



Sale Order Number \_\_\_\_\_

Town Name SF

1. The undersigned hereby authorizes New Mexico Gas Company to install service line(s) at: 37 Rando Vieja BLVD - fire station

2. The undersigned agrees to pay New Mexico Gas Company for the gas service line (from the property line to the meter location) actually installed at the following rates (or at the price in effect at the time of installation) for machine diggable normal soil absent of rock of any size and that does not include mechanical compaction. These rates are applicable to work within the City limits or boundary limits established by the local office. Travel time will be charged for work outside of these limits.

Estimated cost: \$471.15 Type of Order: SLO \_\_\_\_\_ Joint trench: \_\_\_\_\_  
1/2" line \_\_\_\_\_ 1" line  Gas Only  Custom trench: \_\_\_\_\_

The undersigned understands there could be additional charges for jackhammering, hand digging, padding, landscaping or tamping.

- 3. The undersigned agrees to pay in full for the installation prior to installation or with prior New Mexico Gas Company Credit department approval, within twenty (20) days after the work is completed and mailing of billing by New Mexico Gas Company .
- 4. The undersigned agrees to pay a FINANCE CHARGE on sums not paid within twenty (20) days at rate of EIGHTEEN PERCENT (18%) PER ANNUM. Upon nonperformance by the undersigned of any obligation hereunder, New Mexico Gas Company may exercise all rights and remedies available for this agreement.
- 5. For all facilities installed on Customer's property to serve the Customer, the Customer agrees that the Company shall have unrestricted access rights to enter upon the property of the Customer to construct, operate, maintain and remove said facilities. Such access rights include the right to trim and remove shrubbery and trees, or remove any other obstruction that interferes with the Company's ability to safely construct, operate, maintain and remove its facilities on Customer's property.
- 6. The undersigned shall locate and mark all underground facilities on the property prior to the scheduled installation of the service. **The undersigned agrees to assume the cost of loss, damage or destruction of the property for any unlocated underground facilities, landscaping, pavement cutting and removal, and other damage resulting from the installation of service lines unless it affirmatively appears that the damage to the property has been caused by the sole negligence of New Mexico Gas Company.**
- 7. No damage caused in whole or in part, to the said property shall relieve the undersigned of her or his obligation to pay amounts due hereunder.
- 8. The undersigned shall have the benefit of any warranty by the manufacturer of the materials used, but New Mexico Gas Company does not expressly or impliedly warrant the said materials as to operation, merchantability, fitness and quality. Any replacement of all or any part of the materials under such warranty will be subject to this agreement; New Mexico Gas Company agrees to install the yardline in accordance with generally accepted industry standards.
- 9. The undersigned shall pay reasonable attorney's fees incurred by New Mexico Gas Company in the collection of amounts due hereunder and enforcement of rights available to the seller hereunder.
- 10. If this work order is signed by a representative of a business entity other than the owner, the undersigned represents that he/she has authority from the entity to authorize such work on the terms and conditions set forth herein.
- 11. **NOTICE TO THE UNDERSIGNED: DO NOT EXECUTE THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU SHOULD EXECUTE THIS AGREEMENT AND RETAIN A COPY FOR YOUR FILES AFTER APPROVAL OF THE WORK ORDER BY NEW MEXICO GAS COMPANY.**

12. See Attached Addendum

Customer assumes full responsibility for running to stake if riser is damaged or needs to be moved. \_\_\_\_\_ (Initial)

New Construction: Yes  No \_\_\_\_\_  
 Residential: \_\_\_\_\_ Single: \_\_\_\_\_ Multiple: \_\_\_\_\_  
 Mobile Home: \_\_\_\_\_ Commercial:   
 Type of Business: fire station  
 Service Length: 48'  
 # of Meters: 1 BTU Load: 2 PSI  
 Stubbed out by Plumber? Yes  No \_\_\_\_\_  
 Excess Flow Valve: Yes \_\_\_\_\_ No

Company / Name Santa Fe County  
 Signature: Katherine Miller  
 Print Name: Katherine Miller  
 Address: P.O. Box 276  
 City, Zip Code Santa Fe NM 87504  
 Business Phone: 992-9863  
 Cell # 501-3600  
 Contact /Name Ron Sandoval

**SANTA FE COUNTY'S ADDENDUM TO  
NEW MEXICO GAS COMPANY'S REQUEST FOR SERVICES**

**THIS ADDENDUM** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Santa Fe County (hereinafter the County) a political subdivision of the State of New Mexico, and New Mexico Gas Company (hereinafter NMGC) to modify and amend paragraphs 4 and 9 of the attached Agreement entitled Request For Service (hereinafter the Agreement) as set forth below and in order to comply with statutory requirements:

1. Paragraph 4 of the Agreement shall be modified and amended to read as follows:

The undersigned agrees to pay the statutorily permitted interest rate set forth in NMSA 1978, Section 57-28-5 of the Prompt Payment Act if payment is not paid within 21 days of receipt of invoice.

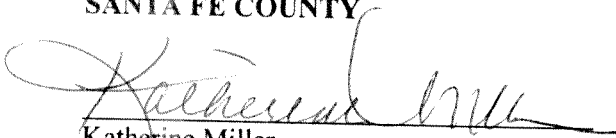
2. Paragraph 9 of the Agreement shall be modified and amended to read as follows:

The parties to this Agreement shall pay their own attorney fees in any matter that may be brought under this Agreement to include the collection of amounts due.

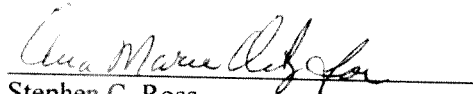
3. All other provisions of the Agreement, not amended, modified, replaced or suspended by this Addendum shall remain in full force and effect.

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

**SANTA FE COUNTY**

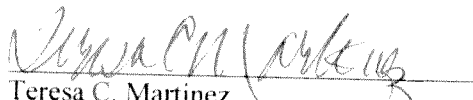
  
Katherine Miller  
Santa Fe County Manager

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney

1-23-12  
Date

**FINANCE DEPARTMENT APPROVAL**

  
Teresa C. Martinez  
Santa Fe County Finance Director

2/1/12  
Date