group IV: (base): bulldozer (including self-propelled roller with dozer attachment); batch or continuous mix plant (concr., soil cement, or asph.); roller (steel wheel); front end loader (2 through 10CY); scraper oper., motor grader;

(5) Group V: +$0.00: asph. distr.; asph. paving or laydown mach.; asph. retort heater; mixer, heavy duty, asph. or soil cement; trenching mach.; clam type shaftmucker; backhoe, clamshell, dragline, gradall, shovel (under 3/4 CY); elevating grader or belt loader; cranes (crawler or mobile) under 20 ton; air compressor (300 CFM and over); crushing screening and washing plants; drlg. mach. (cable core or rotary); mixer, concr. (1 CY and

less); pump (6 in. intake or over); winch truck; hoist (1 drum); indus. loco. motorman; lumber stacker; tractor (50 drawbar HP or over);

(6) Group VI: +$0.15: concr. paver mixer; hoist (2 drums and over); side boom; traveling crane; piledriver; backhoe, clamshell, dragline, gradall, shovel (3/4 CY to 3 CY); cranes (crawler or mobile) 20 ton to 40 ton; front end loader (over 10 CY); mixer., concr. (over 1 CY); mechanic and/or welder;

(7) Group VII: +$0.20: concr. slip-form paving mach.; concr. paving finishing mach.; concr. paving longitudinal float; gunite mach.; refrig.; jumbo form or drlg.; stage; slusher; concr. paving spreader; pumpcrete mach.; grout pump oper.;

(8) Group VIII: +$0.35: mine hoist; bulldozer (multiple units); scraper (multiple units); mucking mach.; backhoe, clamshell, dragline, gradall, shovel (over 3 CY); cranes (crawler or mobile) over 40 tons;

(9) Group IX: +$0.85: belt loader (CMI type) oper.; pipemobile oper. assistant; derrick, cableway;

(10) Group X: +$1.65: pipemobile operator; mole operator.

Truck driver classification groups and wage spreads for type "A" construction:

(1) Group I: -$0.20: pick-up truck 3/4 ton or under; warehouseman; dump truck, under 8 cubic yards; flatbed, 1 1/2 ton or under;

(2) Group II: (BASE): dump truck, 8 to 16 cubic yards; tank truck, under 6,000 gallons; flatbed, over 1 1/2 ton;

(3) Group III: +$0.20: spreader box (self-propelled); distributor (asphalt) transit mix; lowboy, light equipment; off-highway hauler; tank truck, over 6,000 gallons; dump truck, over 16 cubic yards; trailer semi-trailer dump;

(4) Group IV: +$0.40: diesel-powered transport; lowboy, heavy equipment.

SUSANA MARTINEZ
GOVERNOR

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
625 Silver Ave SW Suite 410
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4420

CELINA BUSSEY
SECRETARY

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are assigned by statute to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project valued at more than $60,000 are registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) to Labor Relations Division within 3 (Three) days of this project being awarded.

General Contractor

- Provide to Labor Relations Division within 3 (Three) days a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages.
- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than $60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the owner/contracting agency.
- NM Apprenticeship and Training Fund payments are to be paid to either an approved Apprenticeship program or to the Labor Relations Division.
- The Wage Rate poster must be displayed at the job site in an easily accessible place.
- When a project has been completed, Affidavits of Wages Paid (AWP) need to be sent to the Labor Relations Division.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than $60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the General Contractors.
- NM Apprenticeship and Training Fund payments must be paid to either an approved Apprenticeship program or the Labor Relations Division.

Additional Information.

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link. www.dws.state.nm.us new, Labor Relations, Public works

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at kim.kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406

BID FORM
UNIT PRICE BID

BID FORM
Section 00310

Project: Greater Glorieta MDWCA Regional Water Quality and Infrastructure Phase I

Project Number: CDBG 12-C-NR-I-01-G-36; Santa Fe County # 2013-0246 PW/MS; WTB # 192

This bid is submitted to:

Santa Fe County
Attn: Maria B. Sanchez
142 W. Palace Avenue (Second Floor)
Santa Fe, NM 87501

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for 30 days after the day of the Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within five (5) working days after the date of the Owner's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

   A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

   No. 1 Date 7/17/13 No. ____ Date ____

   No. ____ Date ____ No. ____ Date ____

   No. ____ Date ____ No. ____ Date ____

   No. ____ Date ____ No. ____ Date ____

   B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

   C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

   D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations,

tests, reports, and studies with the terms and conditions of the Bidding Documents.

E. The Bidder has given the Architect/Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer is acceptable to the Bidder.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.

4. The Bidder shall complete the Work for the following price(s):

EXHIBIT A UNIT PRICE BID

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
1	1	Construction Mobilization Demobilization, Complete and in Place (CIP)	LS	$ 74,000.00	$ 74,000.00
2	1	Construction Traffic Control & Barricading, CIP	LS	$ 15,000	$ 15,000.00
3	4,400	8" Waterline Pipe (std. Spc. Sec. 801), incl. trench & compacted backfill to 6' depth, including fittings & joint restraint, CIP	LF	$ 34.00	$ 149,600.00
4	3	Fire Hydrant, 4' bury, MJ, including blocking & aggregate, isolation valves, box, collar, etc. CIP	EA	$ 5,000.00	$ 15,000.00
5	4	Combination Single Vault (dual purpose), Vault includes CAV, including excavation, backfill, reinforced concrete, all piping, and appurtenances, CIP	EA	$ 1,000.00	$ 4,000.00
6	1	3" Altitude valve, and valve box inc. concrete pad, cover and lid, CIP	EA	$ 4,000.00	$ 4,000.00
7	5	8" Gate valves and valve box inc. concrete pad, cover and lid, CIP	EA	$ 1,200.00	$ 6,000.00
8	2	Non-Pressurized Connection, Existing Waterline, All Sizes, Incl. Fittings, CIP	EA	$ 1100.00	$ 2200.00
9	101	3/4"-1" Water service Line, Meter Box, and Meter, inc. new 10-lf single connection to existing water main, CIP	EA	$ 792.08	$ 80,000.08
10	1	Furnish and Install Automated Water Meter Software and Hardware	LS	$ 20,000.00	$ 20,000.00
11	4,400	Existing Pavement, Asphalt Concrete, Any Thickness, Sawcut, Remove and Dispose, CIP	SY	$ 4.00	$ 17,600.00
12	4,400	Subgrade Prep. 12" at 95% compaction, CIP	SY	$ 3.00	$ 13,200.00
13	4,400	Aggregate Base Course, crushed, 6" at 95% compaction, SD 2408, CIP	SY	$ 6.00	$ 26,400.00

Utility Relocation Allowance $25,000

Testing Allowance $50,000

Base Bid
(Total of Bid Items 1 through 13 + Allowances) $ 502,000.08

FIVE HUNDRED TWO THOUSAND DOLLARS AND EIGHT CENTS.

Dollars
(Total Amount Written in Words)

Item No.	Estimated Quantity	Description	Unit	Unit Price	Total
		ADDITIVE ALTERNATIVE			
AA-1	4,400	Chip-seal double bituminous pavement, NMSSP for Public works 334 or County approved equal, CIP	SY	$ 7.50	$ 33,000.00

Subtotal of Bid Items 1 through 13 including Additive Alternative $ 460,000.08

Utility Relocation Allowance $25,000

Testing Allowance $50,000

Base Bid
(Total of Bid Items 1 through 13 + Additive Alternative + Allowances) $ 535,000.08

FIVE HUNDRED THIRTY FIVE THOUSAND DOLLARS AND EIGHT CENTS

Dollars
(Total Amount Written in Words)

5. The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than three (3) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than ninety (90) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of one thousand Dollars ($1,000) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical

irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

   A. **Bid Bond** - Section 00420
   B. **Agent's Affidavit** - Section 00422
   C. **List of Subcontractors** - Section 00430
   D. **Certification of Bidder Regarding Equal Employment Opportunity**. Form 950.1
   E. **Certification by Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements.** Form 1421
   F. **Certification of Bidder Regarding Section 3 and Segregated Facilities** - Form 1422

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those conditions.

8. If the Bidder is:

[ ] A. An **INDIVIDUAL:**

By _____
(Signature)

doing business as _____

Business address: _____

_____

Telephone: (____) _____

[ ] B. **A PARTNERSHIP:**

By _____
(Firm Name)

_____
(General Partner signature)

Business address: _____

_____

Telephone: (____)

[ ] C. A CORPORATION:

By DONE RIGHT CONSTRUCTION, LLC
(Corporation Name)

NEW MEXICO
(State of Incorporation)

By ELENA M. SEGURA
(Name of person authorized to sign)

MANAGER
(Title)

If a New Mexico Corporation: 2352656
NM Certificate of Incorporation No

If a Foreign Corporation
NM Certificate of Authority No

Attest
(Secretary)

Business address: PO BOX 252 11 RANCHO DE VALENCIA PECOS, NM 87552

Telephone: (505) 757-6478

(seal)

[ ] D. A JOINT VENTURE:

By
(Name)

(Address)

By
(Name)

(Address)

Telephone: (____)

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none.)

NM Contractor's License No: 93737

Classification: GB98, GF2, GF9, MS3, MM1, EE98

BOND NO DONE64

BID BOND

SUPPLEMENTS TO BID FORMS
Section 00420

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

DONE RIGHT CONSTRUCTION, LLC as Principal,

and U S SPECIALTY INSURANCE COMPANY as Surety, are

hereby held and firmly bound unto SANTA FE COUNTY/GREATER GLORIETA MDWCA as Owner in the penal sum of FIVE PERCENT OF AMOUNT BID (5%) for which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

SIGNED, this 24TH day of JULY, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,

for (Project) GREATER GLORIETA MDWCA REGIONAL WATER QUALITY & INFRASTRUCTURE, GLORIETA, NEW MEXICO

NOW, THEREFORE,

A. If said Bid shall be rejected, or in the alternate,
B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract, attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond (Bid Security) for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

DONE RIGHT CONSTRUCTION, LLC

Principal: _____ (L.S.)

Surety: U S SPECIALTY INSURANCE COMPANY

(seal)

By: _____

JASON E SISK, ATTORNEY-IN-FACT

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ELENA M. SEGURA, certify that I am the MANAGER, Secretary of the Corporation named as Principal in this bond, that CARLOS SEGURA who signed the bond on behalf of the Principal was then MANAGER of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and on behalf of said corporation by authority of this governing body.

Elena M. Segura (corporate seal)

Title: MANAGER

AGENT'S AFFIDAVIT

SUPPLEMENTS TO BID FORMS
Section 00422

This Form must be used by Surety

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

JASON E. SISK being first duly sworn deposes and says:

That he/she is the duly appointed agent for U.S. SPECIALTY INSURANCE COMPANY

_____ and licensed or authorized to do business in the State of New Mexico .

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of GREATER GLORIETA MDWCA REGIONAL WATER QUALITY & INFRASTRUCTURE, GLORIETA, NEW MEXICO dated the 24TH day of JULY, 2013, executed by DONE RIGHT CONSTRUCTION, LLC

_____ contractor, as principal and U.S. SPECIALTY INSURANCE COMPANY as Surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

JASON E. SISK Agent

Subscribed and sworn to before me this 24TH day of JULY, 2013.

Notary Public
KATHLEEN D DEBORD

My Commission expires: 2/11/2015

Agent's Address COMMERCIAL WEST INSURANCE AGENCY

7300 MARBLE NE, SUITE 10

ALBUQUERQUE, NEW MEXICO 87110

Telephone Number (505) 255-9577

☐ Power of Attorney for person signing for surety company must be attached to bond ☐

BID SECURITY REVIEW FORM

SUPPLEMENTS TO BID FORMS
Section 00421

1. **Review and Approval:** This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (latest edition) by the Audit Staff Bureau of Accounts, United States Treasury Department.

   [X] Yes [ ] No (If No, report to Funding Agency immediately!)

2. I, as Owner's Representative, have verified with (Name of Contact) LORETTA TRUJILLO Of the State Corporation Commission, Insurance Division at 827-4645 that the Surety Company listed on the Bid Bond is licensed/authorized to do business in the State of New Mexico in accordance with ☐13-1-46 and ☐13-4-18 NMSA 1978. If source of verification is other that the State Corporation Commission, Insurance Division, identify the source document below and publication date.

   _____ Dated _____
   (Name of Source Document)

   _____ Date: 7/24/13
   (Signature of Owner's Representative)

LIST OF SUBCONTRACTORS

SUPPLEMENTS TO BID FORMS
Section 00430

1. To be fully executed and included with Bid as a condition of the Bid (§13-4-31 through §13-4-42 NMSA 1978).

2. See paragraph 9.12 Subcontractors, in the Instructions to Bidders, for rules regarding changes in this list after bidding.

3. The listing threshold is $5,000.00 or one half of one percent of the Architect/Engineers estimate, whichever is greater.

Nature of Work	Subcontractor Name	Location of Business
SURVEYING	BSN-SANTA FE	SANTA FE, NM
TESTING	BSN-SANTA FE	SANTA FE, NM
ASPHALT CHIP SEAL	BLUE COLLAR CONSTRUCTION	SOCORRO, NM

(Use additional pages, if necessary.)

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Lurline D. McCorry or Jason E. Sisk of Albuquerque, New Mexico

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** **Dollars ($** **3,000,000.00** **)**

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

V. WRIGHT
Commission # 1996319
Notary Public - California
Los Angeles County
My Comm. Expires Dec 9, 2016

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of July, 2013.

Corporate Seals

Bond No. DUSED-
Agency No. 9700

Jeannie Lee, Assistant Secretary

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER *(Include ZIP Code)*

DONE RIGHT CONSTRUCTION, LLC
P.O. BOX 252
11 RANCHO DE VALENCIA
PECOS, NM 87552

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. [X] Yes [ ] No

2. Compliance reports were required to be filed in connection with such contract or subcontract [ ] Yes [X] No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. [X] Yes [ ] No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? [ ] Yes [X] No

NAME AND TITLE OF SIGNER *(Please type)*

CARLOS SEGURA, MANAGER

SIGNATURE Carlos S

DATE 7/24/2013

Replaces Form HUD-4238 CD-1, which is Obsolete

HUD-950.1 (11-

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

SUPPLEMENTS TO BID FORMS
Section 00441

DONE RIGHT CONSTRUCTION, LLC
Name of Prime Contractor

GREATER GLORIETA MDWCA REGIONAL WATER QUALITY & INFRASTRUCTURE PHASE I
Project Name

CDBG 12-C-NR-1-01-G-36
Project Number

SFC 2013-0246

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

CARLOS SEGURA, MANAGER
Name and Title of Signer (Print or Type)

Carlos S
Signature

7/24/13
Date

CONTRACTOR
SECTION 3 PLAN FORMAT

DONE RIGHT CONSTRUCTION, LLC (name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the Municipality/County of SANTA FE, New Mexico.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the municipality or county (as applicable), the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D.* To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E.* To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, however, feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

* Loans, grants, contracts, and subsidies for less than $10,000 will be exempt

As officers and representatives of (name of contractor) DONE RIGHT CONSTRUCTION we the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

Signature

MANAGER
Title

7/24/2013
Date

Signature

MANAGER
Title

7/24/13
Date

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	Number Positions Currently Occupied by Permanent Employees	Number Positions Not Currently Occupied	Number Positions to be filled with LIPAR*
Officers/Supervisors	2	2	ϕ	ϕ
Professionals				
Technicians				
Housing Sales/Rental Management				
Office Clerical				
Service Workers	1	1	ϕ	ϕ
Others				
TRADE:				
Journeymen	2	2	ϕ	ϕ
Helpers	3	3	ϕ	ϕ
Apprentices				
Maximum Number of Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Maximum Number of Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the County of Santa Fe whose family income does not exceed 80% of the median income of the State.

DONE RIGHT CONSTRUCTION, LLC
Company

TABLE A
PROPOSED SUBCONTRACTS BREAKDOWN

For the Period Covering SEPTEMBER, 20 13 through DECEMBER, 20 13
Duration of the CDBG-Assisted Project)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract	Total Number of Contracts	Total Approximate Dollar ($) Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar ($) Amount to Project Area Businesses*
SURVEYING	1	5,000	1	5,000
TESTING	1	10,000	1	10,000
CHIP SEAL	1	33,000	1	33,000

* The Project Area is coextensive with the County of Santa Fe's boundaries.

DONE RIGHT CONSTRUCTION, LLC
Company

GREATER GLORIETA MDWCA INFRASTRUCTURE PHASE I
Project Name

SFC 2013-0246
Project Number

EEO Officer (Signature)

7/24/13
Date

Exhibit 2-Q
Authority to Use Grant Funds

AUTHORITY TO USE GRANT FUNDS

Department of Finance and Administration
Local Government Division
Community Development Bureau

To: (name & address of responsible entity)	Copy To: (name & address of (sub recipient)
Santa Fe County P O Box 276 Santa Fe, NM 87504	

We received your Request for Release of Funds and Certification, Exhibit 2-L, on:	
Your Request was for the following CDBG Project Number:	12-C-NR-I-01-G-36

All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above CDBG Project Number. File this form for proper record keeping, audit, and inspection purposes.

CDBG Project Title: Water System Improvements
12-C-NR-I-01-G-36

CDBG Project Amount: $424,759.00

Typed Name of Authorizing Officer	Title of Authorizing Officer	Signature of Authorizing Officer	Date (mm/dd/yyyy)
Simon Saiz	Acting Assistant Bureau Chief	Simon P. Saiz	8/22/2013

JOINT POWERS AGREEMENT
BETWEEN THE
GREATER GLORIETA COMMUNITY
REGIONAL MUTUAL DOMESTIC WATER CONSUMERS
AND SEWAGE WORKS ASSOCIATION
AND
SANTA FE COUNTY

THIS AGREEMENT is made this _____ day of _____, 2013, and entered into by the **Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association** (hereinafter "GGMDWCA") and **Santa Fe County** (hereinafter "County") pursuant to the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1, *et seq.* The purpose of this Joint Powers Agreement (hereafter "Agreement") is to provide for the agreement to provide mutual assistance and cooperation for the completion of improvements to the GGMDWCA water system to the benefit of both parties.

WHEREAS, the GGMDWCA was incorporated as a domestic nonprofit in 2010 and commenced active water utility operations in 2012 by the merger of three former mutual domestics: Glorieta Estates Mutual Domestic Water Consumers Association, Glorieta Water Users Association, and East Glorieta Mutual Domestic Water Consumers Association. The three mutual domestics merged into the GGMDWCA. The purpose of the GGMDWCA is to improve the public health of the residents of the community of Glorieta and the greater Glorieta region through the acquisition, construction and improvement of water supply reuse, storm drainage and wastewater facilities;

WHEREAS, Santa Fe County is a political subdivision of the State of New Mexico and the GGMDWCA is a mutual domestic water association organized and existing as a domestic nonprofit corporation and a political subdivision of the State of New Mexico;

WHEREAS, the GGMDWCA needs to complete improvements to its water line to improve the water quality of the utility and improve the infrastructure to benefit its residents, community and citizens of the County;

WHEREAS, the GGMDWCA has secured $368,282.00 ("NMFA Loan/Grant No. 192-WTB," hereinafter referred to as "WTB funds") from the Water Project Fund administered by the New Mexico Finance Authority ("NMFA"), as authorized by the Water Trust Board (hereinafter "WTB") for improvements to the infrastructure of the water system that benefits the GGMDWCA;

WHEREAS, the County, on behalf of the GGMDWCA, applied for and received a Community Development Block Grant ("CDBG No. 12-C-NR-1-01-G-36") from the State of New Mexico in the amount of $424,759.00 to assist the GGMDWCA to make necessary improvements to its waterline system;

WHEREAS, the GGMDWCA has procured the services of licensed engineer HDR

Engineering, Inc. (the "Engineer") to design and provide construction administration for the construction of the improvements to the GGMDWCA waterline. The Engineer's estimate of probable construction cost of the waterline improvement project is $788,047.00;

WHEREAS, the County and the GGMDWCA are willing to cooperate to provide for the design and construction of the waterline improvements with funds from NMFA Loan/Grant No. 192-WTB and CDBG No. 12-C-NR-I-01-G-36;

WHEREAS, it is necessary for the parties to enter into this Agreement to provide for the duties and responsibilities in the construction, construction administration, ownership and maintenance of the water system improvements and each party's responsibilities; and

WHEREAS, the County and GGMDWCA are authorized by law to enter into this Joint Powers Agreement, and the common power to be exercised is to own, operate and maintain a public water utility system.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1
General Purpose of Agreement

1.1. The purpose of this Agreement is to state the agreement and understanding of the parties for the construction, ownership and responsibilities for continued operation and maintenance of the improved water utility system that serves the Village of Glorieta and the greater Glorieta region. The improvements to be completed pursuant to this Agreement are (hereinafter referred to collectively as the "Improvements"):

1. Installation of approximately 4,300 lineal feet of new 8" waterline, fittings and joint restraints;
2. Installation of gate valves;
3. Installation of fire hydrants;
4. Connections to the existing waterline system;
5. Replacement of 101 existing service connection with services that includes water meters and meter boxes equipped for remote meter reading;
6. Installation of automated/remote water meter reading hardware and software.

Construction will occur along Avenida Ponderosa in the unincorporated community of Glorieta to connect the portion of GGMDWCA's water utility system serving Glorieta Estates to the portion of GGMDWCA's water utility system serving the central portion of the unincorporated community of Glorieta. The waterline will be installed at a minimum depth of 4 feet from the ground surface and the existing roadway will be restored to its original condition consisting of a chip seal road surface.

Article 2
Obligations and Duties of the Parties

2.1 The County agrees to:

(1) To accept the Limited Assignment and assume the duties of the Owner under the Contract between GGMDWCA and the Engineer.
(2) To obtain a construction easement or license from BNSF for the portions of the BNSF right-of-way that will be affected by construction of the Improvements.
(3) Procure a construction contract for services of a qualified and licensed contractor to complete the construction of the Improvements in accordance with the Engineer's design and specifications.
(4) Cooperate with the GGMDWCA by providing documentation and information necessary for the GGMDWCA's submission of documentation and information for reimbursement of project expenses from WTB funds.
(5) To timely provide to GGMDWCA all necessary information and documentation held by the County that would assist the GGMDWCA in any audit requirement imposed on the expenditure or disbursement of the WTB funds or CDBG No. 12-C-NR-I-01-G-36.
(6) Upon issuance of final payment to the contractor, the County shall assign all rights and duties of the Owner under the construction contract to the GGMDWCA including any general guarantees or warranties regarding materials or workmanship and convey ownership of the Improvements to the GGMDWCA.
(7) Upon conveyance of the Improvements to the GGMDWCA, grant an easement to the GGMDWCA for the GGMDWCA's continued operation and maintenance of the waterline system and improvements.

2.2 The GGMDWCA agrees to:

(1) Assign its rights and duties to the County as stated in the Limited Assignment of Contract attached hereto as Exhibit A.
(2) Work with and cooperate with the County in GGMDWCA's performance of the duty to make payments to and compensate the Engineer including any determination regarding liquidated damages.
(3) To timely provide to the County all necessary information and documentation held by the GGMDWCA that would assist the County in any audit requirement imposed on the expenditure or disbursement of CDBG No. 12-C-NR-I-01-G-36 or the WTB funds.
(4) Cooperate with the County by providing documentation and information necessary for the County's submission of documentation and information for reimbursement or payment of funds from CDBG No. 12-C-NR-I-01-G-36.
(5) Accept the County's conveyance of the Improvements for continued operation and maintenance of the waterline and improvements.
(6) Obtain an easement or license from BNSF and the County for GGMDWCA's ownership and operation of the waterline system.

(7) Be fully responsible for the continued operation and maintenance of the waterline system and improvements.

Article 3
Funds to be Paid and Disbursed by the Parties

3.1 The parties agree that payment for completion of the Improvements described above shall be provided by both parties: Three Hundred Sixty-Three Thousand Two Hundred Eight-Two Dollars ($363,282.00) of WTB funds, part of which have been expended for the project prior to this Agreement, will be made available by the GGMDWCA and Four Hundred Twenty-Four Thousand Seven Hundred Fifty-Nine Dollars ($424,759.00) in CDBG Grant funds (CDBG # No. 12-C-NR-I-01-G-36) will be made available by the County.

3.2 The parties understand and agree that all funds shall be expended for allowable costs under the terms and conditions of the WTB funds and CDBG # No. 12-C-NR-I-01-G-36. The parties recognize that the WTB funds must be expended no later than October 14,2014 and CDBG No. 12-C-NR-I-01-G-36 no later than two (2) years from the date of the State of New Mexico's acceptance of the CDBG No. 12-C-NR-I-01-G-36 Grant Agreement.

Article 4
Term and Termination

4.1 This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico, and shall continue in full force and effect, subject to amendments, until terminated by the parties pursuant to this Agreement.

4.2 At all times during this Agreement's term, either party may terminate the Agreement for cause (i.e. any violation of this Agreement's terms). This Agreement shall not be terminated while the County has an ownership interest in the Improvements.

Article 5
Disposition of Property; Return of Surplus Funds

5.1 Upon expiration or termination of this Agreement, if either party has property or funds in its possession belonging to the other, the property and the funds shall be returned to each party and if less than the original amount of property or funds contributed remains, then returns shall be in proportion to the parties' original contribution.

5.2 Upon expiration or termination of this Agreement by the parties, the powers granted under this Agreement shall continue to the extent necessary to make an effective disposition of the Improvements and a full accounting.

Article 6
Appropriations

6.1 The terms of this Agreement are contingent upon sufficient appropriations and authorizations being granted by the New Mexico State Legislature and the Santa Fe County Commission, as appropriate. If sufficient appropriations or authorizations are not granted, the County may terminate this Agreement, or suspend performance pending approval of sufficient appropriations or authorizations, upon written notice from one to the other, regardless of any other provisions in this Agreement. The County's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the GGMDWCA.

Article 7
Insurance

7.1 The parties, each at its own expense, shall carry public liability insurance coverage consistent with the responsibilities of each entity under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.*

7.2 The insurance required by this Agreement shall be from a reliable insurance company and such policy shall be maintained in full force and effect throughout the duration of this Agreement. A copy of any insurance policy shall be provided to the other party at a party's request.

Article 8
Records and Audits, Strict Accountability

8.1 Both parties shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to the GGMDWCA, the County, State of New Mexico Department of Finance and Administration, New Mexico Finance Authority and the State Auditor upon request, and shall maintain all such records for three (3) years after this Agreement has expired or has been terminated.

Article 9
Liability

9.1 No party hereto shall be responsible for liability incurred as a result of one of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement shall be subject to the privileges and immunities of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.* as amended.

Article 10
Third Party Beneficiary

10.1 The parties to this Agreement do not and do not intend to create in the public, any member thereof, or any person, any right whatsoever such as but not limited to the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement.

Article 11
Dispute Resolution

11.1 Disputes shall be first discussed by representatives of each party having the authority, if necessary, to bind the party that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within thirty (30) days of the occurrence of the event or circumstances giving rise to the dispute, then either party may seek redress of their respective issues in a New Mexico state court of competent jurisdiction.

Article 12
Governing Law

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

12.2 The parties stipulate and agree that funding for this project and completion of the Improvements was sought prior to the adoption of Santa Fe County Resolution 2012-58 and that County Resolution 2012-58 does not pertain to this project or completion of the Improvements.

Article 13
Notice

13.1 Any notice, demand, request or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To County: County Manager
Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

With Copy to: Paul Olafson
Community Projects Division

Santa Fe County
P.O. Box 276
Santa Fe, NM 87504-0276

To GGMDWCA: Anna Hamilton, President
Greater Glorieta Community Regional Mutual
Domestic Water Consumers and Sewage Works
Association
P.O. Box 223
Glorieta, NM 87535

Article 14
Amendment

14.1 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration.

Article 15-
Entire Agreement

15.1 This Agreement contains the entire agreement between the parties hereto with regard to the matters set forth herein.

IN WITNESS WHEREOF, the parties have herein set their hand.

SANTA FE COUNTY

By: Kathleen S. Holian
Kathleen S. Holian, Chair
Santa Fe Board of County Commissioners

Date: March 26, 2013

ATTEST

Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk

Date: 4/1/2013

Approved as to form:

Stephen C. Ross
Santa Fe County Attorney

Date: March 23, 2013

GREATER GLORIETA COMMUNITY REGIONAL MUTUAL DOMESTIC WATER CONSUMERS AND SEWAGE WORKS ASSOCIATION

By: Anna Hamilton Date: 3/13/2013
Anna Hamilton, President

ATTEST:

By: [illegible] Date: 3/15/13

Approved as to form:

[illegible] Date: 3-13-2013
John L. Appel
Coppler Law Firm, P.C.

APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
(signature and title)

Limited Assignment of Contract

I. Assignment. For good and valuable consideration, the undersigned Greater Glorieta Mutual Domestic Water Consumers and Sewage Works Association (Assignor) hereby assigns, transfers and sets over to Santa Fe County (Assignee) rights, title and interest held by Assignor subject to certain exception and amendment, in and to the following described contract: **AGREEMENTS FOR ENGINEERING SERVICES (Publicly Funded Project) dated December 28, 2010 between The Greater Glorieta Water and Wastewater Association and HDR Engineering, Inc.**, as amended by Amendment No. 1 dated October 5, 2011, Amendment 2 dated February 22, 2012, and Amendment 3, dated July 24, 2012 (hereinafter referred to as the "Contract"). **This Limited Assignment of Contract specifically excludes Amendment 4 of the Contract, dated January 14, 2013.**

Purpose. The purpose of this Limited Assignment if for Assignee to administer and expend Community Development Block Grant No. 12-C-NR-1-01-G-36 obtained by the Assignee for the construction of a waterline connection and associated appurtenances between the Village of Glorieta and Glorieta Estates communities in Glorieta, New Mexico.

II. **EXCEPTIONS TO ASSIGNMENT**. Assignor's rights and duties under said contract are herein assigned to Santa Fe County **EXCEPT** the following provisions of the Contract and certain Exhibits for which the Assignor shall retain the rights, duties and obligations as OWNER:

1) Section A of the Contract, Article 7. Payment,
2) Section A of the Contract, Article 8(b)(1) – (4) Contract Time and Liquidated Damages as more specifically provided for at Paragraphs 2, 4, 5 and 8 of ATTACHMENTS,
3) Section B of the Contract, Paragraphs 1 and 2 of Engineering Services During the Planning Phase, Paragraph 3 of Engineering Services During the Design Phase, and Paragraphs 26 through 31 of Engineering Services During the Operation Phase,
4) Exhibit A to the Contract, PART 1, A1.01 (*Study and Report Phase)* through A.1.03.D.
5) Amendment 1, dated October 6, 2011, COMPENSATION on Page 3,
6) Amendment 2, dated February 22, 2012, in its entirety,
7) Amendment 3, dated July 24, 2012, COMPENSATION,
8) Amendment 4, dated January 14, 2013, in its entirety, and
9) Any subsequent amendments entered into between the Assignor and HDR Engineering for other phases of the Greater Glorieta Regional Water Supply Project that are unrelated to the expenditure of Community Development Block Grant No. 12-C-NR-1-01-G-36, unless otherwise stated in the amendment.

III. Amendments.

1) Assignor and Assignee agree that this Limited Assignment of Contract shall incorporate an amendment to the contract to insert the following provisions in SECTION A. as Article 22 (MACC for CDBG funded projects) and Article 23 (Federal Terms and Conditions for Professional Services (for CDBG funded projects).

EXHIBIT
A

22. Maximum Allowable Construction Cost (for CDBG funded projects)

(a) Evaluations of the Owner's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Engineer represent the Engineer's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by the Owner, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

(b) The Maximum Allowable Construction Cost (MACC) is established, as a condition of this Agreement, as a fixed limit of Construction Cost for design and bidding purposes. The Engineer shall be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the Bidding Documents to bring Construction Cost within the MACC. With the written consent of the Owner, the Engineer may also include in the Bidding Documents either additive or deductive alternate bids to adjust the Construction Cost to the fixed limit.

(c) The acceptance by the Owner at any time during Basic Services of a revised Statement of Probable Construction Cost in excess of the then established MACC will constitute a corresponding increase in the MACC to the extent indicated in the revised statement.

(d) The Owner shall provide a written response to the funding agency of their acceptance of the increased MACC. This written response shall identify the source of the additional funds (or other procedure for covering the cost).

(e) If bidding or negotiations with potential contractors have not commenced within two months after the Engineer submits Bidding Documents to the Owner, the Project budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding Documents to the Owner and the date on which bids are sought.

(f) The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the Owner with review by the funding agency may: a) give written approval of an increase in the MACC; b) authorize re-bidding the Project within a reasonable time, or c) cooperate with the Engineer in revising the Project scope and, as required to reduce the Probable Construction Cost.

(g) If the Owner elects to reduce the Probable Construction Cost, the Owner shall cooperate with the Engineer in revising the quality and scope of the Project; and the Engineer, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the MACC. The Engineer shall then assist the Owner through the Bidding process. When the cost estimate or an evaluation prepared by the Engineer indicates that the Project exceeds the MACC, the provisions outlined in this paragraph shall apply.

(h) The MACC shall not exceed Seven Hundred Eighty-Eight Thousand Forty-Seven Dollars ($788,047.00).

23. Federal Terms and Conditions for Professional Services (for CDBG funded projects)

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

(a) Termination of Contract for Cause. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer under this Contract shall, at the option of the Owner, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Engineer, and the Owner may withhold any payments to the Engineer for the purpose of set-off until such time as the exact amount of damages due the Owner from the Engineer is determined.

(b) Termination for Convenience of the Owner. The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the

Engineer. If the Contract is terminated by the Owner as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Engineer, paragraph 1 hereof relative to termination shall apply.

(c) Changes. The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this contract.

(d) Personnel.

1. The Engineer represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

2. All of the services required hereunder will be performed by the Engineer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

3. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.

(e) Assign ability. The Engineer shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Engineer from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

(f) Reports and Information. The Engineer, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(g) Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available

for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.

(h) Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Contract are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.

(i) Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

(j) Compliance with Local Laws. The Engineer shall comply with all applicable laws, ordinances and codes of the state and the Owner, and the Engineer shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

(k) Equal Employment Opportunity. During the performance of this Contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

2. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

3. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Engineer's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Engineer will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the Owner's representative may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

(l) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(m) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(n) "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(o) Interest of Members of the Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner, who exercises

any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Engineer shall take appropriate steps to assure compliance.

(p) Interest of other Local Public Officials. No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Engineer shall take appropriate steps to assure compliance.

(q) Interest of Engineer and Employees. The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

(r) Access to Records. The state funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

(s) All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.

2) Assignor and Assignee further agree that this Limited Assignment of Contract shall also incorporate an amendment to the Contract to indicate in SECTION D of the Contract (Special Provisions or Modifications to the Standard Language in this Agreement), a modification to Article 22(g) above. Insert into SECTION D the following:

2. SECTION A, Article 22(g) of this Agreement is deleted and replaced with:

(g) If the Owner in consultation with the Greater Glorieta Mutual Domestic Water Consumers and Sewage Works Association elects to reduce the Probable Construction Cost, the Owner in consultation with the Greater Glorieta Mutual Domestic Water Consumers and Sewage Works Association shall cooperate with the Engineer in revising the quality and scope of the Project. If requested by the Owner and approved by the Greater Glorieta Mutual Domestic Water Consumers and Sewage Works Association, the Engineer shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the MACC. The Greater Glorieta Mutual Domestic Water Consumers and Sewage Works Association will compensate the Engineer for any changes to the Drawings and Specifications to bring the Construction Cost within the MACC. The Greater

Glorieta Mutual Domestic Water Consumers and Sewage Works Association will compensate the Engineer for additional costs associated with a re-bid if the Owner with the concurrence of the Greater Glorieta Mutual Domestic Water Consumer's and Sewage Works Association determines that a rebid is necessary. The Engineer shall then assist the Owner through the Bidding process. When the cost estimate or an evaluation prepared by the Engineer indicates that the Project exceeds the MACC, the provisions outlined in this paragraph shall apply.

IV. Assignor warrants that said the Contract is in full force and effect and is assignable upon mutual consent of the parties thereto to the extent of this Limited Assignment set forth herein.

V. Assignee hereby assumes and agrees to perform the remaining executor obligations of Assignor under the Contract to the extent of the Limited Assignment set forth herein.

VI. Assignor warrants that the Contract as amended is without modification except as set forth in the amendments described herein, and remains on the terms thereon.

VII. Assignor further warrants that it has the right and authority to assign the Contract to the extent of the Limited Assignment herein, and that the Contract rights assigned herein are free of lien, encumbrances or adverse claim.

Signed this _____ day of _____, 2013.

Assignor Greater Glorieta Mutual Domestic Water Consumers and Sewage Works Association

Anna Hamilton Date: 3/13/2013
Anna Hamilton, President

Approved by HDR Engineering, Inc.

Date: 3/14/2013
[illegible] Redenbaugh, V.P. Operations Manager

Assignee Santa Fe County

Kathleen S. Holian Date: March 26, 2013
Kathleen S. Holian, Chair
Santa Fe Board of County Commissioners

ATTEST:
Geraldine Salazar Date: 4/1/2013
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:
Stephen C. Ross Date: March 12, 2013
Stephen C. Ross
Santa Fe County Attorney
March 23, 2013

Agency Concurrence – NMED Construction Programs Bureau

By: _____ Date: _____
(signature and title)

Daniel 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

Date: September 10, 2013

To: Santa Fe Board of County Commissioners

From: Erick Aune, Senior Transportation Planner

Cc: Robert Griego, Planning Manager
Penny Ellis-Green, Growth Management Director

Re: Introduction of a Resolution of Sponsorship for the Transportation Alternatives Program (TAP) and Maintenance Commitment declaring the eligibility and intent of Santa Fe County to submit an application to the New Mexico Department of Transportation for Federal Fiscal year 2014/2015 TAP funds for the Santa Fe County Rail Trail Project

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Background

The attached resolution outlines Santa Fe County's sponsorship and maintenance commitment of a TAP application for Federal Funds in the amount of $96,798.00 for Federal Fiscal Years 2014 and 2015 for BCC consideration. The MPO Policy Board approved this amount on August 29, 2013 and because this is a reimbursement grant, the full amount ($471,213) is currently budgeted for 2014.

The Transportation Alternatives Program (TAP) is a new Federal program authorized under Section 1122 of the Federal transportation funding act, Moving Ahead for Progress in the 21st Century (MAP-21). TAP provides funds for programs and projects for pedestrian and bicycle facilities.

The Rail Trail Segments 1-2 (See attached map) are currently under consideration for Federal Transportation Enhancement funding and this request is for Segment 4, a 1.46 mile segment located adjacent to the railway between Avenida Vista Grande and Avenida Eldorado within the community of Eldorado. The total estimated cost of Segment 4 is $471,213. If approved the County would be obligated for $398,349.00 with a Federal reimbursement of $96,798.00.

On August 22, 2013 staff submitted the TAP application to the Santa Fe Metropolitan Planning Organization. The MPO Policy Board has recommended the application be approved by the NMDOT. The deadline for this Resolution is Sept. 24, 2013.

Staff Recommendation

Staff recommends approval of the Resolution supporting the County's Transportation Alternatives Program (TAP) appliction for construction of Segment 4 of the Santa Fe County Rail Trail.

SANTA FE MPO TAP FUNDING SCENARIOS FOR FFY2014/2015

Funding Scenario - APPROVED BY THE TRANSPORTATION POLICY BOARD 08/29/13

FFY2014 - Fund Design of #1, Construction of #3 & #4 FFY2015 - Fund Construction of #1 & #4				#1 Santa Fe River Trail - Pedestrian Improvements	#2 Cerro Gordo Road - Pedestrian Improvements	#3 Santa Fe River Trail Connections and Improvements	#4 Santa Fe Rail Trail Segment 4
	FFY2014 Available Federal	FFY2014 Programmed Federal	FFY2014 Balance Federal				
Rural/Sm Cluster	$ 36,432	$ 36,432	$ -	$ -	$ -	$ -	$ 36,432
Lg Cluster/Sm UZA	$ 120,021	$ 120,021	$ -	$ 59,808	$ -	$ 60,213	$ -
Flexible	$ 211,322	$ 211,322	$ -	$ -	$ -	$ 189,787	$ 21,535
Total	**$ 367,775**	**$ 367,775**	**$ -**	**$ 59,808**	**$ -**	**$ 250,000**	**$ 57,967**
	FFY2015 Available Federal	FFY2015 Programmed Federal	FFY2015 Balance Federal				
Rural/Sm Cluster	$ 36,432	$ 36,432	$ -	$ -	$ -	$ -	$ 36,432
Lg Cluster/Sm UZA	$ 120,021	$ 120,021	$ -	$ 120,021	$ -	$ -	$ -
Flexible	$ 211,322	$ 211,322	$ -	$ 208,923	$ -	$ -	$ 2,399
Total	**$ 367,775**	**$ 367,775**	**$ -**	**$ 328,944**	**$ -**	**$ -**	**$ 38,831**
Two Year Total	**$ 735,550**	**$ 735,550**	**$ -**	**$ 388,752**	**$ -**	**$ 250,000**	**$ 96,798**
			Request TAP Funding	**$ 388,752**	**$ 388,752**	**$ 250,000**	**$ 72,864**
			Difference	**$ -**	**$ (388,752)**	**$ -**	**$ 23,934**

Note: Project #1 and #2 were submitted before the original August 2nd Deadline. Project #3 was submitted before the August 21st Deadline. Project #4 was submitted after the August 21st Deadline (on August 22nd).

SANTA FE COUNTY

RESOLUTION NO. 2013-

A RESOLUTION OF SPONSORSHIP FOR THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AND MAINTENANCE COMMITMENT DECLARING THE ELIGIBILITY AND INTENT OF SANTA FE COUNTY TO SUBMIT AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL FISCAL YEAR 2014/2015 TAP FUNDS FOR THE SANTA FE COUNTY RAIL TRAIL PROJECT

WHEREAS, Santa Fe County ("the County") acting through the Board of County Commissioners for Santa Fe County, has the legal authority to apply for, receive and administer federal funds;

WHEREAS, the County intends for staff to submit an application for Federal Fiscal Year 2014/2015 (FFY14/15) New Mexico Transportation Alternatives Program (TAP) funds in the amount of $96,798.00 as set forth by the Federal legislation, Moving Ahead for Progress in the 21st Century (MAP-21) and as outlined in the FFY 14/15 New Mexico TAP Guide;

WHEREAS, the Santa Fe Rail Trail named in the TAP application is an eligible project under New Mexico TAP and MAP-21;

WHEREAS, the County acknowledges availability of the required local match of 14.56% and the availability of funds to pay all upfront costs, since TAP is a cost reimbursement program;

WHEREAS, the County agrees to pay any costs that exceed the project amount if the application is selected for funding;

WHEREAS, the County agrees to maintain the Rail Trail Project if constructed with TAP funding for the useable life of the project;

WHEREAS, Santa Fe County supports the continued phased improvements of the Santa Fe Rail Trail specifically called out as segment 4 extending from Avenida Vista Grande (mile point 6.5) to Avenida Eldorado (Mile Point 4.86), a distance of approximately 1.46 miles in length that is ideally suited for projects contemplated by the Transportation Alternatives Program with the integration of travel modes while simultaneously improving the cultural, historic and environmental aspects of Santa Fe County's transportation infrastructure; and

WHEREAS, the Santa Fe Rail Trail project has been identified in the County Capital Improvement Program (144 FY13-0242 Santa Fe County Rail Trail) and has been identified in the State of New Mexico Infrastructure Capital Improvement Plan (24659 2014-P2 Santa Fe County Rail Trail).

NOW, THERFORE, BE IT RESOLVED BY the Board of County Commissioners of Santa Fe County, New Mexico, that:

1. Santa Fe County authorizes that Santa Fe County staff to submit an application for FFY14/15 New Mexico TAP funds in the amount of $96,798.00 for the Santa Fe County Rail Trail from the New Mexico Department of Transportation (NMDOT) on behalf of the citizens of Santa Fe County;

2. Santa Fe County assures the NMDOT that if TAP funds for the Santa Fe County Rail Trail are awarded, sufficient funding for the local match and for upfront project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount will be paid for by Santa Fe County, New Mexico;

3. Santa Fe County assures the NMDOT that if awarded TAP funds for the Santa Fe County Rail Trail in an amount not to exceed $96,798.00, sufficient funding for the operation and maintenance of the funded TAP project will be available for the life of the project;

4. The County Manager of Santa Fe County is authorized to enter into a Cooperative Project Agreement with the NMDOT for construction of the Santa Fe County Rail Trail project using these funds as set forth by MAP-21 on behalf of the citizens of Santa Fe County. The County Manager is also authorized to submit additional information as may be required and act as the official representative of Santa Fe County in this and subsequent related activities;

5. Santa Fe County assures the NMDOT that Santa Fe County is willing and able to administer all activities associated with the proposed project.

PASSED, APPROVED AND ADOPTED THIS____ DAY OF SEPTEMBER, 2013

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By:_____
Kathy S. Holian, Chair

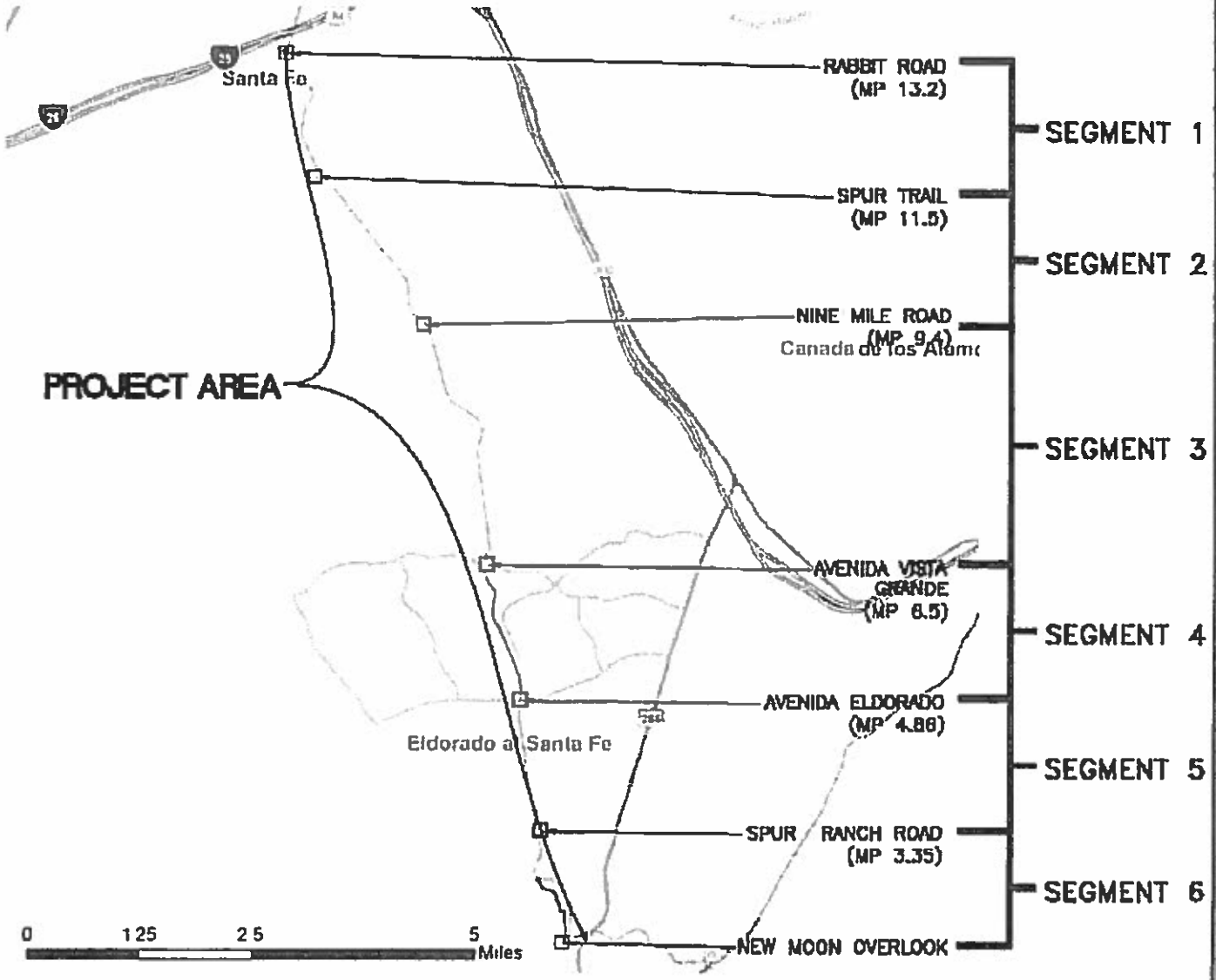
ATTEST:

_____
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

_____
Stephen C. Ross, County Attorney

Implementation



New Mexico DEPARTMENT OF TRANSPORTATION

PROJECT IDENTIFICATION FORM (PIF)

INSTRUCTIONS: Please complete all sections thoroughly.
See the end of this document for required distribution.

1. **Date of Submittal:** 08/22/2013 *2.* **Initial or Revised PIF? Revised PIF.**

3. **Is this project phased? Yes. If phased:** 2

4. **Sponsoring public entity:** Santa Fe County *5.* **Project Name:** Santa Fe Rail Trail
Note: per MAP-21, Non-Profit Organizations cannot be lead agencies, but they can contribute to projects.

6. **Is the project on the ICIP? Yes. If yes, year and priority #:** 2014

7. **Is the project in or consistent with a MPO/RPO/Local planning document? Yes.**
If yes, which document (MTP/SLRP/TTP/etc.): SFM Bicycle Master Plan 2012

8. **Is the project in the STIP? Yes. If yes, year(s):** 2012 **Control #:** S1000040

9. **Is the project on the MPO TIP/RPO RTIPR? Yes. If yes, which year(s):** 2012
Notes: Please contact your MPO/RPO planner if this project is not in any local planning documents; if it is, please include the first page and the page on which the project is listed for any relevant documents.

10. **County: Santa Fe** *11.* **US Congressional District: 3**

12. **New Mexico House District:** 47/48 *13.* **New Mexico Senate District:** 25

14. **Contact Person and/or PDE:** Erick J. Aune, Senior Transportation Planner

15. **Address:** 102 Grant Avenue P.O. Box 276

16. **Phone:** 505.986.6214 *17.* **Fax:** 505.820.1394 *18.* **E-mail:** eaune@santafecounty.org

19. **MPO or RPO: Santa Fe MPO** *20.* **NMDOT District #: 5**

Project Description

21. **In the space below, please provide a narrative describing the Project, its Purpose and Need,** i.e., the rationale behind the project. *If this project has or will go through the NEPA process, the description below should match the NEPA description as closely as possible.*

The Santa Fe Rail Trail is a 13 mile long improved natural surface trail that parallels the Santa Fe Southern Railroad beginning at Rabbit Road, near the Santa Fe City Boundary, and terminating in the Village of Lamy, NM. It functions as both an alternative transportation route and as a recreational facility for bikers and pedestrians, and is intended for strictly non-motorized use. This request is for funding for construction of Segement 4 a 1.64 mile section running from Avenida Vista Grande south to Avenida Eldorado in the Community of Eldorado.

22. **Select an Improvement Type for the project: 28 Facilities for Pedestrians, Bicycles**

Notes: See FMIS Improvement Type Codes for complete improvement descriptions. List additional improvement types here: Enter improvement type(s), including improvement type number.

Project Details (fill out where applicable)

23. **Route # or (Street) Name:** Santa Fe County Rail Trail *24.* **Length (mi.):** 1.64 miles

25. **Begin mile post/intersection:** MP 6.5 *26.* **End mile post/intersect.:** MP 4.86

27. **Directions from nearest major intersection or landmark:** Withing the Community of Eldorado adjacent to US 285 and near I-25 specifically found between Avenida Vista Grande and Avenida Eldorado

28. **Google Maps link (see tutorial for help):** http://goo.gl/maps/mQ4H7

29. **Roadway FHWA Functional Classification(s):** Select a road type, or enter road types.

Funding Information

30. **Has this project received Federal funding previously? Yes. If yes, which years? 2011 Which program(s)?** Transporation Enhancement Funds

Please Itemize the Total Project Costs by Type

31. **Environmental/Planning:** Enter $ amount. *32.* **Preliminary Engineering:** Enter dollar amount.

33. **Design:** Enter dollar amount. *34.* **Right-Of-Way:** Enter dollar amount.

35. **Construction:** $471,213 *36.* **Other (specify):** Enter cost type, dollar amount.

Funding Sources

List all sources and amounts of funding, both requested and committed, for the project.

37. **Total Project Cost Estimate:** $471,213

38. **Local/County/Tribal Gov't Funds*:** $398,349.00 [Committed]

39. **State Funds:** Enter dollar amount. [Select Existing or Requested]

40. **Tribal Transportation Program (TTP):** Enter dollar amount. [Select Existing or Requested]

41. **Other Federal grants:** Enter dollar amount. [Select Existing or Requested]

42. **Federal Funds** (STP/CMAQ/TAP funds requested): 72,864.00

** Identify the specific local/ city/ county/ tribal government fund(s) source, such as gas tax, sales tax, etc.*

Project Readiness

This is a list of certifications, clearances, and other processes that could apply to the project. These steps may not be required at this time, but could be necessary at a later date. Identify the **date** that the certification or clearance was received **OR** if a certification/ clearance is under way **OR** will be started in the future **OR** the step is not applicable (N/A). **Do not leave any field blank.**

43. **Public Involvement:** 10/28/2010

44. **Right of Way:** TBS - 12/01/2013

45. **Design:** 07/26/2013

46. **Environmental Certification**:** TBS - 12/01/13 Biological Investigation Completed and Cultural Resource Investigatin to be Completed by 10/01/2013

47. **Utility Clearances:** TBS - 12/01/2013

48. **ITS Clearances:** TBS -12/01/013

49. **Railroad Clearances:** TBS-12/01/2013

50. **Other Clearances:**

** NEPA assessment may evaluate: Threatened & Endangered Species, Surface Water Quality (Clean Water Act), Ground Water Quality, Wetlands, NPDES Permit, Noxious weeds, Air Quality Analysis, Noise Analysis, Hazardous Materials Analysis, and other areas; 4-F properties. NHPA Section 106 Cultural Resources Investigation may include: coordination with land management agencies and State Historic Preservation Officer, Cultural Properties Inventory (buildings recorded), Traditional Cultural Property Inventory (consult with appropriate Native American tribes), Tribal Historic Preservation Officer and State Historic Preservation Officer. **For a full list of environmental and cultural areas that may be evaluated, see the Tribal/Local Government Agreement Handbook.**

Project Planning Factors

Below are the federally mandated planning factors for all transportation projects. Please check all that apply and provide a brief explanation of how the project addresses the factor. Comment area will expand as needed. **NOTE: if you are applying for TAP funds, leave this section blank and complete the supplemental TAP application.**

51. ☐ **Economic Vitality:** Type explanation.

52. ☐ **Safety for Motorized and Non-motorized Users:** Type explanation.

53. ☐ **Security for Motorized and Non-motorized Users:** Type explanation.

54. ☐ **Accessibility and Mobility of People and Freight:** Type explanation.

55. ☐ **Environment, Energy Conservation, Quality of Life:** Type explanation.

56. ☐ **Integration and Connectivity:** Type explanation.

57. ☐ **System Management and Operation:** Type explanation.

58. ☐ **System Preservation:** Type explanation.

REQUIRED DISTRIBUTION

59. **Send a completed electronic version** to appropriate **RPO/MPO**, **District staff**, and **NMDOT Planning liaison**.

New Mexico DEPARTMENT OF TRANSPORTATION

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

INSTRUCTIONS: Applicants are required to read through the FFY14/15 New Mexico TAP Guide prior to completing this application. Please complete the Project Identification Form (PIF) first, and then complete this TAP application form.

Introduction

As outlined in the FFY14/15 NM TAP Guide, this application will be used by all of the New Mexico RPOs and MPOs to score and rank projects submitted for TAP funding. The process is competitive and the highest scoring projects within each MPO/RPO will be the first priority for funding.

Please refer to the FFY14/15 New Mexico TAP Guide when filling out this application, as the Guide provides information on the application questions, the overall TAP process, eligible entities and eligible projects. *Before submitting an application, local agencies are required to consult with their MPO/RPO to ensure eligibility.*

Basic Project Information

A. Date of Submittal: 08/22/2013

B. Sponsoring public entity: Santa Fe County

C. Project Name: Santa Fe River Greenway Trail

Project Readiness and Planning

Two of the most critical factors in project selection are Project Readiness and Planning. MPOs and RPOs will score these factors based upon information you provide on the PIF and your supporting documentation. NMDOT does not expect that most TAP projects will score highly on project readiness; however, preference will be given to those projects closer to "shovel ready."

Project Readiness: Scorers will refer to the "Project Readiness" section of the PIF. *Applicants must provide documentation of all certifications/clearances/proofs of exemption received*, in order to score points. Applications will receive 5 points each for documented: Right-of-Way, Design, Environmental, Utility, Intelligent Transportation Systems (ITS), and Railroad.

Planning: Scorers will refer to the first page of the PIF, where applicants indicate if the project is part of the local Infrastructure and Capital Improvements Plan (ICIP) and/or other plans. Additionally, *applicants must provide documentation of all plans in which the project is identified*. Please include the cover sheet and the page(s) where the project is referenced. *Do not send entire plans*. If documentation is provided indicating that the project is in the ICIP, the application will receive 5 points. Two additional points will be awarded for each additional plan that includes the project, up to a maximum of 10 points. For a list of eligible planning documents, refer to page 14 of the NM TAP Guide.

Additional Scoring Factors

Beyond project readiness and planning, TAP projects are evaluated on the following factors, which are derived from the "planning factors" outlined in Federal transportation legislation. Responses to the questions will be scored according to the following scale:

5 points: The application demonstrates a thorough understanding of how this factor applies, and provides clear and compelling documentation on how the project meets and exceeds the factor.

4 points: The application demonstrates a thorough understanding of how this factor applies, and provides some documentation on how the project meets the factor.
3 points: The application demonstrates a basic understanding of this factor, and provides minimal documentation on how the project meets the factor.
2 points: The application demonstrates a basic understanding of this factor in general, but does not provide any documentation on how the project meets the factor.
1 point: The application demonstrates very little understanding of this factor, and does not provide any documentation on how the project meets the factor.
0 points: Does not meet factor.

In your application packet, provide any supporting documentation that is referenced in your responses to 1-6 below.

*Your responses are **limited to 250 words** for each question below.*

1. Economic Vitality

Provide detailed information on how your eligible TAP project will benefit local, regional and/or state economic development efforts. Please cite and provide any supporting documents or studies.

Santa Fe County recognizes the importance of environmental stewardship and accessible outdoor recreational facilities as a cornerstone for economic vitality. The 2010 Santa Fe County Sustainable Growth Management Plan targets outdoor recreation and ecotourism as a "key" to sustainable economic development. (Pg. 61 Sec. 3.1.2 Keys to Sustainability, 2010 SGMP) Ecotourism and Outdoor Recreation is specifically called out as an industry in itself and and as a critical component for the attraction of a diverse employment market. "First and foremost, a healthy environment with connected, protected and accessible natural areas is critical." (Pg. 66 3.2.4.5 Ecotourism and Outdoor Recreation, 2010 SGMP) The Santa Fe Rail Trail is an example of the need for coordinated public investment by both the City and County of Santa Fe. Culturally, the Trail is a retracement of the old Atchinson, Topeka and Santa Fe Railway that is now owned by the Santa Fe Southern Railway and still connects Santa Fe with the Lamy, NM Station. The Santa Fe Rail Trail will complement the historic rail line and serve as a national and international tourist destination while concurrently supporting a healthy local community.

2. Safety and Security

Please explain the safety issue you are trying to address and provide any available data. Describe how your eligible TAP project will increase the safety and security of different user groups by making it safe for them to walk, bicycle or access public transit in their community. Please cite and provide any supporting documents or studies.

Demographically, the County of Santa Fe and the City of Santa Fe are seeing robust growth patterns to the South and Southwest of downtown. These patterns of development typically offer affordable and mixed income housing ranges for the community. The location of this segment follows the growth pattern and provides an alternative corridor of access directly downtown. Design improvements will provide a safer passage with a design characterized by consultants Loris and Associates: "The Santa Fe Rail Trail is an important link in the county's network of trails. The county's goals for this section of trail involves sustainability, user safety, minimizing environmental impact, NMDOT coordination, and the ability to construct a trail as natural as possible. Loris was able to successfully design a trail that seamlessly integrated natural features, proposed enhancements and safety features that resulted in a hybrid between mountain trail and NMDOT urban trail." (2013 Loris and Associates Web Site) Additional design outcomes for safety issues include moving the trail further away from the train tracks for the accommodation of the safe passage of multiple users in any given location.

3. Accessibility and Mobility through Integration and Connectivity

Please describe how your eligible TAP project will increase accessibility and mobility through the integration and connectivity of transportation networks. Please cite and provide any supporting documents or studies.

The Rail Trail Corridor is part of a vital backbone of connected trail segments that connect the burgeoning areas of growth with the key employment bases including historic downtown. A distinct advantage of this corridor is that it retraces development patterns around the use of the railroad which still retain critical live, work and play areas of the community. The corridor connects the Community College and Community College District directly via the Spur Trail and further connective alignments are being planned. As the trail moves toward downtown it is further met with multiple road and path interfaces providing users with a high level of accessibility throughout the network. The Community of Eldorado with population estimate of 6,130 (2010 Census Data) will be a primary commuter and recreation based place beneficiary providing additional accessibility to the Community College District and beyond.

4. Protection and Enhancement of the Environment

Please provide information as to how your TAP project will promote environmental conservation. Please cite and provide any supporting documents or studies.

The Santa Fe Rail Trail is part of a much larger trail network aimed at honoring the natural integrity of the adjacent landscape. The design ethic used to approach this project specifically balanced the need for accessibilty and mobility with minimal interference of the natural landscape. Realignment and design by Loris and Associates will be constructed according to Sustainable Trail Design Principles with added drainage and erosion control treatments and vegetation will be restored in adjacent degraded areas.

Please describe how your TAP project will improve the quality of life for community residents. Please cite and provide any supporting documents or studies.

Though quality of life can be a subjective concept, Santa Fe County's investment in the Rail Trail and other open space and trails project is a commitment to advancing recreational opportunities across the socio-economic demographics of Santa Fe County. Equally as important this vital trail corridor increases mobility options and expands accessibility opportunities for all members of the community. The investment in the Rail Trail supported by the 2010 Sustainable Growth Management Plan details a quality of life commitment: "The open vistas and public lands, parks, areas, trails, scenic landscapes enhance the quality of life and economic value in the County. Open space, parks, recreation areas, trails, scenic lands and vistas attract businesses and ecotourism and strengthen the county's communities by providing opportunities for residents to recreate and connect with the landscape and nature." (Pg. 107; 2010 SFC Sustainable Growth Management Plan)

Please explain how your TAP project will help achieve the community's desired land use goals, as described in local planning documents. Please cite and provide any supporting documents or studies.

The Santa Fe Rail Trail is a defining circulation component of the easterly boundary of the Community College District Plan. "The County's Rail Trail follows the Santa Fe Southern tracts at the eastern edge of the District. Trails are integral to the connected open space system and to the walkability of Village Zones, providing both transportation corridors and recreational opportunities." (Pg. 33, 2000 Santa Fe Community College District Plan and included on the Figure 5 of the Preliminary Circulation Map) The Rail Trail is called out in the 2010 SFC Sustainable Growth Management Plan on page 110 as a critical facility and on page 111 as part of the Open Space and Trails Map 6-1. The 2010-2035 Santa Fe Metropolitan Transportation Plan highlights the interconnectivity of the City of Santa of Fe and Santa Fe County portions of the Rail Trail on page 57 and within figure 3-10 Existing Arterial Bikeway System and page 123 within figure 6-3 Future Regional Bikeways System Map. The Rail Trail is mentioned extensively within the 2012 Santa Fe Metropolitan Bicycle Master Plan and listed under Table 8. Page 92, Phase A Recommended Improvements, with Anticipated Lead Agency and Cost Estimate. Further detail is outlined within the plan: "South of Rabbit Rd is roughly 11.6 miles of soft-surfaced Rail Trail to Eldorado

and US285. The County is currently starting improvements to this trail in order to satisfy easement requirements of the NMDOT, the owner of the right-of-way and in order to provide a more accessible facility that may make for a more efficient commuter bikeway as well." (Pg.7-4 SFM Bicycle Master Plan 2012) The Rail Trail is also found on the County's CIP, FY13-0242, SF Rail Trail, 1.7 Million

5. Efficient System Management and Operation

Please describe how your eligible TAP project will promote efficient system management and operation, particularly with regard to the maintenance of the TAP-funded improvement. Please cite and provide any supporting documents or studies.

Santa Fe County is committed to managing and maintaining the Rail Trail. Existing elements and proposed improvements fall in line with a management and maintenance program that is supported by the Open Space and Trails Program. The program has full time staff dedicated to monitoring trail development and systematic improvements. Santa Fe County specifically provides annual funding for trail needs. The management aspect goes beyond trail maintenance and strives to incorporate new trail segments into any network wide marketing strategies that highlight accessibility and desired use for both locals and tourists.

6. System Preservation

Please explain how your eligible TAP project will enhance, preserve or offer an adaptive reuse of existing infrastructure. Please cite and provide any supporting documents or studies.

The design of the Rail Trail project within the jurisdiction of Santa Fe County is purposefully focused on improving and adusting the existing unimproved trail alignment to both satisfiy the needs of the railway right-of-way owners, the NMDOT and to construct a sustainable design that will mitigate drainage and use impacts over time.

Application Submission

Please submit two copies of your entire application package to your MPO/RPO planner or contact. See page 21 of the NM TAP Guide for this information.

Your application should include:

1. NMDOT Project Identification Form (PIF)
2. TAP Application
3. Resolution of Sponsorship from the sponsoring entity, indicating proof of local match, maintenance commitment, and available budget to pay project costs up front.
4. Letter(s) of support from the jurisdiction(s) that has ownership over affected right(s)-of-way. This is only required if the project is not entirely within the jurisdiction of sponsoring entity.
5. Any documentation—such as plans, certifications or studies—that are referenced and support the application.

Santa Fe County

Fiscal Impact Report

Department / Division: Growth Management

Action Item to be Considered: Resolution of Sponsorship: Federal Highway Funds Rail Trail

Agreement Number:

Indicate with a ☑ below	Section 1 -Identify the type of document below for BCC Consideration and Approval
☑	Revenue, e.g. Grant, charges and fees, etc.
☐	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
☐	Loan/Grant Agreement
☐	Other:

Indicate with a ☑ below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
☐	General Fund, e.g. property taxes, gross receipt taxes, etc.
☐	Special Revenue Funds, e.g. Fire, Indigent, etc.
☐	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
☐	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
☑	Grant Funds. If yes, indicate the percentage and amount required % and/or $, and source. % $ 471,213 Source GRT
☐	Other:

Section 3 - Ongoing operations and maintenance (O&M) requirements:
Short Term (Specify needs for the current fiscal year only) N/A
New FTE's # N/A Position N/A Hourly Rate $ N/A Current Fiscal Year Cost $ N/A Annual Cost $
Initial Costs (Vehicle, computer, office space, etc.) N/A

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

The Santa Fe County Rail Trail is a 13 mile trail project. This funding is for Segment 4 through Eldorado.

Current Fiscal Year Cost $ N/A **Annual Cost $** 2800.00

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Existing staff Public Works maintenance staff will provide service to this trail. Maintenance will include keeping the trail clear of debris and weeds and any occasional repairs due to high volumes of rain runoff. Approximate cost of staff resources for projected maintenance time is averaged out at 8 hours per month.

Salary & Benefits:

Existing staff resources

All other expenses:

Existing equipment

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

This is a reimbursement federal grant. The total project estimate is $471, 213.00 which is budgeted via County GRT revenues. If awarded, the County will be reimbursed $96,798.00

Current FY Estimate $ N/A

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate $ 96,798 **Total (next 4 years) $** 96,798

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

The Federal Highway Administration has funding available for trails and pedestrian facilities called the Transportation Alternatives Program and funds are reimbursed for eligible projects. The estimated cost of Segment 4 of the Rail Trail is $471,213 budgeted via County GRT. If awarded, the County would be reimbursed 96,798 in FY14. If awarded a Cooperative Project Agreement will be required between the County and NMDOT where budget and reimbursement details will be outlined.

Prepared by Erick J. Aune **Reviewed by**

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: *September 10, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Liegland, Public Works Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: APPROVAL OF LEASE AGREEMENT BETWEEN SANTA FE COUNTY AND ESPANOLA PUBLIC SCHOOL DISTRICT

DISCUSSION

The Bennie J. Chavez Senior and Community Center is situated on property owned by the Espanola Public Schools District in Chimayo. The long-term lease was first approved in 1979 and a subsequent amendment expired in 2012. This agreement would extend the lease until April of 2014. The Espanola Public Schools District has expressed interest in divesting themselves of this property. The lease will give time for the County to work towards acquisition of this property from the Espanola Public Schools District.

REQUESTED ACTION

Please approve the above referenced lease.

LEASE AGREEMENT
BETWEEN SANTA FE COUNTY
AND
THE ESPANOLA PUBLIC SCHOOL DISTRICT

THIS AGREEMENT is made and entered into on the _____day of _____, 2013, by and between Santa Fe County (hereinafter referred to as the "County") and the Espanola Public School District, 714 Calle Don Diego (hereinafter referred to as "Espanola Schools").

WHEREAS, the County and the Espanola Municipal School District entered into a Lease Agreement dated April 30, 1979 (the "1979 Lease") wherein the Espanola Schools agreed to lease to the County certain real property, described in the 1979 Lease by reference to "Exhibit A," for public purposes as the County may determine;

WHEREAS, the 1979 Lease was amended in 1987 solely to extend the term of the Lease to April 29, 2012;

WHEREAS, since April 2012, by mutual agreement of the parties, the County has continued to use, occupy and benefit from its leasehold interest in the property and wishes to lease the property for a period of one (1) year with the option to renew thereafter.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In consideration of the mutual covenants and agreements between the parties, Espanola Schools agrees to lease the property, described in the 1979 Lease, as amended, a copy of which is attached hereto and incorporated by reference to "Attachment 1", to the County on the same terms and conditions as 1979 Lease Agreement, as amended, for a term of one year (1) year commencing on April 30, 2013.

2. The parties also agree to delete Paragraph 2 of the 1979 Lease, as amended, in its entirety and replace it with the following:

> 2. The term of this Lease shall be for a period of one (1) year beginning on April 30, 2013 and ending on April 30, 2014.

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

SANTA FE COUNTY

_____ Date: _____

Kathleen S. Holian, Chair
Santa Fe Board of County Commissioners

ATTEST:

_____ Date: _____
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

_____ Date: 8/27/13
Stephen C. Ross
County Attorney

Finance Department

_____ Date: 8/27/13
Teresa C. Martinez
Director

ESPANOLA PUBLIC SCHOOL DISTRICT

_____ Date: _____
Dr. Daniel Trujillo
Superintendent

_____ Date: _____
Ralph Medina
President
Espanola Public School Board

LEASE

THIS LEASE is entered into as of the 30th day of April, 1979, between THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY (referred to in this Lease as "County") and ESPANOLA MUNICIPAL SCHOOL DISTRICT (referred to in this Lease as "Espanola Schools").

1. The Espanola Schools leases to the County the real estate described in Exhibit "A" attached to this Lease, together with all improvements thereon and all furniture, personal property and fixtures therein.

2. The term of this Lease shall be for a period of 25 years beginning on the 30th day of April, 1979, and ending at midnight on the 29th day of April, 2004.

3. The County shall pay as rent to Espanola Schools at such place as Espanola Schools may designate in writing from time to time for this purpose, the sum of $1.00 each year on or before January 30th.

4. The County agrees that it has examined the premises prior to the execution of this Lease and knows the condition of the premises and accepts the condition of the premises as is.

5. Espanola Schools agrees that the County may make such improvements on the premises for public purposes as the County may, in its discretion, determine. Upon the termination of this Lease, the County shall receive from Espanola Schools compensation for the fair market value of such improvements should Espanola Schools and the County not renew this Lease upon the same terms and conditions.

6. Espanola Schools shall not be liable for any damage to persons or property arising from any act of negligence of the County, or its sublessees, or from the use, maintenance or occupation of the premises by the County, and the County hereby agrees to indemnify and hold harmless Espanola Schools from any and all

claims and liabilities for damage to persons or property arising from the County's use and possession of the premises.

7. Lessee shall at all times carry fire and extended coverage insurance on the buildings on the leased premises in the minimum unit prescribed for insurance of public buildings. Such insurance shall be payable to lessor and lessee. In the event of a loss and the inability of the parties to agree on disposition of insurance proceeds, the matter shall be decided by the Secretary of Finance and Administration, whose decision shall be final.

8. The County shall not assign all or any portion of this Lease without first obtaining the written consent of Espanola Schools.

9. This Lease incorporates all the agreements and understandings between Espanola Schools and the County concerning the subject matter, and all such understandings have been merged into this written Lease.

10. This Lease may not be amended except in writing executed by Espanola Schools and the County. It is specifically enforceable.

ESPANOLA MUNICIPAL SCHOOL DISTRICT

By _____

Its _____

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By _____

JOHN R. ERTA, Chairman

APPROVED:

_____

EARL W. POTTER
County Attorney

ATTEST:

_____

CAROLINE HOBGOOD
County Clerk

STATE OF NEW MEXICO)
: ss.
COUNTY OF RIO ARRIBA)

The foregoing instrument was acknowledged before me this 30th day of April, 1979, by Eutimio Lugan Jr. Chmn. of Board of the ESPANOLA MUNICIPAL SCHOOL DISTRICT.

Notary Public

My Commission Expires:
2/8/82

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

The foregoing instrument was acknowledged before me this 2nd day of May, 1979, by [illegible] Chairman of the BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY.

Notary Public

My Commission Expires:
2/22/82

OFFICIAL SEAL
Signature
PATRICIA ANN GARCIA
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires: 2/22/82

EXHIBIT A

Chimayo School Property

DOCUMENTO GARANTIZA — Impreso y de venta por la Compañía Impresora de Nuevo Mexico, Santa Fe, N. M.

ESTA ESCRITURA, Hecha y convenida hoy dia doce de Marzo A. D. mil novecientos y treinta y seis por y entre Sabino Trujillo del condado de Santa Fe Estado de Nuevo Mexico, parte de la primera parte, y Pedro Trujillo, Manuel Vigil y Camilo Trujillo directores de escuela actuando y representando al dicho distrito no. 20 del condado de Santa Fe Estado de Nuevo Mexico, parte de la segunda parte:

DA FE, Que la dicha parte de la primera parte, por y en consideración de la suma de $325.00 trescientos veinte y cinco pesos dinero legal de los Estado Unidos, a el en mano pagado por la dicha parte de la segunda parte, el recibo de la cual es por esta acusado, la dicha parte de la primera parte ha concedido, contratado vendido, traspasado, y confirmado, y por estas presentes concede, contrata, vende, traspasa e confirma a la dicha parte de la segunda parte y a sus herederos, asignados e sucesores, para siempre, todo solar o trecho de terreno o propiedad rais, descrito a continuacion, situado en, dentro y estando en el Condado de Santa Fe y Estado de Nuevo Mexico, a saber: Un trecho de terreno situado en el Condado de Santa Fe, distrito no. 20. Dicho cuarteron se compone de su ancho de medida de norte a sur (59 yds. 2 pies) cincuenta y nueve yardas y dos pies; de largo inside (214 yds.) doscientas catorce yardas. Los linderos de dicho cuarteron son como sigue: Norte, Tierras de Juanita Trujillo; Oriente, terreno del gobierno; Sur, tierras de Nicasio Ortega; Poniente, el camino Publico.

juntamente con todo y singular tenencias y herencias y pertenencias a las mismas correspondiente y tambien el estado, derecho, titulo e interes, cualquiera que sea tanto en la ley como en la equidad de la dicha parte de la primera parte de y en la misma en toda parte y porcion de la misma, con sus pertenencias.

PARA TENER Y POSEER, las dichas premisas, arriba concedidas y descritas, con las pertenencias, a la dicha parte de la segunda parte, sus herederos, sucesores e asignados, para siempre.

Y la dicha parte de la primera parte, por sus herederos, ejecutores, administradores, sucesores e asignados, conviene, concede, vende y conviene en y con la parte de la segunda parte, sus herederos, ejecutores, administradores, sucesores e asignados, que, a la hora de entregarse y sellarse estas presentes, el estaba en pleno derecho de las premisas arriba concedidas, como estado de herencia legal y que tiene buen derecho, pleno poder y autoridad legal para concedér, tratár, vendér y entregár la misma en la forma y manera ya dicha y que las mismas están libres y limpias de todas otras concesiones, tratos, ventas, entregas, hipotecas, gravamientos, impuestos y obligaciones anteriores, de clase o forma cualquiera; y qué la dicha parte de la primera parte, garantiza y defendera, para siempre, la quietúd del titulo de las premisas arriba concedidas a la parte de la segunda parte, sus herederos, sucesores e asignados, encontra de todas o cualquier persona o personas que legalmente reclamen o hagan reclamo de toda o cualquier parte de ello.

EN TESTIMONIO de lo cual, la parte de la primera parte ha puesto a esto, su mano y sello el dia y año, primeramente arriba escritos.

Firmado, Sellado y Entregado en la Presencia de

Ovedenio Chavez — Sabino Trujillo (Sello)

Martha Ortega — (Sello)

(Sello)

Attachment 1
Pg 4 of 4

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: *Aug 14, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting Sep 10, 2013*
RESOLUTION NO. 2013-___, A RESOLUTION ADOPTING THE SANTA FE COUNTY, COUNTY IMPROVEMENT DISTRICT POLICY AND APPLICATION PROCEDURES FOR THE EVALUATION AND APPROVAL OF APPLICATIONS FOR THE FORMATION OF COUNTY IMPROVEMENT DISTRICTS IN SANTA FE COUNTY. (PUBLIC WORKS/ADAM LEIGLAND)

The County Improvement District Act (NMSA 4-55A-2 through 4-55A-43 (1978)) (the Act) allows New Mexico counties to create County Improvement Districts (CID), special assessment districts for the purposes of providing or improving infrastructure such as roads, utilities, flood control or storm drainage structures, railroads, and parks and open space.

The Act requires a very detailed procedure for counties to follow to create a CID. The purpose of the subject resolution is to distill the state requirements into a county process that enables the BCC to make a reasoned judgment concerning the terms and conditions upon which to approve the formation of a CID and to provide clear guidance to any communities that may choose to apply to the BCC for a CID. In 2006, the BCC approved a similar resolution (Resolution 2006-40) for the implementation of Public Improvement Districts (PID), another type of special assessment district allowed by the state. The subject policy tracks the PID policy closely.

The attached policy creates a two-step application process. Communities must submit petitions to the BCC with 66 2/3% by value of all property owners within the community, along with suggested district boundaries and description of requested improvements, to start the process. If the BCC accepts the petition, the CID review and creation process is launched. A preliminary hearing is held at which the actual cost of the improvements, the expected benefit and assessment for each landowner, and the suggested financing plan, among other things, are presented to the BCC. If the BCC approves the CID at the preliminary hearing, the contract for the improvements is awarded and the final assessment for each property owner is determined and levied by ordinance.

It is anticipated that CIDs will be most employed for smaller projects and that existing County resources as opposed to debt financing will be used.

Two things to note: CIDs cannot be done on or for private infrastructure, and title to any improvements would vest with the County.

The CID policy was presented to the BCC in draft form at the August 13, 2013, commission meeting, with positive feedback from the commissioners and the public but with items noted for change. The attached resolution has been modified slightly from the version presented in August, mostly to clean up some gaps in the process and to better conform the policy with the state statute.

REQUESTED ACTION:
Approve subject resolution

SANTA FE COUNTY

RESOLUTION NO. 2013-

A RESOLUTION ADOPTING THE SANTA FE COUNTY COUNTY IMPROVEMENT DISTRICT POLICY AND APPLICATION PROCEDURES FOR THE EVALUATION AND APPROVAL OF APPLICATIONS FOR THE FORMATION OF COUNTY IMPROVEMENT DISTRICTS IN SANTA FE COUNTY.

WHEREAS, the County Improvement District Act, Sections 4-55A-1 through 4-55A-43, NMSA 1978 (the "Act"), provides a mechanism for funding the construction, acquisition, repair or maintenance of improvements through the imposition of an assessment on property owners whose properties are benefitted by the improvements;

WHEREAS, the Act provides that the owners of at least 66.67 percent of the real property by assessed valuation proposed to be included in a county improvement district may petition the governing body of a county in which the district would be formed for the formation of a county improvement district;

WHEREAS, pursuant to the Act, a county improvement district may be authorized to exercise broad powers in connection with the financing of public infrastructure, including the authority to impose district property taxes, special levies and other charges, to issue general obligation bonds, special levy bonds and revenue bonds to finance public infrastructure, to purchase, sell, dedicate and otherwise convey public infrastructure, and to enter into agreements necessary or convenient to the exercise of those powers;

WHEREAS, the Board of County Commissioners (BCC) intends to assure that Santa Fe County (the County) will receive sufficient information in connection with a petition for formation of a county improvement district to enable the County to determine whether the interests of the owners of real property, residents within the proposed district and the citizens of the County will be served by the formation of a proposed county improvement district;

WHEREAS, the BCC recognizes the need to establish policies and procedures governing the petition method creation of county improvement districts within the County for the purposes of:

(i) providing for the protection of present and future property owners and residents by requiring a demonstration of tangible benefits to affected property owners through the formation and operation of the proposed county improvement district;

(ii) providing for the protection of prospective purchasers and investors in bonds issued by county improvement districts by requiring minimum value to lien standards, credit support, reserve funds, resale restrictions and other protective features; and

(iii) providing for the protection of prospective applicants and the County by:

(a) establishing the required information and contents of applications for the formation of county improvement districts, to enable applicants and the County to determine objectively when such applications are complete and ready to be evaluated by the County;

(b) establishing standards for the orderly, efficient and consistent evaluation of completed applications;

(c) conserving the resources, time and effort required of applicants and the County in the application process and the assembly of related information; and

(d) establishing a schedule of application fees intended to avoid net cost to the County in the evaluation of county improvement district applications and in the formation and operation of county improvement districts;

WHEREAS, Resolution 2006-40, approved on March 14, 2006, establishes a policy for the formation and implementation of Public Improvement Districts, another type of special assessment district available to the County, enabled by the Public Improvement District Act, Sections 5-11-1 through 5-1127, NMSA 1978; and

WHEREAS, the BCC desires to have, in addition to the Public Improvement District, another financial tool for providing public infrastructure to the residents of Santa Fe County.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Santa Fe County as follows:

1. The Petition Method County Improvement District Policy and Application Guidelines attached to this Resolution as Exhibit "A" are hereby approved and adopted.

2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

3. All resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or ordinance, or part thereof, heretofore repealed.

APPROVED, ADOPTED AND PASSED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

_____
Kathy Holian, Chairman

Attest:

_____
Geraldine Salazar, County Clerk

Approved as to Form:

_____
Stephen C. Ross, County Attorney

EXHIBIT A.
PETITION METHOD COUNTY IMPROVEMENT DISTRICT POLICY AND APPLICATION PROCEDURES

The County of Santa Fe, New Mexico (the "County"), Petition Method County Improvement District Policy and Application Procedures (the "Policy") is intended to serve as a guideline for the purpose of considering and, as appropriate, approving the establishment of county improvement districts requested by the petition method, and financing of such districts pursuant to the County Improvement District Act, Sections 4-55A-1 through 4-55A-43, NMSA 1978, as amended (the "Act"). The purpose of this Policy is to enable the Board of County Commissioners (the "BCC") to make a reasoned judgment concerning the terms and conditions upon which to approve the formation of a county improvement district (a "CID") and to provide procedures for the BCC to consider a CID Petition Method Application ("Application"). The provisions of this Policy are in addition to the requirements of the Act, and are not intended to supersede the requirements of the Act that otherwise apply.

ARTICLE 1 GENERAL

Section 1.1 Basic Purposes. A CID may be used in order to construct, acquire, repair or maintain in one or more locations public infrastructure or other capital improvements, including land served by any project and any right of way, easement, or privilege appurtenant or related thereto for the benefit of real property within the CID if the BCC determines that it is necessary for the public safety, health or welfare.

Section 1.2 CID. A CID should be utilized primarily in connection with the financing of public infrastructure to bring the level of service in existing communities to current County standards. The range of projects identified in Section 4-55A-4 and 4.1 of the Act are legitimate types of projects for a CID. The BCC approval of a CID shall be based on the demonstration by the petitioners (the "Applicant"), to the reasonable satisfaction of the BCC, that the CID will provide benefit to the end-users of the CID-financed public infrastructure or to the County which would not otherwise be available, which benefit may include, without limitation, additional amenities, services, increased quality of development or pricing benefits. Public improvements financed by a CID must conform to applicable County policies for development. Except as expressly approved by the BCC based upon its determination that County-owned utilities will not be adversely affected, "stand-alone" utilities which compete directly or indirectly with County services shall not be financed through CIDs. Real property dedications and conveyances required by existing County policies for development, growth management and conservation shall remain in effect notwithstanding the establishment of a CID.

Section 1.3 Costs and Expenses; Reimbursement. Unless otherwise approved by the BCC or elsewhere specified in this Policy, all costs and expenses incurred by the County in connection with (i) its review of an Application, (ii) acquisition of professional services to support the

application review and preliminary hearing, and (iii) the formation of a CID shall ultimately be borne by the Applicant as provided in this Policy. Costs and expenses shall include the costs of services rendered by the CID Review Committee and services rendered by outside consultants who may be retained by the County including, but not limited to, bond counsel, financial advisers, engineers, appraisers, tax consultants, and attorneys, at the rates normally charged by those consultants. Unless otherwise specified by the BCC, if the CID is created, all such costs shall be included in the final amount of the cost of the improvements. Title to all improvements provided by the CID shall be vested in the County.

Section 1.4 Self-Supporting; Financing; No Impact on County. Unless otherwise approved by the BCC, the first resort for CID financing shall be County capital reserves which shall be reimbursed over time by the assessments imposed upon each tract or parcel of benefitting land. The amount and structure of any debt of a CID should not have any direct negative material impact on the County's debt ratings with Standard & Poor's Corporation, Moody's Investors Services, Inc., Fitch Investor Services, Inc. or any other nationally recognized bond-rating agency service then rating the County's outstanding bonds. The amount, timing, and form of financing to be used by a CID shall be determined by the BCC following receipt of a recommendation regarding same from the Review Committee described in Article 2.

ARTICLE 2 APPLICATION AND APPROVAL PROCESS

Section 2.1 Petition; CID Review Committee. Whenever the owners of sixty-six and two-thirds percent or more of the total assessed valuation of the property which is proposed for inclusion in a CID exclusive of any land owned by the United States or the state of New Mexico, petition the BCC in writing to create an improvement district and construct the improvement described in the petition in accordance with Section 4-55A-10(A) of the Act, the BCC may reject the petition or convene by resolution the County CID Review Committee (the "Review Committee"), which shall be composed of the County Manager, the County Finance Director, the County Public Works Director, and the County Attorney, or the successors in function to those County officials, or the designees of such officials or successors. The Review Committee is authorized to obtain the input and recommendation of the County's bond counsel and financial advisor, and input and recommendations from other County personnel concerning the legal, financial, operational, and administrative feasibility of the proposed CID financing and the sufficiency of the application and supporting documentation, and otherwise to procure any professional services necessary to provide information for review of the application and to be provided at the preliminary hearing as required by Section 4-55A-10(C) of the Act. The petition shall be accompanied by a Preliminary Application, and shall be initially submitted to the County Public Works Department.

Section 2.2 Preliminary Application. Together with the petition, the Applicant shall submit a Preliminary Application, which shall contain:

(i) A description of the CID including a description of its boundaries, identity and addresses of all persons or entities with any interest in the property, and the names and addresses of any qualified electors located within the proposed boundaries. A current title report on the property and a certificate from the County Clerk shall be submitted as evidence of the names or persons with any interest in the land and qualified resident electors located within the proposed CID boundaries;

(ii) A general description of the improvements;

(iii) The estimated construction costs of the improvements and anticipated completion time; and

(iv) Identification of the spokesperson or spokespeople for the Applicant.

Section 2.3 Report by Public Works Department. Upon receipt of the petition and the complete preliminary application, the Director of the Public Works Department shall prepare a report for submission to the BCC requesting a determination as to whether to form the Review Committee and move the application and petition forward or reject same. The report shall include a discussion of the contents of the petition, preliminary application and the estimated costs which the County would incur in evaluating the proposed CID.

Section 2.4 If the BCC elects to form the Review Committee, that Committee shall be convened in accordance with Section 2.1 above. The Review Committee shall evaluate the petition and preliminary application and shall meet with the CID Applicant to do the following:

(a) Determine whether the petition and preliminary application is complete, valid, and in conformance with Section 4-55A-10A of the Act.

(b) Make an initial determination of whether the Applicant's ownership interest, delegation of ownership rights, or other legal control of the real property proposed to be included in the CID creates standing to submit an Application;

(c) Make an initial determination of whether the proposed CID is consistent with the County's growth policies, land use and development policies, zoning, and other applicable plans, policies, and regulations and is contained on or could be proposed for inclusion on the County's Capital Improvement Plan;

(d) Establish a proposed schedule for (i) the Applicant's resubmittal of the complete and valid petition and preliminary application, if necessary; (ii) preparation and compilation of the Final Application; (iii) Review Committee's compilation of its report; (iv) County Commission meetings and hearings necessary for the consideration of and action on the Application; and (v), addressing such other matters as the Review Committee determines should be addressed in connection with an application;

(e) Identify any related County approvals that will be required to permit the CID, if approved by the BCC, to construct (i) improvements proposed to be financed through the CID, and (ii) additional improvements contemplated in connection with the overall project of which the proposed CID is a part.

Section 2.5 Final Application. Applicant shall submit a Final Application for consideration by the BCC at the preliminary hearing, which the BCC shall consider in conjunction with the recommendations of the Review Committee. The Final Application shall contain:

a) Preliminary Application;
b) Detailed description of the improvements;
c) Detailed estimate of the cost of the improvements;
d) Detailed description of costs incurred by the Review Committee;
e) Description of each property to be assessed or against which an improvement district property tax is to be imposed;
f) the estimated amount of the assessment against each tract or parcel of land;
g) Estimated benefit to each parcel;
h) CID formation and execution schedule;
i) Financing and cash flow plan;
j) Such other information as required to be presented at the preliminary hearing or requested by the BCC.

Section 2.6 Assistance and Recommendations to Applicants not Binding on BCC. The Review Committee shall assist Applicants in submitting completed Applications with sufficient detail and information required to enable meaningful consideration of the Final Application by the BCC. Review Committee assistance and recommendations to Applicants or to the BCC may be considered by but shall not be binding on the BCC.

Section 2.7 Report by Review Committee. Upon completion of the tasks outlined in paragraph 2.5 above, the Review Committee shall prepare a report for submission to the BCC describing the outcome of the tasks set forth in paragraph 2.5 above. The report shall include a discussion of the contents of the petition, preliminary application and the final application, a discussion of any proposed schedules, and a recommendation regarding the final application.

Section 2.8. Creation of CID. Upon receipt of the Review Committee recommendation, the BCC may, at a regularly scheduled meeting, create or reject the CID if no assessments or property taxes will be imposed on any property owner, or if assessments or property taxes are contemplated, elect to move forward with a preliminary hearing on the creation of the CID. A decision to create the CID without a preliminary hearing shall include:

a. the estimated cost of the proposed improvement;

b. the proposed boundary of the improvement district;

c. the route of the proposed improvement by streets or roads or location of the proposed improvements

d. A description of the improvements to be constructed by the County.

Section 2.9 Preliminary Hearing Notice. If the BCC elects to move forward with a preliminary hearing on the question of creating a CID, the BCC shall by resolution cause to be held a preliminary hearing on the proposed improvement district and give notice of the preliminary hearing in accordance with Section 4-55A-11(B) of the Act. The notice of the preliminary hearing shall contain:

(a) the time and place when the BCC will hold a preliminary hearing on the proposed improvement;

(b) the estimated cost of the improvement;

(c) the proposed boundary of the improvement district;

(d) the route of the proposed improvement by streets or roads or location of the proposed improvements;

(e) a description of each parcel or property to be assessed;

(f) estimated benefit to each parcel;

(g) the estimated amount of the assesment against each tract or parcel of land;

(h) the amount of the cost to be assumed by the county, if any; and

(i) description of the proposed finance mechanism.

Section 2.10 Preliminary Hearing. The preliminary hearing shall be held at a normally scheduled BCC meeting. The Final Application and the report of the Review Committee shall be presented at the preliminary hearing.

(a) Further, at the preliminary hearing, any owner of a tract or parcel of land to be assessed may contest:

(1) the proposed assessment;

(2) the regularity of the proceedings relating to the improvement;

(3) the benefits of the improvement; or

(4) any other matter relating to the improvement district.

(b) At the hearing the BCC may:

(1) correct any mistake or irregularity in any proceeding relating to the improvement;

(2) correct an assessment to be made against any tract or parcel of land;

(3) in case of any invalidity, reassess the cost of the improvement against a benefiting tract or parcel of land;

(4) recess the hearing from time to time.

Section 2.11 Decision of BCC. Immediately following the completion of the Preliminary Hearing, the BCC shall act on the Final Application. If the BCC acts to create a CID, that decision shall be made by resolution which shall include a determination of:

a. the estimated cost of the improvement;

b. the boundary of the improvement district;

c. the route of the improvement by streets or roads or location of the proposed improvements;

d. a description of each parcel or tract to be assessed;

e. the estimated benefit to each parcel;

f. the estimated amount of the assessment against each tract or parcel of land;

g. the amount of the cost to be assumed by the county, if any; and

h. description of the finance mechanism;

i. how the assessment will be allocated against each tract or parcel of land.

Section 2.12. Payment of Costs. If, upon review of the Review Committee's recommendation and upon the evidence presented at the Preliminary Hearing, the BCC decides not to create the CID, the Final Application is denied. Costs associated with application review and the preliminary hearing may be borne by the Applicant or the County as determined by the BCC at the time the Review Committee is formed. If the BCC approves the Final Application, any costs associated with the application review and the preliminary hearing may be included in the overall costs of the improvements.

Section 2.13. Appeal of BCC Decision to Create CID Following Preliminary Hearing. Within thirty days after the hearing, any owner of a tract or parcel of land to be assessed may commence an action in district court seeking an account of any error or invalidity of the proceedings relating

to the improvement district to set aside or correct the assessment or any proceedings relating to the improvement district in accordance with Section 4-55A-12(D) of the Act.

Section 2.14 Following the approval of the Final Application and the decision to create the CID, the BCC shall, in accordance with 4-55A-14 and 15 of the Act, cause the Review Committee to procure the engineering and construction of the improvements through contract, following the normal County procurement process. However, following advertisement for bids for the construction of the improvements, and using the same specifications upon which the bids were requested, if the County can guarantee to construct the improvements for an amount less than the lowest bid amount, or if the County receives no bids, the County may elect to construct the improvements.

Section 2.15 Determination of Amount of Assessment and Creation of Proposed Assessment Roll Following Preliminary Hearing. Pursuant to Section 4-55A-12 of the Act, once the improvement contract is awarded and the actual cost of constructing the improvements is known, the BCC shall determine the actual amount of the assessment against each tract or parcel of land. The BCC shall not assess the tract or parcel of land an amount greater than the actual benefit to the tract or parcel of land. If the actual cost exceeds the benefit based on the contract awarded, the BCC may elect to dissolve the CID and terminate the contract, or contribute to the cost of construction in order to ensure that the assessment does not exceed the actual benefit to the tract or parcel of land by reason of the enhanced value of the tract or parcel. The BCC may determine what if any portion of the cost of improvements will be borne by the County. The BCC may allow a fair price, based on its current value, as a setoff against any assessment against a tract or parcel of land if the owner has improved the tract or parcel of land in such a manner that the improvement may be made part of the proposed improvement. Once the actual amount of assessment is determined, the BCC shall work with its engineer and shall prepare and cause to be filed in the office of the county clerk an assessment roll containing, among other things:

(a) the name of the last known owner of the tract or parcel of land to be assessed, or if his name is unknown, state "unknown";

(b) a description of the tract or parcel of land to be assessed; and

(c) the amount of the assessment against each tract or parcel of land.

Section 2.16 Notice of Hearing and Hearing on Assessment Roll. After the filing of the assessment roll, the BCC shall, by resolution, set a time and place for the assessment hearing at which any property owner identified on the assessment roll may object to the amount of the assessment. Mailing of the notice of hearing shall be accomplished by the County Clerk in accordance with Section 4-55A-17(D) of the Act. All other aspects of the statutory notice requirements shall be accomplished by the County Manager or the Manager's designee.

Section 2.17 Objections to Assessment Roll. At the hearing on the Assessment Roll, the BCC shall hear all objections which have been filed not later than three days before the date of the hearing on the assessment roll and in accordance with Section 4-55A-18 of the Act. Objections shall be limited to the regularity, validity and correctness of the proceedings, the assessment roll, each assessment contained on the assessment roll, or the amount of the assessment levied against each tract or parcel of land. The BCC may recess the hearing from time to time and, by resolution, revise, correct, confirm or set aside any assessment and order another assessment be made de novo. Thereafter, the BCC by ordinance shall, by reference to the assessment roll as so modified, if modified, and as confirmed by the resolution, levy the assessments contained in the assessment roll. The assessments may be levied in stages if preliminary liens are established pursuant to Section 4-55A-7 of the Act. The decision, resolution and ordinance of the BCC shall be:

(a) a final determination of the regularity, validity and correctness of:

(i) the proceedings;

(ii) the assessment roll;

(iii) each assessment contained on the assessment roll; and

(iv) the amount of the assessment levied against each tract or parcel of land; and

(b) conclusive upon the owners of the tract or parcel of land assessed.

Section 2.18 Adoption of an Ordinance Establishing the Assessment. The ordinance adopted by the BCC shall:

(a) Establish the time and terms of paying the assessment or installments on the assessment

(b) Set any rate or rates of interest upon deferred payments of the assessment

(c) Fix penalties to be charged for delinquent payment of an assessment.

(d) Establish procedures and standards for an adjustment of assessment in order to allow transfer of a parcel free of an assessment lien, accommodate subdivision of an assessed parcel or accommodate property line corrections and adjustments without changing the original payment schedule, the priority or original amount of the assessment.

(e) Provide for the payment of any assessments levied pursuant to the Act from other funds received by any owner of a tract or parcel in an improvement district in a location also intended by the BCC for stimulation of manufacturing, industrial, commercial or business development pursuant to Section 4-55A-4.1 of the Act.

Section 2.19 Lien for Unpaid Assessment. Within sixty days after the publication or posting of the ordinance ratifying an assessment roll and levying the assessments, the county clerk shall prepare, sign, attest and record in the office of the county clerk a claim of lien for any unpaid amount due and assessed against a tract or parcel of land.

Section 2.20 Action in District Court Pertaining to the Assessment Roll. Within fifteen days after the publication of the title and general summary of the ordinance establishing the assessment or posting of the ordinance, any owner who has filed an objection as provided above may commence an action in district court to correct or set aside the determination of the board.

Section 2.21 Time for Commencement of Construction. Construction shall commence within sixty days after the payment of the first installment of the assessment and shall be diligently prosecuted so that the construction is completed within one year from the date of commencement.

ARTICLE 3 GENERAL OBLIGATION BOND FINANCING

If following the Preliminary Hearing the BCC determines that it is in the best interest of the County to finance the CID improvements by the imposition of an improvement district property tax and the issuance of improvement district general obligation bonds, bond or assignable certificates, the BCC shall enact an ordinance in compliance with Section 4-55A-12.1 of the Act. The principal amount of improvement district general obligations bonds, bonds or assignable certificates issued by the BCC shall not exceed twenty-five percent of the final estimated value of properties in the improvement district after completion of the projects to be financed with the improvement district general obligation bonds, bonds or assignable certificates and after development of the properties in the improvement district in accordance with their planned use.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Assessments Held by County Treasurer. All assessment money collected shall be held by the county treasurer in a special account as a separate fund and used only for constructing improvements for the CID, reimbursement of the county for any work performed by the county in constructing the improvement and for administrative costs associated with the improvement district.

Section 4.2 Discretion and Waiver. Based upon the recommendations of the CID Review Committee and/or financing and legal advisors retained by the County, the BCC may approve CID Applications which do not strictly meet these policy criteria if the BCC, in its discretion, determines that the particular features of the proposed CID, the interests of future owners of property within the CID, the likelihood that the CID's projects and purposes will be successfully completed, and mechanisms protecting against default on financing, that the foregoing criteria

need not be applied. Nothing in this Policy shall be construed as permitting a waiver of any State or Federal law or other County ordinance, resolution, or policy existing apart from this Policy.

Section 4.3 Indemnity. The Applicant (or such other third party acceptable to the County and the CID), shall indemnify the County and the CID and their agents and employees and shall hold the County and the CID and their agents, officers and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, arising from or related to the formation, operation, administration of the CID, the levying by the CID of any assessment, special levy or charge and the construction, operation and maintenance of public infrastructure financed through the CID.

Section 4.4 Amendment. All amendments to this Policy shall have a prospective effect only and shall not in any way effect or otherwise modify the approval of a preexisting CID.

Section 4.5 Incorporation of NMSA 1978, Sections 4-55A-1 et seq. To the extent this policy fails to address matters pertaining to a CID other than provisions governing bond funding for CIDs, the provisions of the Act shall govern.

Santa Fe County

Fiscal Impact Report

Department / Division: Public Works

Action Item to be Considered: Resolution to create a CID policy

Agreement Number:

Indicate with a ☑ below	Section 1 -Identify the type of document below for BCC Consideration and Approval
☐	Revenue, e.g. Grant, charges and fees, etc.
☐	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
☐	Loan/Grant Agreement
☑	Other: Resolution

Indicate with a ☑ below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
☐	General Fund, e.g. property taxes, gross receipt taxes, etc.
☐	Special Revenue Funds, e.g. Fire, Indigent, etc.
☐	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
☐	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
☐	Grant Funds. If yes, indicate the percentage and amount required % and/or $, and source. % $ Source
☐	Other:

Section 3 - Ongoing operations and maintenance (O&M) requirements:
Short Term (Specify needs for the current fiscal year only) None
New FTE's # Position Hourly Rate $ Current Fiscal Year Cost $ Annual Cost $
Initial Costs (Vehicle, computer, office space, etc.) None
O & M (Concisely identify the recurring needs, supplies, equipment, and the resources

necessary for carrying out the job duties)

None

Current Fiscal Year Cost $ Annual Cost $

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

None

Salary & Benefits:

All other expenses:

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

None

Current FY Estimate $

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate $ Total (next 4 years) $

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

Adopting the CID policy will have no financial implications. If the County ever approves a CID, there will be both O&M and capital fiscal requirements.

Prepared by Adam Leigland Reviewed by

File Attachment

File Attachment

NO PACKET MATERIAL
FOR THIS ITEM

NO PACKET MATERIAL FOR THIS ITEM

A. EXECUTIVE SESSION

SANTA FE COUNTY
LEGAL DEPARTMENT
MEMORANDUM

To: Board of County Commissioners

From: Rachel Brown, Deputy County Attorney

Date: September 10, 2013

Re: County of Santa Fe v. Leeder, D-0101-CV-2009-01717

In 2009 Santa Fe County commenced condemnation proceedings to acquire road right-of-way for the South Meadows road extension project. The road is now complete as is the majority of the right-of-way acquisition. A condemnation commenced in 2009 addresses the only portion of right-of-way not yet acquired.

The parties met to discuss settlement of the case and have reached the following tentative terms of settlement which will be embodied in a written settlement agreement:

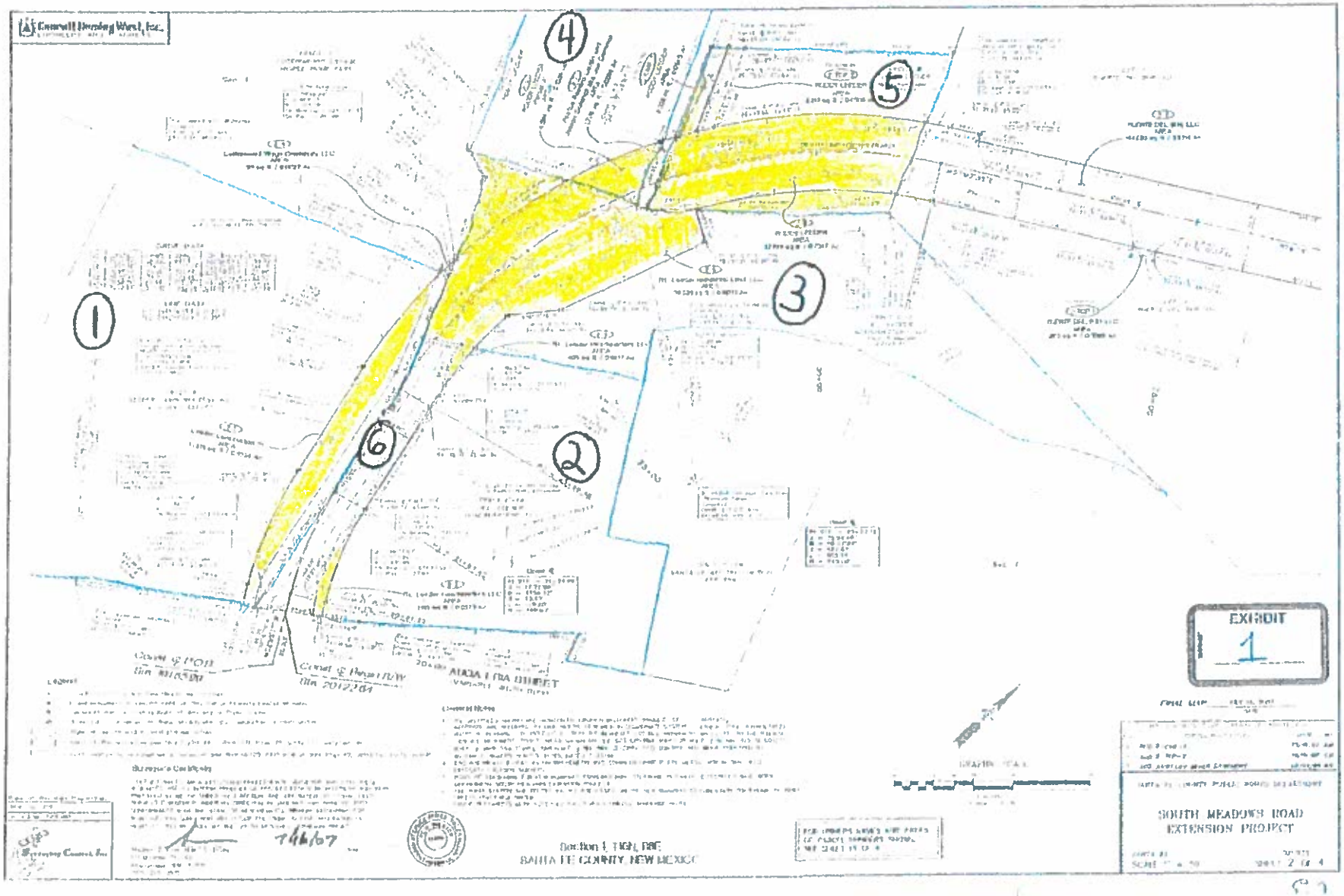
1. Payment of $200,000;

2. The County will obtain a non-exclusive road and utility easement along the eastern edge of Kate's Way;

3. If the County fails to obtain the road and utility easement within ninety days of execution of the settlement agreement, the County will pay Leeder $130 per day liquidated damages until the access and utility easement is secured.

4. Leeder will run utilities along the easement within approximately one year of execution of the settlement agreement.

Exhibit A attached hereto provides a diagram of the road configuration and the placement of the access and utility easement.


Cornell Dunlap West, Inc.
1
2
3
4
5
6
EXHIBIT
1
SOUTH MEADOWS ROAD
EXTENSION PROJECT
Section 1, T16N, R8E
SANTA FE COUNTY, NEW MEXICO

NO PACKET MATERIAL
FOR THIS ITEM