

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Hollan
Commissioner, District 4

Elizabeth Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

DATE: *JUNE 6, 2011*

TO: *BOARD OF COUNTY COMMISSIONERS*

FROM: *ROBERT MARTINEZ, PUBLIC WORKS TRANSPORTATION MGR. RM*

VIA: *KATHERINE MILLER, COUNTY MANAGER*

SUBJECT: *BCC MEETING JULY 12, 2011
REQUEST APPROVAL OF AN AWARD OF AGREEMENT #2011-0220-
PW/MS TO BOHANNAN HUSTON INC. FOR ENGINEERING SERVICES
FOR CAJA DEL RIO ROAD(\$299,457.00)*

ISSUE:

The Santa Fe County Public Works Department requests authorization to award an Agreement to Bohannan Huston Inc., the highest rated offeror for the Engineering Services for Caja del Rio Road. Caja del Rio Road is the last of the General Obligation Bond projects that was approved by the voters in November of 2008. This project entails reconstruction of the road and will include bike lanes, turn lanes and acceleration/deceleration lanes. This project will be constructed in the spring of 2012.

BACKGROUND:

The intent of the solicitation was to procure engineering design services for the Caja del Rio Road widening project. The Santa Fe County Purchasing Division solicited a Request for Proposal (RFP) pursuant to 13-1-112 NMSA 1978.

The Santa Fe County Purchasing Division solicited a Request for Proposal (RFP). Advertisements were run in the Santa Fe New Mexican and the Albuquerque Journal. A total of five (5) engineering firms submitted proposals. An evaluation team was assembled to rate the offerors and Bohannan Huston Inc. was the highest rated offeror. Proposals were received from the following firms:

Bohannan Huston Inc.
Wilson & Company
Santa Fe Engineering

Walker Engineering
Gannet Fleming West, Inc.

RECOMMENDATION:

The Santa Fe County Public Works Department requests authorization and approval to enter into contract #2011-0220-PW/MS with Bohannon Huston Inc. in the amount of \$299,457.00.



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2011 ("Effective Date") between

Santa Fe County, a political subdivision of the State of New Mexico ("Owner"), _____ and

Bohannon Huston, Inc., a New Mexico corporation, 7500 Jefferson St. NE,
Albuquerque, NM 87109 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Improvement and widening of Caja Del Rio Road, Santa Fe, New Mexico ("Project").

Engineer's services under this Agreement are generally identified as follows: Provide engineering services, including a traffic study, for the design and construction phases of road improvement and widening of Caja Del Rio Road, in Santa Fe, New Mexico. Scope of work includes assessment of existing road, preparation of preliminary and final plans, bid negotiation support, and limited construction phase services. Owner will procure the services of a Project or Construction Manager. During the Construction Phase of this Project, Engineer will work with and assist Owner's Project or Construction Manager as provided in this Agreement and Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the date indicated in the Notice to Proceed issued by the Owner.

3.02 *Time for Completion*

- A. Engineer shall complete the Work and obligations under this Agreement within a reasonable time. Work and deliverable described in Final Design Phase, A.1.03 of Exhibit A shall be completed no later than December 30, 2011. Other specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. The Engineer shall not begin work until the Owner issues a written Notice to Proceed and Purchase Order.
- C. The Engineer acknowledges and agrees that (i) time is of the essence under this Agreement; (ii) the Owner’s loss caused by the Engineer’s delay in completing the work will be difficult to prove; (iii) that it will be inconvenient and nonfeasible for the County to obtain an adequate remedy for the Engineer’s delay in completing the work.
- D. If through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- E. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- F. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

- G. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Within fifteen (15) days of Owner's receipt of the written request, Owner shall issue a written certification of complete or partial acceptance or rejection of the contractual items or service for which payment is sought. Engineer acknowledges and agrees that Owner 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, Owner shall tender payment for the accepted items or services.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes as a Reimbursable Expense. Owner shall reimburse Engineer for the cost of such invoiced new taxes and such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's Opinion of Probable Construction Costs is to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinion of Probable Construction Costs prepared by Engineer. If Owner requires greater assurance as to probable Construction Costs, Owner may employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Services Pertaining to Construction Phase*

- A. Engineer shall only be responsible for those Construction Phase services expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. If there are any documents or designs prepared by Engineer that are subject to copyright, by this agreement Engineer grants and assigns a nonexclusive license to Owner for the use and reproduction of such documents for Owner and Owner's Project Manager's use and purposes of this Project and its construction by contractor. All copies of Documents shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. Documents prepared by Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Subsubcontractor, or material or equipment supplier on other projects or for additions to the Project outside the scope of Work, without the written consent of Owner. Contractor, Subcontractors, Subsubcontractors, and material or equipment suppliers are granted a nonexclusive limited license to use and reproduce applicable portions of the Documents prepared by the Engineer appropriate to and for the use in the execution of their Work under the Contract Documents. All copies of documents that are subject to copyright shall bear the statutory copyright notice. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Owner's Project is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law and Disputes*

- A. This Agreement is to be governed by the laws of the State of New Mexico and the regulations or ordinances of Santa Fe County. 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. Any litigation or disputes arising out of or related to this Agreement, subject to the procedures in Exhibit H, shall be resolved in the First Judicial District Court in Santa Fe, New Mexico.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 20 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. *Indemnification by Owner:* Intentionally omitted.
- C. *Environmental Indemnification:* Intentionally omitted.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* Intentionally omitted.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

- F. *New Mexico Tort Claims Act*: No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Santa Fe County or its public employees at common law or under the New Mexico Tort Claims Act, § 41-4-1, et seq. NMSA 1978.
- G. *Appropriations and Authorizations*. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe Board of County Commissioners or the Legislature of the State of New Mexico, if state funds are involved, for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Santa Fe Board of County Commissioners or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Engineer. 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 its funds are sufficient for fulfillment of this Agreement shall be final.
- H. *Records and Inspections*. The Engineer shall maintain detailed books, documents, accounting records and other evidence pertaining to services and costs incurred in providing all services identified in Article 1, and Exhibit A of this Agreement. The Engineer shall make such materials available at their respective office for inspection by the County at all reasonable times during the term of this Agreement, including before and after payment, and for three (3) years from the date of final payment under this Agreement.
- I. *Independent Contractor*. The Engineer, its agents and employees are independent contractors performing professional services for the County, and are not employees or agents of the County. Notwithstanding that the Engineer enters into and performs under this Agreement, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County.
- J. *Conflict of Interest*. The Engineer warrants that it presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with performance of services required under this Agreement.
- K. *Notice of Penalties for Bribes, Kickbacks and Gratuities*. The New Mexico Procurement Code, §13-1-28 et seq. NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, kickbacks and gratuities.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.

11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Project Manager* - The authorized representative of Owner and assigned to provide full time on-site supervision and observation of Construction by the contractor. Owner's Project Representative will work with Engineer as needed during the Construction Phase. The duties and responsibilities of the Project Manager will be set forth in the Agreement between Owner and the Project Manager.
22. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
23. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written

interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

24. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
25. *Resident Project Representative* – Not applicable.
26. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
27. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
28. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
29. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
30. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
31. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
32. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
33. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

34. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services During Design and Construction Phases.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, (Not Included).
- E. Exhibit E, Notice of Acceptability of Work (Not included).
- F. Exhibit F, Construction Cost Limit (Not included).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
Santa Fe County

Engineer:
Bohannan Huston

By: _____
Virginia Vigil
Title: Chair, Santa Fe Board of County
Commissioners

By: _____
Title: _____

Date
Signed: _____

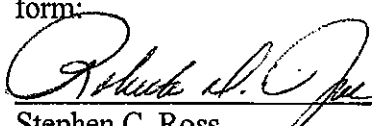
Date
Signed: _____

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

Engineer License or Firm's
Certificate No. _____
State of: New Mexico
Address for giving notices:
7500 Jefferson Street NE
Albuquerque, NM 87109

Date: _____

Approved as to
form:


Stephen C. Ross
Santa Fe County Attorney

Designated Representative (Paragraph 8.03.A):

Date: July 1, 2011

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

This is **EXHIBIT A**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase – Alignment Study

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data. Engineer's Study and Report Phase tasks or deliverables are as follows: Assess existing road conditions, including road capacity; need for acceleration/deceleration lanes; pavement requirements/loads; drainage analysis and recommendations; utility impacts; impacts to existing intersections; existing utility locations and depths; environmental impacts and required clearances; impacts to existing businesses and subdivisions; evaluate the need to add/modify driveways; need for bike lanes; considerations for future plan developments; location Survey and Mapping tied to State Plane Coordinates; and assist with the preparation and participate in coordination meetings consisting of public meetings and design and agency coordination meetings.

Engineer's alignment study will be a thorough assessment of existing roads and intersections. Traffic counts will be collected at each of the major intersections and used to analyze the existing intersection conditions. Engineer will complete an estimate of 20-year traffic forecasts.

2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate possible alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: Opinion of probable construction cost;

proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

6. Perform or provide the following additional services: *Not applicable*.
7. Furnish review copies of the Report and any other deliverables to Owner within ninety calendar days of the date of Notice to proceed and review it with Owner. Within thirty calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish copies of the revised Report and any other deliverables to the Owner within twenty calendar days of receipt of Owner's comments.
9. Engineer shall deliver all design documentation to Owner in electronic form. The CDs submitted by the Engineer shall include specifications, studies, survey results and AutoCAD drawings. Engineer will also convene a public information meeting to present the information in the Report for review and comment.
10. Engineer's services for Phase I are summarized as follows:

A	Location Survey and Mapping Field Compilation of Survey Data Obtain existing mapping
B	Environmental Investigation and Documentation Coordinate with SWCA (subconsultant) Prepare base sheets for survey Write summary of Environmental conditions for Study Biological Investigation & Documentation Cultural Investigation and Documentation Review Documents
C	Preliminary Engineering Report Project Set up Internal Kick Off Meeting Site Visit Kick Off meeting with Owner Obtain mapping and create base sheets Obtain as-built and ROW information Review of existing geometry Review existing utility information Review of existing drainage reports Drainage narrative for report Drainage figure for report Survey of existing pavement condition

	Summarize pavement condition for report Review of traffic data Work with SFMPO to get 20 yr projections Existing & 20 yr Traffic analysis Traffic analysis figures Conceptual intersection layouts Study phase cost estimates Preliminary Engineering Report Review meeting with Owner Final Engineering Report
	Public Information Meeting Prepare public meeting presentation and Public meeting boards Attend public information meeting Document public information meeting in report

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project. Engineer's Preliminary Design Phase tasks or deliverables shall consist of the following: Preparation and submission of a Project Schedule that includes all major milestones and states the anticipated project duration; Preparation of Preliminary Plans consisting of 30% and 90% drawings (include all pertinent project notes, roadway design details and cross sections); and permanent signage and markings, drainage design, Traffic Control Plan ("TCP") and NPDES Plans (TCP must be stamped by a Registered Engineer and approved by Santa Fe County), and Opinion of Probable Construction Costs.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised Opinion of Probable Construction Costs, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional services: *Not applicable.*
6. Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 180 calendar days of the Notice to Proceed and review them with Owner. Within thirty calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within thirty calendar days after receipt of Owner's comments.
8. Engineer's services for Phase II are summarized as follows:

A	Preliminary and Final Drainage Report Verify and Summarize data from Buckman scour analysis Hydrology for 2 new basins Simplified hydraulic calcs of 8 existing structures Simplified hydraulics for 2 proposed structures Simplified erosion pad recommendation Prepare prelim report text, tables, figures Review meeting w/ Owner Incorp Comments and Submit Final Report
B	Geotechnical Investigation and Pavement Design Coordinate with Terrecon Geotechnical investigation and pavement design Review Geotechnical Report Discuss pavement recommendation with Terracon Determine pavement recommendation for project
C	30% Design Plan and Review Intersection Center for NM Arch Turn bay design Grading and Drainage Signing and striping Intersection Municipal Recreation Complex Turn bay design Grading and Drainage Signing and Striping Intersection Wildlife Way Turn bay design Grading and Drainage Signing and striping Intersection golf course Turn bay design Grading and Drainage Signing and striping

	<p>Intersection Camino de Rey Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection Paseo de Estrellas Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection Water Treatment Plant Turn bay design Grading and Drainage Signing and striping</p> <p>QA/QC Review Review Meeting with Owner</p>
D	<p>90% Design Plan and Review</p> <p>Intersection Center for NM Arch Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection Municipal Recreation Complex Turn bay design Grading and Drainage Signing and Striping</p> <p>Intersection Wildlife Way Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection golf course Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection Camino de Rey Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection Paseo de Estrellas Turn bay design Grading and Drainage Signing and striping</p> <p>Intersection Water Treatment Plant Turn bay design Grading and Drainage Signing and striping</p> <p>QA/QC Review Review Meeting with Owner</p>

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised Opinion of Probable Construction Costs, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised Opinion of Probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Engineer's Final Design Phase tasks or deliverables are as follows: Preparation of Final Plans that include all pertinent project notes, roadway design details and cross sections, permanent signage and markings, drainage design, Traffic Control Plan and NPDES Plans; and preparation of Cost Estimates, Specifications, Construction Bid Tabulation, review and letter of recommendation, and Bid Negotiation support.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the Opinion of Probable Construction Costs known to Engineer.
 4. Conduct an independent QA/QC review of the plans by a registered engineer who is not directly associated with the project.
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within thirty days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the bidding documents, a revised Opinion of Probable Construction Costs, and any other deliverables to Owner within thirty calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the

work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of subconsultants for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is no more than two (2). If more prime subconsultants are awarded, Engineer may be entitled to an equitable increase in its compensation under this Agreement through a duly authorized Change Order.

A1.04 Bidding or Negotiating Phase

- A. After acceptance by Owner of the bidding documents and the most recent Opinion of Probable Construction Costs as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences.
 2. Assist Owner or Project Manager with addenda as appropriate to clarify, correct, or change the bidding documents and review Requests for Information (RFIs).
 3. Provide information or assistance needed by Owner or in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Provide bid negotiation support, including attending bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Engineer's services for Phase III are summarized as follows:

A	Final Design Plans Cover sheet General Notes Typical Sections
---	--

	Intersection Sheets Final signing and Striping plan Final Cross Sections Final Drainage Final Estimate
B	Construction Bid Documents Prepare Contract Documents Prepare Bid Tab Notice to Contractors
C	Bidding Assistance Attend Pre-bid Meeting Bid Tabulation Addenda Recommendation of Award

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *Administration of Construction Contract as required by Owner:* Consult with Owner or Owner's Project Manager as issues arise regarding construction and conformity with Design Plans and Drawings. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.
 2. *Construction Phase Tasks:* Engineer's Construction Phase tasks or deliverables are as follows: Attend Preconstruction Meeting; Review Requests for Information; and Design Clarifications.
 3. *Resident Project Representative (RPR):* Not applicable.
 4. *Selecting Independent Testing Laboratory:* Not applicable.
 5. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 6. *Schedules:* Not applicable.
 7. *Baselines and Benchmarks:* Not applicable.
 8. *Visits to Site and Observation of Construction:* Not applicable.

9. *Defective Work*: Not applicable.
10. *Clarification and Field Orders*: Clarify and offer interpretation of the Design Plans and Drawings to ensure the orderly completion of Contractor's work in conformity with the Design Plans and Drawings. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
11. *Change Orders and Work Change Directives*: Engineer will be informed of all proposed Change Orders recommended or requested by the Contractor or Owner's Project Manager.
12. *Shop Drawings and Samples*: Not applicable.
13. *Substitutes and "or-equal"*: If requested by Owner or Project Manager, as part of clarifications of design, evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
14. *Inspections and Tests*: Not applicable.
15. *Disagreements between Project Manager and Contractor*: Render written decisions on issues presented by the Project Manager relating to the acceptability of Contractor's work or the interpretation of the requirements of the Design Plans and Drawings pertaining to the execution, performance, or progress of Contractor's Work. In rendering such decisions, Engineer shall be fair and not show partiality to Project Manager or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
16. *Applications for Payment*: Not applicable.
17. *Contractor's Completion Documents*: Not applicable
18. *Substantial Completion*: Not applicable.
19. *Additional Tasks*: Perform or provide the following additional services: Not applicable.
20. *Final Notice of Acceptability of the Work*: Not applicable.
21. Engineer's services for Phase IV are summarized as follows:

A	Pre-Construction Conference
B	Review Requests for Information
C	Design Clarifications

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project and will terminate upon written recommendation by the Project Manager for final payment to Contractor. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase* – Not applicable. (No Post-Construction Phase Services)

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

5. Services required as a result of Owner's or Project Manager providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, if any, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.

19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* -- Not applicable.

This is **EXHIBIT B**, referred to in and part of the
**Agreement between Owner and Engineer for
Professional Services.**

Owner and Project Manager's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services do not include the following services:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. On-site construction observation and contract administration.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a Project or Construction Manager or an individual or entity to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is Appendix I to **EXHIBIT B**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Owner's Project or Construction Manager's Services During Construction Phase

Project or Construction Manager shall provide Basic Services as set forth below and as more specifically set forth in the Contract between Owner and Project Manager.

PART 1 – BASIC SERVICES - Duties, responsibilities, and limitations of Project or Construction Manager and the relation thereof to the duties, responsibilities, and authority of Engineer.

Project Manager is Owner's representative at the Site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding observation of construction and construction contract administration. Project Manager's dealings in matters pertaining to the Contractor's work in progress shall in general be with Owner and, where necessary, with Engineer. Project Manager's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.

Project Manager shall:

1. Review and approve the Contractor's Schedule of Values, progress schedule, schedule of Shop Drawing and Sample submittals and consult with Engineer during Construction Phase where necessary.
2. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof and keep Owner informed.
3. Serve as Owner's liaison with Contractor and Engineer. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents and Contractor's compliance with the Contract Documents.
4. Inform Engineer when clarifications and interpretations of the Design Plans, Drawings or Specifications are needed and transmit to Contractor clarifications and interpretations as issued by Project Manager and Engineer.
5. Receive Samples which are furnished at the Site by Contractor, review and approval Samples, and notify Engineer if in Project Manager's opinion, Samples need to be examined by Engineer. Advise Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal.
6. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with Project Manager's

recommendations to Owner and Engineer. Transmit to Contractor in writing decisions as issued by Project Manager and Owner.

7. Conduct on-Site observations of Contractor's work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.
8. Report to Owner whenever Project Manager believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner and Engineer of that part of work in progress that Project Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
10. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Owner for payment for that part of the Work.
11. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
12. Participate in a final visit to the Project in the company of Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
13. Observe whether all items on the final list have been completed or corrected and make recommendations to Owner concerning acceptance and issuance of the Notice of Acceptability of the Work

This is **EXHIBIT C**, referred to in and part of the Agreement between Owner and Engineer for Professional Services.

Payments to Engineer for Services

COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Lump Sum amount of \$299,457.00, exclusive of gross receipts tax, based on the following estimated distribution of compensation:

a. Phase I – Alignment Study	\$ <u>100,167.00</u>
b. Phase II - Preliminary Design	\$ <u>149,743.00</u>
c. Phase III - Final Design	\$ <u>29,096.50</u>
d. Phase IV – Construction Services	\$ <u>20,450.50</u>
TOTAL:	\$ <u>299,457.00</u>
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services including Engineer’s subconsultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the completion of services under the Phases indicated above and the Owner’s receipt of all deliverables required for each Phase of services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding Engineer’s limited duties during the Construction Phase. If such period of service is extended, the compensation amount for Engineer's services may be appropriately adjusted.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Fixed Costs Schedule

Item	Unit	Rates
Travel (mileage)	Per mile	\$ 0.55
Mileage (4WD)	800 miles	\$ 0.60
4WD (ATV)	Per day	\$ 50.00
Survey Equipment	Per hour	\$ 25.00
Materials	LS	\$ 150.00
Per Diem	Per day	\$ 109.00
Printing & Reproduction		\$ 700.00
Traffic Counts (Mike Henderson Consulting, LLC)		\$6,640.00

This is **Appendix 2 to EXHIBIT C** referred to in and part of the **Agreement between Owner and Engineer for Professional Services.**

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to Engineer's personnel as indicated below plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit..

B. *Schedule:*

Hourly rates for services to be performed on or after the date of the Agreement during all Phases are:

	Hourly Rate
Principal PE (E7)	\$200.00
Project Engineer (E5)	\$145.00
Project Engineer (E4)	\$130.00
Engineer, Non-registered (E2)	\$ 95.00
Engineer Technician (TS6)	\$100.00
Engineer Technician (TS5)	\$ 90.00
Administrative Assistant (AA4)	\$ 75.00
Land Surveyor PS (SURV4)	\$145.00
Land Surveyor PS (SURV6)	\$100.00
Survey Technician (TS5)	\$ 80.00
Survey Technician (TS3)	\$ 90.00
Administrative Assistant (AA5)	\$ 85.00
Engineer's Subconsultants' proposed lump sum costs	
Subconsultant SWCA	\$10,969.00 (w/o grt)
Subconsultant Terracon	\$13,950.00 (w/o grt)

This is **EXHIBIT G**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a) **General Conditions.** The Engineer 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 Engineer 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 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 Engineer; 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
- c) **Workers' Compensation Insurance.** The Engineer 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 Engineer shall increase the maximum limits of any insurance required herein.
- e) **Professional Liability (Errors and Omissions) Insurance.** Engineer shall procure and maintain in full force and effect at all times during the performance of Project services professional liability (errors and omissions) insurance with a minimum per claim and aggregate policy limit of \$500,000.00 or the cost of the Work, whichever is greater. The Engineer shall not be entitled to reimbursement from the Owner for the premium or other costs of obtaining or maintaining such insurance.
- f) **Certificates of insurance acceptable to Owner shall be filed with Owner prior to commencement of the Work.** These certificates and the insurance policies required by this Exhibit G shall contain a provision that coverages afforded under the policies

will not be canceled or allowed to expire until at least 30 days' prior written notice has been provided by Engineer to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonable available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Engineer with reasonable promptness in accordance with the Engineer's information and belief.

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.
3. By Owner:
 - a. Owner's liability is limited as provided the New Mexico Tort Claims Act, § 41-4-1 et seq. NMSA 1978, as amended.

This is **EXHIBIT H**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation if the dispute required mediation by the New Mexico Public Works Mediation Act, § 13-4C-4, NMSA 1978. If such mediation is unsuccessful or is not required by the Mediation Act then the parties may seek to have the Dispute resolved by the First Judicial District Court in Santa Fe, New Mexico.

This is **EXHIBIT I**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services..**

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

This is **EXHIBIT J**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

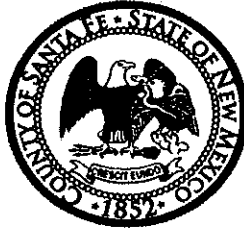
5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
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: June 24, 2011
To: Santa Fe Board of County Commissioners
Via: Katherine Miller, County Manager
From: Patricio Guerrerortiz, PE, Utilities Director
Re: Proposed Amendments to Ordinance 1998-16

Dear Board Members,

This memorandum is to respectfully request that you authorize the publication of title and summary for an amendment to be made to Ordinance 1998-16. This ordinance includes the provisions that regulate the provision of wastewater collection and treatment services provided for County residents in the Santa Fe metropolitan area outside the City limits.

BACKGROUND

Ordinance 1998-16 was adopted with a couple of deficiencies, which could become much more significant as our services are extended to a growing number of non-residential customers. These deficiencies involve missing provisions in the industrial pretreatment and extra strength surcharge sections of the ordinance. These provisions would be introduced via the proposed amendment. Specifically, the amendment inserts Page 27, to complete necessary and complete text, in addition to correcting an error that existed in the formula for calculating the extra strength surcharge contained in Exhibit A of said Ordinance.

REQUESTED ACTION

Authorize the publication of title and general summary for the amendment of Ordinance 1998-16 described above.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

ORDINANCE NO. 2011 – ____

AN ORDINANCE AMENDING ORDINANCE NO. 1998-16 (AN ORDINANCE ESTABLISHING PROVISIONS FOR EXTENSION OF SEWER SERVICE; ADOPTING OPERATING AND MANAGEMENT PRODECURES; SETTING RATES; AND ESTABLISHING DESIGN STANDARDS FOR THE SANTA FE COUNTY WASTEWATER UTILITY) , SECTION 8, PARAGRAPHS B.3 and B.4(a) THROUGH B.4(e), IN ORDER TO PROVIDE THE NECESSARY AND COMPLETE TEXT OF SAID PARAGRAPHS BY THE INSERTION OF PAGE 27 INTO SAID ORDINANCE AND CORRECTING AN ERROR IN THE FORMULA FOR CALCULATING THE EXTRA-STRENGTH SURCHARGE CONTAINED IN EXHIBIT A

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT ORDINANCE 1998-16 IS AMENDED AS FOLLOWS:

1. Section 8, Industrial Pretreatment Regulations and Procedures, Paragraph B.3 and B.4(A) through B.4(e), are amended by the addition and insertion of a page 27, which page is attached hereto and incorporated herein.
2. Exhibit A is amended by replacing the sentences in paragraph 8.1 on page 4 set forth below:

“L = The mass based cost of providing air to remove the COD in wastewater.
The cost has been established at 40.50/lb”

with the following sentence:

“L = The amount charged by the City to its customers as an extra-strength surcharge per pound of COD.”

PASSED, APPROVED, AND ENACTED this ____ day of _____, 2011, by the Board of County Commissioners of Santa Fe County.

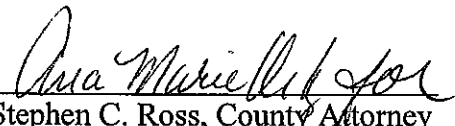
BOARD OF COUNTY COMMISSIONERS

Virginia Vigil, Chair

ATTEST:

Valerie Espinoza
Santa Fe County Clerk

APPROVED AS TO FORM:


Stephen C. Ross, County Attorney

Exceeding any of the pollutant limits listed above or imposed by the Department constitutes a violation of this .

4. These general prohibitions shall apply to all users of the POTW whether or not the user is subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirements. The following shall not be introduced into the County's POTW:

(a) Any pollutant or wastewater which may potentially interfere with the operation of the POTW, or with the County's options for the beneficial reuse, marketing, reclamation or disposal of wastewater treatment by-products.

(b) Any liquids, solids or gases which, by reason of nature or quantity are, or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW. Included in this prohibition are wastestreams with a closed cup flashpoint of less than 140°F (60°C). The standard test method as described in the ASTM D 3278-89 index, or any other method determined by the County will be applied. At no time shall two successive readings on an explosion hazard meter at the point of discharge into the POTW or at any point in the POTW be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limits (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and anything else which has been determined by the County, State, or EPA to be a potential fire or other hazard to the POTW.

(c) Solids or viscous substances in amounts which may potentially cause obstruction to the flow anywhere in the POTW or otherwise interfere with the operation of the POTW or pass through the treatment system but in no case solids greater than one half inch (1/2") (1.27 centimeters) in any dimension. Prohibited substances include, but are not limited to: manure, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, concrete, asphalt, residues from refining or processing of fuel or lubricating oil, mud, glass grindings, paraffin or polishing wastes.

(d) Any pollutant, including oxygen demanding pollutants (i.e. high BOD or COD) released at a flow rate and/or concentration sufficient to cause interference.

(e) Any toxic pollutant or wastewater containing a toxic pollutant in sufficient quantity, singly or by interaction with other pollutants, which may potentially interfere with any POTW treatment process, constitute a hazard to humans or animals, or create a toxic effect in the POTW effluent as defined by this . In no case shall any discharge, toxic pollutant or wastewater containing a toxic pollutant exceed

1577077

Santa Fe County

Ordinance No. 1998 - 16

**AN ORDINANCE ESTABLISHING PROVISIONS FOR EXTENSION OF
SEWER SERVICE; ADOPTING OPERATING AND MANAGEMENT
PROCEUDRES; SETTING RATES; AND ESTABLISHING DESIGN
STANDARDS FOR THE SANTA FE COUNTY WASTEWATER
UTILITY**

**TABLE OF CONTENTS
FOR**

1577078

**SANTA FE COUNTY
Ordinance No. 1998 - 16**

**AN ORDINANCE ESTABLISHING PROVISIONS FOR EXTENSION OF SEWER
SERVICE; ADOPTING OPERATING AND MANAGEMENT PROCEDURES; SETTING
RATES; AND ESTABLISHING DESIGN STANDARDS FOR THE SANTA FE COUNTY
WASTEWATER UTILITY**

	PAGE
SECTION - 1 Short Title	1
SECTION - 2	1
A. Purpose	1
B. Service Area	2
C. General Violations	2
SECTION - 3	
A. Abbreviations	2
B. Definitions	3
SECTION - 4 GENERAL PROVISIONS	12
A. Connection to the POTW	12
B. Extension of Sanitary Sewer System	13
C. Replacement and Maintenance of Sanitary Sewer Service Lines	13
D. Prohibited Connections	13
E. Trailer and Motor Home Parks	14
F. Prohibited Discharges	14
SECTION - 5 CONSTRUCTION OF SANITARY SEWER SYSTEMS	14
A. Determination of Necessity	14
B. Construction and Maintenance of Pressure Sanitary Sewer	14
C. Sanitary Sewer Standards	15
D. Permit Required; Application	15
E. Permit Fee	15
F. Contractor Bond	15
G. Compliance with Specifications; Acceptance by County	15
H. Inspection	16
I. Reimbursement of Construction Costs	16
J. Additions to Existing Private Sanitary Sewer Systems	16
K. Private Sanitary Sewer System Desiring to become Part of the Public System	17

SECTION - 6 SEWER SERVICE CONNECTIONS	17
A. Permits Required	17
B. Plans to be Filed; Issuance of Permit	17
C. Service Connections to be Made by Licensed Plumber	17
D. Inspections	17
E. Sewer Service Connections; Fees	18
F. Special Sewer Construction and Assessments; Authorization	18
G. Service Connections for Commercial Establishments	19
H. Illegal Service Connections Prohibited	19
I. Illegal Service Connections; Correction	20
SECTION - 7 SEWER SERVICE RATES, CHARGES AND ENFORCEMENT	20
A. Levy Established; Schedule of Fees	20
B. Due Date of Fees; Penalty for Delinquency	21
C. New Installations	21
D. Miscellaneous Charges	21
E. Protest Process	21
F. Liens Placed Against Property	22
G. Payment of Lien and Dismissal of Suit	22
H. Liability of the Property Owner; other Methods of Collection	23
I. Discontinuance of Water Service	23
J. Free Service Prohibited	23
K. Reconnection Charge	23
L. Disposition of Money Collected	24
SECTION - 8 INDUSTRIAL PRETREATMENT REGS AND PROCEDURES	24
A. General Provisions	24
B. General Sewer Use Requirements	25
C. Pretreatment of Wastewater	30
D. Wastewater Permit Eligibility	33
E. Discharge Permit Issuance Process	36
F. Reporting Requirements	40
G. Compliance Monitoring	45
H. Confidential Information	46
I. Publication of Significant Violators	46
J. Miscellaneous Charges and Fee Provisions	47
SECTION - 9 WASTEWATER EXTRA-STRENGTH SURCHARGE PROGRAM	48
A. Scope	48
B. Surcharge Parameters	48
C. User Categories	48
D. Estimation of Wastewater Flows	48
E. Discharge Sampling	49
F. Estimation of Wastewater Parameter Concentrations	49
G. Wastewater Resampling	49
H. Assessment of the Surcharge	50
I. Surcharge Billing	50
J. Discharge Credits	50
K. Violations	50

SECTION - 10 GREASE INTERCEPTOR FACILITIES	51
A. Description	51
B. Prohibited Discharges	51
C. Special Requirements	51
D. Grease Interceptor Standards	51
E. Pre-Existing Grease Interceptors	51
F. Maintenance	52
G. Grease interceptor Requirements	52
SECTION - 11 PENALTIES, ENFORCEMENT, & ADMINSTRATIVE REVIEW	53
A. Administrative Enforcement, Review and Penalties	53
B. Judicial Enforcement and Penalties	57
C. Costs of Administrative Procedures	57
D. Severability	57
E. Prohibited Disposal of Impermissible Waste	57
F. Effective Date	58
SIGNATURE PAGE	58
EXHIBIT A - SANITARY SEWER RATE, FEE AND PENALTY SCHEDULE	
EXHIBIT B - SANITARY SEWER DESIGN CRITERIA	
EXHIBIT C - SERVICE AREA MAP	

SANTA FE COUNTY

1577081

Ordinance No. 1998 - 16

AN ORDINANCE ESTABLISHING PROVISIONS FOR EXTENSION OF SEWER SERVICE; ADOPTING OPERATING AND MANAGEMENT PROCEDURES; SETTING RATES; AND ESTABLISHING DESIGN STANDARDS FOR THE SANTA FE COUNTY WASTEWATER UTILITY

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

SECTION - 1

Short Title: This Ordinance may be cited as the Sewer Use and User Charge Ordinance of the Santa Fe County Utilities Department.

SECTION - 2

A. Purpose.

The purpose of this Ordinance is to set uniform requirements for the users of Santa Fe County's wastewater collection system and treatment works; to enable Santa Fe County (the "County") to comply with applicable federal, state and local laws and the regulations; to provide for the public health and welfare; to protect the County's economic interests in the publicly owned treatment works (POTW) and its treatment by-products; and to otherwise ensure protection of public health, public resources and environment, by regulating the quality and quantity of wastewater discharged into the County's wastewater collection system and treatment works. This Ordinance provides a means for determining wastewater volumes, constituents and characteristics, and the issuance of permits to certain users. This Ordinance also establishes effluent limitations and other discharge criteria and provides that certain users shall prevent the introduction of pollutants into the POTW which may potentially interfere with the operation of the POTW or contaminate the sewage sludge, and shall also prevent the introduction of pollutants into the POTW which may pass through the treatment works into the receiving waters or may otherwise be incompatible with the treatment works. This Ordinance is also designed to improve opportunities to protect the County's options to beneficially reuse, market, reclaim or dispose of treatment by-products, and to improve the County's ability to minimize the quantity of a user's wastewater discharge.

B. Service Area

1577082

The County's sewer service area is defined to coincide with the County's Water Utilities Service Area. Specifically, the Service Area is defined as those portions of the following Sections which are within the Service Area boundary depicted on Exhibit C.:

Township	Range	Sections
15 North	8 East	1,2,3,4 and 5
Township	Range	Sections
16 North	8 East	13,14,15,22,23,24,25,26,27,33,34,35 and 36
Township	Range	Sections
16 North	9 East	10,15,16,17,18,19,20,21, 22,27,28,29,30,31&32

C. General Violations

Violation of any local, state or federal regulation or law which affects the functioning of the County POTW or the County's beneficial use of the by-products of its wastewater treatment shall be considered a violation of this Ordinance.

SECTION - 3

A. Abbreviations:

BOD means biochemical oxygen demand

CFR means Code of Federal Regulations

COD means chemical oxygen demand

CWA means /Clean /Water Act of 1977 (P.L. 95-217, et seq)

EPA means United States Environmental Protection Agency

gpd means gallons per day

l means liter

LEL means lower explosive limit

MGD means million gallons per day

mg means milligrams

mg means milligrams

1577083

mg/l means milligrams per liter

NPDES means national pollutant discharge elimination system

O&M means operation and maintenance

POTW means publicly owned treatment works

RCRA means Resource Conservation and Recovery Act

SIC means standard industrial classification

SWDA means Solid Waste Disposal Act (43 U.S.C. 6901, et seq.)

TSS means total suspended solids

USC means United States Code

WPCA means Federal Water Pollution Control Act (P.L. 92-500)

UPC means Uniform Plumbing Code

B. Definitions

Acceptance means the final written approval by the County of the construction of sanitary sewers and acceptance of the sewers for public maintenance. Letters indicating acceptance shall not be issued unless adequate evidence has been provided to the County that the sanitary sewer was built in accordance with plans, specifications and applicable standards. Upon issuance of a letter of acceptance, funds or financial guarantees retained by the County to ensure proper completion of the sewer may be released.

Accessible to County sanitary sewer system means a property: (1) which abuts or is within 200 feet of the County sewer system or is within 200 feet of the boundaries of a public street or sanitary sewer utility easement which contains the County sanitary sewer system; and (2) which may physically connect to the County sewer by means of either a gravity or pressure sewer line.

Act or "the Act" means the Federal Water Pollution Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

ALARA (As Low As Reasonably Achievable) means the requirement that an industrial user make every reasonable effort to maintain quantity of discharge and

the amounts and toxicity of pollutants in discharge as far below the regulatory limits as is practical, consistent with the purpose for which the permit is issued, taking into account the state of technology, the economics of improvements in relation to state of technology, the economics of improvements in relation to benefits to the public health and safety, the limited resources available, and the public interest in protecting the County's options for the beneficial reuse, marketing, reclamation or disposal of the waste treatment by-products as well as other societal and socioeconomic considerations.

Authorized representative of the Industrial User means one of the following:

A. If the industrial user is a corporation:

(1) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal function, or any other person who performs similar policy or decision-making functions for the corporation.

(2) The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. The manager may designate another authorized representative if: (1) the authorization is in writing; and (2) the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or has overall responsibility for environmental matters for the company; and (3) the authorization is submitted to the County Utilities Department.

B. If the industrial user is a partnership, association, or sole proprietorship, a general partner or the proprietor.

C. If the industrial user is a federal, state or local government, or an agent thereof, a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility.

Base period means the consecutive calendar month of metered water use which is the basis for monthly sewer service charges.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter reserved under standard laboratory procedure, for five (5) days at 20° centigrade, expressed in terms of weight and concentration [milligrams per liter (mg/l)].

Categorical pretreatment standard or categorical standard means any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance

with Section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of industrial users and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405-171, and incorporated herein by reference.

Chemical oxygen demand (COD) means a measure of the oxygen consuming capacity of organic and inorganic matter present in wastewater expressed as milligrams per liter (mg/l) and measured under standard laboratory procedures. COD is used as a measure of the wastewater strength.

County means the County of Santa Fe.

County representative means the County Manager or his/her duly authorized representative.

Code of Federal Regulations (CFR) means a codification of the general and permanent rules.

Color means the optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

Composite sample means the sample resulting from the combination of individual wastewater samples taken at selected intervals, which intervals are based on either an increment of flow or time.

Control manhole means a manhole installed to allow access to the wastewater discharge of a facility for purposes of sample collection and flow measurement. The manhole shall be constructed in a manner and in a location as may be required by the County.

Control sanitary clean-out means a device installed to allow access to the wastewater discharge of a facility for purposes of sample collection. This will normally be a tee of an appropriate size inserted into the sanitary sewer service line and constructed in a manner and in a location as may be required by the County.

Cooling water means the water discharged from any use such as air conditioning cooling or refrigeration, or to which the only pollutant added is heat.

Customer - See definition of User.

Department means the County Utilities Department or its Director or the Director's designated representative.

Director means the Director of the County Utilities Department.

Developer means a private individual, corporation or public entity that invests capital in the development of real estate.

Dilution means the additional use of potable water for the purposes of reducing the concentration of pollutants in the wastewater before discharging to the POTW. The normal use of potable water for sanitary facilities and food preparation shall not be considered dilution.

Discharge means the introduction into the POTW of a pollutant or wastewater, treated or untreated. The term includes the introduction of either a single pollutant or of multiple pollutants.

Discharge Permit means a permit issued by New Mexico Environment Department or the USEPA National Pollution Discharge Eliminate System permit applicable to the County POTW in question.

Domestic sewage or wastewater means liquid waste which contains constituents and has characteristics similar to that from a residential connection and which for the purpose of this ordinance does not contain COD, or BOD and TSS in excess of the following concentrations: COD - 500 mg/L; BOD - 250 mg/L; TSS - 330 mg/L.

Domestic User See Residential User.

Environmental Protection Agency or USEPA. means the United States Environmental Protection Agency.

Existing source means any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards under section 307(b) and (c) (33 U.S. C. 1317) of the Act and which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the Act.

Fixture Unit Equivalent (FUE) means the measure of the wastewater load produced by a plumbing fixture, as described in Section 402 of the Uniform Plumbing Code.

Governing body means the Board of County Commissioners meeting in a session which has been duly called in accordance with the state Open Meetings Act.

Grab sample means a sample taken from a waste stream on a one-time basis without regard to volume of flow of the waste stream or the time of day of the sampling and which sample is taken over a period of time not to exceed fifteen (15) minutes.

Gray Water means a liquid waste that is discharged from any fixture, appliance, or appurtenance of a residential plumbing system which does not include fecal matter.

Grease trap means a floatation chamber used to remove grease or oil from wastewater prior to discharge to the public sewer system.

Half-life means the amount of time in which half the atoms of a radioactive substance will have disintegrated.

Holding tank waste means any waste derived from holding tanks associated with but not limited to vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

Industrial user means any person who is a source of non-domestic wastewater discharge.

Industrial wastewater means wastewater originating from sources other than domestic or which exhibit characteristics other than domestic wastewater.

Industrial wastewater discharge permit means a permit issued by the County in accordance with this Ordinance.

Instantaneous maximum allowable discharge limit means the maximum concentration of any regulated parameter in any type of sample, either grab or composite.

Interceptor pipe means a sanitary sewer system with flows exceeding 2 MGD or with a diameter of ten (10) inches or larger.

Interference means a discharge or a permit violation which may cause or may contribute to the disruption of the processes or operations of the POTW treatment plant or with the County's beneficial reuse, marketing, reclamation or disposal of waste treatment by-products; or which violates the County's discharge permit or any pertinent federal, state or local regulations or permits.

Lot or Legal lot means a real estate parcel which has been created, defined or acknowledged by means of the land subdivision authorities of the County of Santa Fe.

Manifold connection means one service connection to the POTW which is shared by more than one legal lot.

May means permissive.

Medical waste means wastes including, but not limited to, isolation wastes, infectious agents, human blood and blood by products, pathological wastes, needles, syringes, scalpels or other sharp implements, body parts, fetal tissue, fomites, etiological agents, contaminated laboratory wastes and dialysis wastes.

National pollutant discharge elimination system permit or NPDES permit means a permit issued pursuant to Section 402 of the Act.

Non-contact Cooling Water means water used for cooling which does not come into direct contact with any raw material, intermediate produce, waste product or finished product.

Non-domestic Pollutants means any pollutant other than human excrement and household gray water.

Non-residential connection means a connection to the POTW whose assumed wastewater flow is based, for the purpose of sewer service rates, on metered water use for a base period consisting of the most recent March through November period preceding the fiscal year of fee assessment and for which water use records are available, unless direct metering of discharge volume is available.

Owner means a person who has legal control over property.

Person means any individual, partnership, limited partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities.

pH means the negative logarithm, to base ten, of the concentration of hydrogen ions in a solution. This is a measure of the acidity or alkalinity of a solution.

Pollutant means a man-made or man-induced waste whose discharge into a water stream causes alteration of the chemical, physical, biological or radiological integrity of the water.

POTW Treatment Plant means that portion of the POTW designed to provide treatment to the wastewater.

Pretreatment means a process used to reduce the quantity of a user's wastewater discharge or the amount of pollutants, eliminate pollutants, or alter the nature of pollutant properties in wastewater thereby rendering them less harmful to the POTW process prior to discharge into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants as prohibited by 40 CFR Part 403.6 (d).

Pretreatment requirement means any substantive or procedural requirement imposed on an industrial user which is related to pretreatment of wastewater discharges into the POTW, other than a national pretreatment standard.

Pretreatment standard means any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307 (b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR part 403.5.

Private sewer mean a sanitary sewer which is privately constructed and privately maintained by the owner or resident and which is constructed in accordance with State and County standards and to which individual structures may be connected. This definition does not include plumbing installations regulated by the UPC.

Process wastewater means wastewater produced as a product or by-product of an industrial or regulated process. Such wastewater normally would not reflect characteristics of typical domestic wastewater.

Publicly owned treatment works (POTW) means County owned or operated treatment works including any sewers that convey wastewater to the POTW treatment plant but excluding pipes, sewers, or other conveyances not connected to the POTW treatment works.

Public sewer means a sanitary sewer that is owned, controlled and maintained by the County.

Radioactive compound means any compound containing any atomic nuclei which spontaneously disintegrate.

Receiving stream or "Waters of the U.S." means all streams, lakes, ponds, marshes, watercourses, arroyos, waterways, wells, springs, reservoirs, aquifers, irrigation systems, and drainage systems, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the U.S. or any portion thereof.

Residential connection means a connection to the POTW whose assumed wastewater flow is based, for the purpose of sewer service rates, on metered water use for the most recent December through February period preceding the fiscal year of fee assessment. A residential connection shall include single and multi-family apartments and mobile home parks.

Residential development means a residential district created by sub-division or condominium development wherein the proprietary interest in each single family dwelling is held in fee simple, condominium, or cooperative ownership, which has been approved by the County.

Residential users mean persons discharging domestic wastewater to the POTW.

Sanitary sewer means any system of pipes or conduits used to convey wastewater from its point of origin to a treatment facility.

Sanitary sewer design standards means the criteria, standards and regulations related to the design of public sanitary sewer systems, which are hereinafter referred to as Exhibit B.

Sanitary sewer rate, fee and penalty schedule means the information regarding sanitary sewer rates, fees and penalties including formulas and procedures used to arrive at the rates, fees, and penalty figures assessed by the County, hereinafter referred to as Exhibit A.

Sanitary sewer service line means the length of gravity flow or low pressure flow pipe extending from the public sanitary sewer to the private property line or to the edge of the right-of-way or sanitary sewer easement, the purpose of which line is to connect the plumbing of any structure to the public sanitary sewer.

Septage means the mixture of domestic sludge and wastewater removed during the pumping of a septic tank, cesspool or other wastewater holding or on-site treatment facilities. Sand, grit, and grease from traps or industrial waste from holding tanks are not considered septage.

Septic tank means a watertight receptacle which receives the discharge of a sewage system or part thereof, designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a system of open joint piping or a seepage pit meeting the requirements of the Uniform Plumbing Code and the regulations of the state of New Mexico.

Sewage See definition for Wastewater.

Sewage sludge or Wastewater sludge is a solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to scum or solids removed in primary, secondary, or advanced wastewater treatment processes; and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works.

Sewer Service Connection or *Service Connection* means the physical connection of a property sewer to the County POTW by means of a sanitary sewer service line.

Shall means mandatory.

Significant Industrial User means:

- A. Industrial users subject to categorical pretreatment standards; and
- B. Any other industrial user that:
 - (1) discharges an average of 5,000 gpd or more of process wastewater,
 - (2) contributes a process wastestream which makes up to 5 percent or more of the average dry weather hydraulic or organic capacity of the treatment plant, or
 - (3) is designated as significant by the County on the basis that the industrial user has a reasonable potential to cause interference.

Sludge means the solids separated from liquids during processing pretreatment of industrial wastes, with or without the addition of chemical agents.

Slug load means any release of a discharge at a flow rate or concentration which will cause a violation of this Ordinance; any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge.

Solubility means the maximum amount of the solute (substance) that will be dissolved in a definite amount of solvent. (Water at 25° degrees C and a pH of 7) and produce a stable system.

Standard details means the standard detail sheets issued by the County Utility Department. The sheets contain detailed standardized technical references and drawings with specifications for sanitary sewer construction for the County's Sanitary Sewer System.

Standard Industrial classification (SIC) Code means a classification pursuant to the most recent standard industrial classification manual issued by the Executive Office of the President of the U.S. Office of Management and Budget.

Standard methods means the most recent edition of the reference book "Standard Methods" for examination of water and wastewater issued by American Public Health Association.

State means the state of New Mexico.

Storm water means any flow occurring during or following any form of natural precipitation and resulting therefrom, including rainfall and snowmelts.

Total suspended solids means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering. Total suspended solids shall be determined in

accordance with standard methods for the examination of water and wastewater as determined by the Department.

Total toxic organic (TTO) means the sum of concentrations of the organic compounds from a priority pollutant scan. Categorical standards list any toxic organic compounds that are to be included in the summation of TTO for a specific category in the respective 40 CFR.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Environmental Protection Agency under the provision of Section 307 (33 U.S.C. 1317) of the Act and any subsequent amendments, or other pollutants or combination of pollutants which may result in interference of the POTW, or otherwise listed by the Department.

Treatment plant means that portion of the POTW designed to provide treatment of wastewater.

Treatment plant effluent means any discharge of treated wastewater, from the POTW made in accordance with the Discharge permit.

Uniform Plumbing Code (UPC) means the Uniform Plumbing Code as adopted and amended by the County of Santa Fe.

User or Customer means any person who contributes, causes or allows the contribution of sewage or industrial wastewater into the POTW.

Waste treatment byproduct means any sludge, reuse water, or other product resulting from wastewater treatment processes.

Wastewater or Sewage means the liquid and water-carried wastes, or sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which is released to the POTW.

Water Service means arrangement in which potable water is piped to a property from the public supply.

SECTION – 4

GENERAL PROVISIONS

A. Connection to the POTW

Connection to the POTW is mandatory when the property being developed or improved is accessible to (within 200 feet) the County sanitary sewer system, unless the property can be more effectively served by another public sewer utility (e.g. Valle Vista Sewer

Utility or Ranchlands Sewer Utility). This mandatory connection requirement may be waived if connection could cause the County POTW to exceed its treatment capacity. Prior to making such a connection, owners and developers of such property shall obtain information from the Department concerning specifications, standards, procedures and other requirements contained in this Ordinance.

B. Extension of Sanitary Sewer System

Where an extension of the sanitary sewer system is required in order to provide service to a property, the nearest adequately sized and serviceable public sanitary sewer shall be extended, at the owner's expense, to the furthest limit of the property to be served or the property frontage as the sewer continues its planned course.

C. Replacement and Maintenance of Sanitary Sewer Service Lines

1. Replacement of sanitary sewer service lines between the point of connection and the point where the service line crosses the property line shall be the responsibility of the County, whenever the public sewer segment which includes the point of connection is reconstructed or replaced. The County shall own such service line and all service line segments installed by customer after November 1998; but all work for purposes of preventive or corrective maintenance of these lines shall remain the sole responsibility of the owner of the property receiving wastewater service. All preventive or corrective maintenance work on these service line segments shall be performed by a licensed plumber or plumbing contractor and in accordance with the County ordinances including the obtaining of permits for excavation within public rights of way. Persons performing preventative or corrective maintenance work on any service line, whether privately or publicly owned, shall report such work in a manner to be established by the Department.

2. The owner, agent or occupant of any structure on a lot that is connected to the public sanitary sewer shall, at the owner's expense, maintain the connecting lines in good working condition and free of obstructions that might cause clogging or any damage which could impair the flow of sewage to the main line.

D. Prohibited Connections

1. Manifold Connections are prohibited.
2. Pluvial or storm water drains from roofs, yards, and other surfaces shall not, under any circumstances, be connected to the sanitary sewer plumbing or sanitary sewer collectors. Any such connections are unlawful and shall be subject to the penalties and enforcement in accordance with Section 11 of this Ordinance.
3. Combined sewers which are conduits carrying both storm water and wastewater shall not be permitted to connect to the POTW. If such a connection is discovered the owner of a combined sewer shall remedy such situation within sixty (60)

days from issuance of notice by the County. Failure to comply with such notice shall result in penalties and enforcement action in accordance with this Section 11 of this Ordinance.

E. Trailer and Motor Home Parks

Trailer parks and motor home parks that connect to the sanitary sewer shall have sufficient number of connections to service each trailer or motor home space within the park.

F. Prohibited Discharges

Wastes from septic tanks and holding tanks shall not be discharged to the County POTW.

SECTION - 5

CONSTRUCTION OF SANITARY SEWER SYSTEMS

A. Determination of Necessity

Prior to the development or improvement of any property which may cause the generation of wastewater in the Service Area, the owner shall request a review by the Department. The Department shall provide a written response which shall establish the necessity for connection to the POTW, assess the availability of sanitary sewer service in the area and cite the conditions under which wastewater collection and treatment service may be provided by the County. This County's written response shall be obtained by the owner prior to the commencement of the design of any sanitary sewer improvements affecting the property.

B. Construction and Maintenance of Pressure Sanitary Sewer

1. Construction, operation and maintenance of pressure sanitary sewer systems serving private developments, with the exception of small diameter collection lines as described below, shall be the sole responsibility of the owner. Small diameter low pressure sewer lines which serve one or more individual lots and are installed in accordance with these standards and other relevant provisions of the County code shall be accepted for maintenance by the County, upon verification by the Department that all County imposed conditions for such an acceptance have been met.

2. Whenever the installation of a high pressure system is deemed by the Department to be in the best interest of the County, the operation and maintenance of such a system may be performed by the County at the owner's request, if all other County imposed conditions regarding the transfer of ownership of private sewer are met.

C. Sanitary Sewer Standards

Sewers referred to in this section shall be constructed in accordance with the design standards for sanitary sewer construction adopted herein as Exhibit B.

D. Permit Required; Application

Persons may construct sanitary sewers on and within the County public rights-of-way and dedicated public and private easements, provided that a New Mexico licensed contractor makes an application to the County which sets forth the design, specifications and cost estimate for the work to be accomplished and receives an appropriate permit.

E. Permit Fee

Any permit(s) required for construction of sanitary sewers under this Ordinance shall be acquired by the owner at the owner's expense.

F. Contractor Bond

As a condition of receiving a permit from the County for the construction of a sanitary sewer improvements, the permittee shall provide proof of an approved current New Mexico Utility Contractor's license and a bond or other financial guarantee acceptable to the County for the completion of the improvements, the amount of such bond shall be not less than the cost estimate for the construction of the sanitary sewer.

G. Compliance with Specifications; Acceptance by County

Upon completion of construction satisfactory to the County, the improvements shall be formally accepted by the County. Completion of construction satisfactory to the County shall not be established until the Department has received the following.

1. As-built drawings, television logs and tapes which have been reviewed and found acceptable by the Department; and
2. Written certification by the engineer whose design supported the construction permit, certifying that the constructed improvements have been properly inspected during construction and were installed in conformance with the original specifications or with approved written change orders.

If the construction of the sanitary sewers does not meet the specifications, the improvements shall not be accepted by the County and the contractor shall be required to make the corrections necessary for the work to conform to such specifications. All corrective work shall be accomplished within sixty (60) calendar days from notice of non-compliance by the Department. Failure of the contractor to perform corrective work, or complete the requirements for acceptance by the County shall entitle the County to execute the bond and complete the work as designed.

H. Inspection

The construction activities of all sanitary sewers must be inspected by an engineer registered in the State of New Mexico.

I. Reimbursement of Construction Costs

The actual total construction cost for the sewer extension shall be paid in full by the developer and documentation of such a payment shall be provided to the County. The developer shall be entitled to reimbursement of a portion of the construction costs if sewer service is provided to a new developer within ten (10) years from the date of the original sewer extension, provided the new developer's property abuts the sewer extension. The amount of reimbursement to be made to the applicant on account of a new customer's sewer service shall be determined by the County, based on a front foot basis for individual lots or a prorata acreage basis of the total parcels to be connected to the applicant's line extension. If a reimbursement is determined to be required, pursuant to the foregoing provision, the County shall bill the new customer for the appropriate amount and, upon receipt thereof, shall refund said amount to applicant if it can be determined that the applicant still exists and can be readily located. Reimbursements made under this provision shall not exceed the amount of the applicant's contribution in aid of construction less that portion needed to sewer applicant. The provisions of this paragraph apply to connections to all line extensions installed after the effective date of this Ordinance.

J. Additions to Existing Private Sanitary Sewer Systems

Private additions to existing private sanitary sewer systems that ultimately discharge to the POTW and that are required for provision of service to a development or proposed development will be allowed, provided that the following conditions are met:

1. The private system meets all specifications, design, construction and inspection requirements and applicable health standards as established by the County or otherwise required by law;
2. The total system design and construction costs shall be the responsibility of the petitioner;
3. Maintenance of the new sanitary sewer shall be the sole responsibility of the owner;
4. Developers of new private sewers or services that connect to existing private systems, shall provide proof of permission to connect to and or expand the existing system.
5. Individual connections to the Private Sanitary Sewer System shall comply with other applicable provisions of this Ordinance.

K. Private Sanitary Sewer System Desiring to become Part of the Public System

The owners of private sanitary sewer systems constructed to County standards may request that the County accept dedication of the private system for public ownership and maintenance. In this event, the owner must meet the requirements for acceptance of new sanitary sewers in Section 5.G and provide appropriate easements and rights-of-way in accordance with Exhibit B of this Ordinance.

SECTION - 6

SEWER SERVICE CONNECTIONS

A. Permits Required

1. A sewer connection permit shall be obtained from the Department before any connections are made to the County sanitary sewer system.

2. When a property owner connects into the sanitary sewer, any existing on-site disposal system shall be abandoned in accordance with the requirements of the UPC.

B. Plans to be Filed; Issuance of Permit

When an application for a permit to connect to the existing County sewer system is made, the person, company or corporation making the application shall submit for the County's approval adequate plans, drawings, specifications and descriptions of the proposed work. These submittals must meet with the appropriate standards for approval by the County. The Department shall have ultimate authority to issue a construction permit.

C. Service Connections to be Made by Licensed Plumber

All connections to the County sewers shall be made by a licensed plumber authorized to do business in the County, in accordance with the UPC.

D. Inspections

1. The Department shall be notified when a sewer connection is completed and ready for inspection. All work shall be left uncovered for examination until inspected and approved by the Department's duly authorized representative.

2. For each sewer line connection inspection made by the inspector, an inspection fee shall be charged as described in Exhibit A of this Ordinance. The inspector shall be the sole judge of the total number of inspections necessary.

E. Sewer Service Connections; Fees

The following shall incur a fee for connection or reconnection to a public sewer, or to a private sewer connecting into a public sewer, as described in Exhibit A, payable to the County, before a sanitary sewer connection permit is issued.

1. Each unattached or attached single family residence, including single family units in a Planned Unit Development and in a condominium and each unit in trailer park shall incur a base fee for twenty (20) fixture unit equivalents (FUE);
2. Each unattached or attached single family residence, including single family units in a Planned Unit Development or in a condominium having in excess of twenty (20) FUE shall incur an additional fee for each FUE in excess of twenty (20).
3. Commercial, industrial, institutional, public service buildings and multi-family apartments shall incur a fee in proportion to the total number of FUE.
4. New connections or reconnections resulting from substantial reconstruction or remodeling wherein the total number of FUE shall increase beyond those existing before the reconstruction shall incur a fee based on the net increase in FUE.

F. Special Sewer Construction and Assessments; Authorization

When the County pays for construction of a new sewer main, the governing body may establish a special sewer connection assessment district by Ordinance. The connection district shall not be applied to sewer line replacements or to lines funded out of an improvement district under Section 4-55A-1 et. Seq. NMSA 1978. If a special sewer connection assessment district is established, the Ordinance shall:

1. Define the geographic area to be benefitted by the sewer main;
2. State the projected number of residential units and describe projected commercial development within the defined service area, based on the developer's County approved plans and zoning. The potential number of commercial outlets shall be estimated based on comparable existing structures and applicable code requirements;
3. Project the "residential unit equivalents" within the service area. This figure shall be calculated by dividing the estimated number of commercial outlets by four (4) and adding the projected number of residential units to be served by the new sewer main;

4. State the projected cost of the sewer main, based on accepted construction bids, design costs and bonding costs and state the percentage of this cost which directly benefits the service area;
5. Set a base year special sewer connection assessment, based on total projected cost which directly benefits the service area divided by the number of "residential unit equivalents" projected within the service area;
6. Set an annual interest rate to be applied to the base year assessment. This interest shall be compounded each 12 months following the effective date of the assignment of this Ordinance . The interest rate shall be equal to the interest rate paid by the County on bonds issued to pay for the sewer main construction. If no bonds are issued for the project, the interest rate shall be equal to the rate paid by the County for the most recent bond issued before the effective date of the Ordinance ; and
7. Assess each property owner who is required to connect or voluntarily connects to the sewers within the service area, a fee equal to the base year special sewer connection plus interest compounded as set out above. This fee shall be assessed for each residential unit and for every four (4) outlets or fraction thereof in a commercial structure connecting to the sewer. This fee shall be assessed in addition to the sewer service connection fee set out in Section 6. E of this Ordinance.

G. Service Connections for Commercial Establishments

1. New commercial establishments or existing buildings being remodeled into commercial establishments, in which the existing sewer service is adequately sized and in good condition, and where grease traps or sand and grease interceptors are not required by this Ordinance or by the UPC, and which can be classified as either commercial retail businesses, or office buildings, shall not be required to construct a County standard monitoring manhole, provided the establishment has no more than 160 FUE's connected, as determined in the UPC. Sewer connections pursuant to this paragraph, shall be made with clean-out or sampling ports as required by the County.
- 2, Nothing in this subsection shall be construed to relax or modify the building requirements of the UPC.

H. Illegal Service Connections Prohibited

Service connections to the County sanitary sewer system which are found to be constructed without County permit or otherwise have been undertaken without County authorization or have not been billed for service in accordance with rates established in this section, are deemed illegal and are hereby prohibited.

I. Illegal Service Connections; Correction

1. Upon discovery of an illegal connection, the County shall inform the owner in writing of the property being serviced by such a connection that:
 - (a) the property is served by an illegal connection; and
 - (b) within thirty (30) days of receipt of the County's letter, the owner shall remove the illegal connection and shall be billed in arrears for twenty-four (24) months of service charges at the current authorized rates and shall make such payments; or
 - (c) within thirty (30) days of receipt of the County's letter, the connection shall be excavated and a reconnection made in accordance with the provisions of this section and the owner shall be billed in arrears for twenty-four (24) months of service charges at the current authorized rates for one year of service charges at the current authorized rates and shall make such payments; or
 - (d) at the County's discretion, the County may not require reconnection provided the owner is billed in arrears for a period of service agreed upon by the County and the owner that is greater than twenty-four (24) months and shall make such payment.
2. In the event that the owner can demonstrate to the County's satisfaction the actual time period that the illegal connection has been in existence, the County may adjust the billing in arrears for service charges to the period of actual connection.

SECTION - 7

SEWER SERVICE RATES, CHARGES AND ENFORCEMENT

A. Levy Established; Schedule of Fees

There are hereby fixed, established, levied and assessed against all properties using or abutting on or accessible to the sanitary sewer and disposal system of the County for the service rendered or made available to such properties by and through the sanitary sewer and disposal system the following monthly charges:

1. For each residential and non-residential connection within the County water service area for which water consumption records are available, a fee as established in Exhibit A.
2. For each residential and non-residential connection within the County water service area for which there are no metered water use records for one or more of the months of the base period, a fee as established in Exhibit A.

3. In accordance with Gross Receipts and Compensating Tax Act, Section 7-9-4.1 NMSA 1978, a surcharge of up to five percent shall be imposed on each billing rendered in accordance with this section.

4. Fees for industrial and high strength wastes shall be as established in Section 8 of this Ordinance, and defined in Exhibit A under the category of Extra-Strength Surcharge.

B. Due Date of Fees; Penalty for Delinquency

1. Fees are due within thirty (30) days of receipt of each billing. Any assessment not paid by the date due shall become delinquent on that date.

2. A penalty for delinquency shall be charged as indicated in Exhibit A.

C. New Installations

For new connections to the County sanitary sewer system, the sewer service charge shall begin and be effective for the first full calendar month following the date of connection.

D. Miscellaneous Charges

Waste discharges, including but not limited to rags, solid waste and grease, proven to have caused an obstruction of flow, and or damage or any other impairment to the public sanitary sewer collection system or wastewater treatment plant, are unlawful. Obstructions of the public sewer caused by such discharges shall be cleaned and cleared by the Department. Any expenses incurred by the Department to clear such obstructions, repair any damages to the sanitary sewer, sewer collection system or wastewater plant and any other expenses incurred by the Department shall be determined and shall result in the County filing claim against the user or any other person causing or permitting said damages to occur. The Department shall seek reimbursement for any and all expenses incurred. Failure to reimburse the Department for such expenses shall result in penalties and enforcement action in accordance with Section 11 of this Ordinance.

E. Protest Process

1. On or before August 1 of each year, and or at times that the County Manager may designate, the Department shall send notice to every person delinquent in assessments billed the previous fiscal year. Each notice shall state the assessment and penalty amounts owed and shall provide notice that a lien for sewer service in the amounts owed shall be placed on the property if payment is not received by September 1. On or before September 10 of each year, or at other times that the Department Director may designate, the Department shall prepare an assessment roll showing all delinquent assessments billed in the previous fiscal year. The assessment roll shall list:

- (a) The name of the owner, if known, of the parcel of real estate being assessed;
 - (b) A description of the parcel of real estate being assessed;
- and
- (c) The amount assessed against each parcel of real estate.

2. The Department shall publish a notice stating that the assessment roll for delinquent sewer service charges due is on file in the office of the Utilities Department and the time by which the Department must receive written appeals or protests by any person aggrieved by the assessment. Such written appeal or protest may request a hearing before the Director or his designee. If the address of the owner of the real property is known, a copy of the notice shall be mailed by certified mail, return receipt requested, to the known address of the owner of the real property being assessed.

3. If a hearing is requested, the Director or his designee shall.

- (a) Schedule a hearing;
- (b) Correct any errors found in the assessment; and
- (c) Document the proceedings and the Director's determination of the assessments. The proceedings and assessments as documented shall be deemed to be the final determination as to the regularity, validity and correctness of the assessment.

4. On or before October 1 of each year, the Department shall prepare a list containing any delinquent assessment with penalty added for nonpayment of the assessment at the rate of one and a half percent per month of any assessment confirmed by resolution, as provided in paragraphs 3, of this subsection, and describe the parcel of real estate to which the assessment is applicable. After preparation of the list by the Department, the assessment shall be a lien when processed, against the parcel of real estate and shall be processed as provided in Sections 3-36-1 through 3-36-5 NMSA 1978 under the authority granted to Counties in Section 4-37-1 NMSA 1978. Any such lien shall be a lien superior to all other liens except general property taxes upon the property so charged and a personal liability of the owner of the property so charged and shall earn interest at the rate of one and a half percent per month.

F. Liens Placed Against Property

1. Within sixty (60) days from the date of the filing for record of the claim for lien, the Department shall mail a notice of lien to each property owner against whose property a lien is being claimed, to the billing address in the County records.

2. The County shall assess an amount as shown in Exhibit A for the release of any lien for delinquent fees in addition to the delinquent fees plus interest. This charge shall be collected, whether release is sought prior to or after commencement of foreclosure proceedings to enforce the lien for delinquent assessments. In the event a suit to foreclose the lien has been instituted, such suit shall be dismissed at any time before foreclosure sale upon receipt of all fees, penalties and interest provided for herein

in addition to payment of all costs of the foreclosure proceeding attributable to the property sought to be released, including reasonable attorney's fees to be set by the court in which the foreclosure proceeding has been instituted.

G. Payment of Lien and Dismissal of Suit

In the event of a suit to foreclose the lien provided for in this section has been instituted, the suit and the lien shall be dismissed and released upon payment, at any time before foreclosure sale, of the amount of the total charges for which lien was filed, including the penalty and interest herein provided for and on payment of all costs of the foreclosure proceeding attributable to the property sought to be released, including reasonable attorney's fees to be fixed by the court in which such foreclosure proceeding was instituted.

H. Liability of the Property Owner; other Methods of Collection

The charges imposed under this section, together with all penalties, interest and other charges prescribed, shall become a personal liability of the owner of the property served. In addition to collection through foreclosure of the lien, collection may be enforced on such personal liability by resort to any other legal procedure available for the enforcement of personal liabilities.

I. Discontinuance of Water Service

1. For users who also receive water utility service from the County Water Utility, the Department may cause the water supply to be turned off and discontinue service to the property if any charge provided for herein remains unpaid for a period of sixty (60) days from the designated due date. Service may not be discontinued for delinquencies of a previous owner or his/her tenant.

2. Prior to the discontinuance of water service, a written notice shall be sent to the customer not less than ten calendar days in advance of the proposed termination of service.

J. Free Service Prohibited

No free service shall be furnished by the County. Any use of the sanitary sewer system shall be at the rates established in this Ordinance.

K. Reconnection Charge

When water service has been disconnected for nonpayment of sewer charges, reconnections of water service shall be made only after payment of all delinquencies, including all penalties, interest and costs that may have accrued,

including any water and sewer service reconnection charges. All reconnections of water service shall be made in accordance with the reconnection provisions of the County Water Utility. If sanitary sewer service has been disconnected, reconnections shall be made in accordance with Section 6 of this Ordinance.

L. Disposition of Money Collected

All funds collected under this section shall be deposited in an Enterprise fund, which shall pay all bond service expenses and all direct and indirect expenses incurred in the maintenance, operation, extension, improvement, repair or construction or reconstruction of the County water and wastewater collection and treatment system.

SECTION – 8

INDUSTRIAL PRETREATMENT REGULATIONS AND PROCEDURES

A. General Provisions

1. This section establishes uniform requirements for the direct and indirect waste contribution to the wastewater collection and treatment system of the County and enables the County to comply with all applicable local, state and federal laws. The objectives of this section include:

- (a) To prevent the introduction of pollutants into the publicly owned treatment works (POTW) which may potentially interfere with the operation of the system;
- (b) To prevent the introduction of pollutants into the County's wastewater system which may potentially pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
- (c) To ensure that the quality and quantity of the waste treatment by-products are maintained at a level which promotes the County's options for their beneficial reuse, marketability, reclamation or disposal;
- (d) To protect County personnel who may come into contact with sewage, sludge, and effluent in the course of their employment as well as to protect the general public;
- (e) To preserve the hydraulic and solids handling capacities of the POTW;
- (f) To provide for equitable allocation of the cost of operation, inspection and testing of users effluent, maintenance, and improvement of the County's wastewater system as it relates to the industrial pretreatment program;

(g) To minimize the quantity of wastewater discharged by users, and to maximize beneficial reuse, marketability, reclamation or disposal of wastewater treatment by-products.

(h) To ensure that the County complies with its discharge permit conditions, disposal requirements and any other laws to which the County wastewater system may be subject; and

(i) To protect the County's economic interests in its wastewater treatment system.

2. This section provides for the regulation of discharges into the County's wastewater collection system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for other users; authorizes monitoring and enforcement activities, establishes administrative review procedures, establish user reporting requirements; and provides for the setting of fees for the equitable allocation of costs resulting from the program established herein.

3. This section shall apply to all users of the sanitary sewer collection system and the POTW. Except as otherwise provided herein, the Department shall administer, implement, and enforce the provisions of this section.

B. General Sewer Use Requirements

1. Limitations and prohibitions on the quantity and quality of wastewater which may be lawfully discharged into the POTW are hereby established. Pretreatment of some wastewater discharges shall be required to achieve compliance with this section and the Act. The specific limitations set forth herein are necessary to enable the County to meet requirements contained in its discharge permit, to protect the public health and the environment, to protect the County's potential options for the beneficial reuse, marketing, reclamation or disposal of waste treatment by-products, and to provide efficient wastewater treatment and protect the health and safety of wastewater personnel.

2. The following pollutant limits are established to protect against potential interference. No person shall discharge wastewater containing pollutants in excess of the instantaneous maximum allowable discharge limits. These limits are the highest allowable concentration in any type of sample, whether a grab sample or composite sample collected over any time interval. The pollutant limits are as follows:

TABLE

Pollutant	Local Discharge Limits (or Range)
pH	$5 \leq \text{pH} \leq 11$
Oil & Grease (animal or vegetable)	200 mg/l
Oil & grease (petroleum)	100 mg/l
Arsenic	2.74 mg/l
Cadmium	0.09 mg/l
Chromium	5.32 mg/l
Copper	0.13 mg/l
Cyanide	0.24 mg/l
Nickel	4.95 mg/l
Silver	0.03 mg/l
Zinc	0.46 mg/l
Maximum Temperature	140°F at discharge point to POTW
Maximum Temperature	104°F @ Treatment Plant Headworks
Total Toxic Organics*	2 mg/l

*Total toxic organics (TTO) is the sum of all concentrations of organic compounds from a priority pollutant scan, that are above the detection limit. Where applicable under 40 CFR for specific industries or where the Department determines the necessity for a priority pollutant scan to be performed to determine pollutant concentrations discharge TTO monitoring shall be required.

3. Pollutant concentrations and the general prohibitions described in subparagraph 4 below apply at the point where the industrial wastewater is monitored or as determined by the Department. All concentrations for metallic substances are for "total" metal. The Department may impose mass based limitations for the pollutants in addition to or in place of the concentration based limitations described above. Compliance with all parameters may be determined from a single grab sample.

national categorical pretreatment standard limitations or the limits established by this or by any other ordinance adopted by the County.

(f) Any fats or greases, including but not limited to petroleum oil, non-biodegradable cutting oil, complex carbon compounds, or products of mineral oil origin, in amounts that will cause interference or pass through.

(g) Any wastewater having a pH less than 5.0 or more than 11.0, or which may otherwise potentially cause corrosive structural damage to the POTW, or harm County personnel or equipment.

(h) Any liquids, gases or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or property or are sufficient to hinder entry into the sewers for maintenance and repair.

(i) Any substance which may cause the waste treatment by-products to be unsuitable for the County's plans for the beneficial reuse, marketability, reclamation or disposal of wastewater treatment by-products.

(j) Any wastewater which imparts color which cannot be removed by the current treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant effluent.

(k) Any wastewater having a temperature greater than 140°F(60°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F(40°C).

(l) Any discharge from an industrial user who is handling radioactive materials under license from the Nuclear Regulatory Commission or the state, unless all of the following criteria are met:

(i) The industrial user demonstrates, to the satisfaction of the Department, that discharge from its normal operations will not exceed the following limits as determined at 25°C and pH7:

(a) Any radioactive material and any product in its decay chain present in the discharge has a half-life no greater than 100 days; and

(b) No radioactive compounds in a representative sample of the discharge shall be present on the filter after the sample is filtered through a 0.45 micron filter; and

(c) The concentration in a weekly representative sample is 1/50 of the concentration levels in 10 CFR 20 App.B, Table III; and

(d) If more than one radioactive compound is discharged, the sum of the fractions of the limit in (b) above as determined by dividing the actual weekly average concentration by 1/50 of the concentrations of the radioactive compounds listed in 10 CFR 20 App.B, Table III, does not exceed unity.

(ii) Any industrial user handling radioactive materials who demonstrates compliance with subparagraph (i) shall be permitted to discharge, but shall analyze a representative sample of its discharge weekly to demonstrate continuing compliance with such subparagraph (i) and shall retain all such sampling records pursuant to Section 8.F.11 of this Ordinance. Any discharge which exceeds the limits of subparagraph (i) shall be reported to the Department immediately by telephone, and written confirmation of such report shall be hand-delivered to the Department within 24 hours thereafter.

(iii) Any discharge which does not meet the requirements of subparagraph (i) shall be considered a violation of this and of the industrial user's permit.

(m) Any trucked or hauled wastes.

(n) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, cooling water, and unpolluted industrial wastewater, unless specifically authorized in writing by the Department.

(o) Any industrial wastewater containing fats, waxes, greases or oils, which float or become floatable at the wastewater treatment plant.

(p) Any sludges, screenings, or other residues from the pretreatment of industrial wastes.

(q) Any medical wastes, except as specifically authorized by the Department, in a wastewater permit.

(r) Any material which, in the judgment of the Department, contains, ammonia salts, or other chelating agents which may potentially produce metallic complexes that may interfere with the POTW.

(s) Any material considered hazardous waste according to 40 CFR Part 261.

(t) Any wastewater containing detergents, surface active agents, or other substances which may cause excessive foaming in the POTW's wastewater treatment system.

(u) Any substance which may cause the POTW to violate its discharge permit, or any other federal, state or local permits or requirements.

5. Wastes prohibited by this section shall not be processed or stored in such a manner that these materials could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to an industrial user's pretreatment facilities before connecting with the POTW or be adequately protected to prevent accidental releases.

6. Users subject to categorical pretreatment standards are required to comply with applicable standards as set out in 40 CFR Chapter 1, Subchapter N, Parts 405-471 and incorporated herein by this reference, and any applicable local limits.

7. The County reserves the right to establish by ordinance or resolution or in user discharge permits, more stringent limitations or requirements on discharges to the POTW if deemed reasonably necessary to comply with the objectives presented in this Ordinance or, with any other reasonable objective of the County.

8. No user shall in any way attempt to dilute a discharge as a partial or complete substitute for adequate pre-treatment to achieve compliance with a discharge limitation.

C. Pretreatment of Wastewater

1. Industrial users shall provide, at their own expense, necessary wastewater pre-treatment required to comply with this Ordinance and with all permit conditions and shall achieve compliance with all categorical pretreatment standards, local limits or prohibitions, as defined by the Section 8. Any facilities or equipment reasonably required to pretreat wastewater to a level required by this Ordinance shall be installed, operated, and maintained at the industrial user's expense.

2. Detailed plans showing all pretreatment facilities, operating procedures, construction schedule shall be approved by the Department before construction of the facility. The approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an acceptable discharge under the provisions of this Ordinance.

(a) No user required by this Ordinance to install pretreatment facilities will commence discharging industrial or commercial waste into the POTW until those required pretreatment facilities have been installed and approved by the Department.

(b) Any significant changes in pretreatment facilities or methods of operation shall be reported to and approved by the Department prior to the user's initiation of the changes.

3. Those significant industrial users required to by the Department shall provide and operate, at the user's expense, monitoring facilities for inspection, sampling and flow measurement of the building sewer and internal drainage system. Such monitoring facilities may consist of, but need not be limited to, instrumentation, sampling manholes and flow monitoring devices.

(a) Any such monitoring facility shall be situated on the user's premises unless the Department determines that such a location would be impractical or cause undue hardship on the user, in which case, the County may allow the monitoring facility to be constructed in a public street or sidewalk area in a manner such that it will not be obstructed by landscaping, parked vehicles or otherwise. No user shall construct such a monitoring facility unless there will be adequate room in or near the sampling manhole or facility to allow accurate sampling and preparation of samples for analysis.

(b) Any such monitoring facility and sampling and measuring equipment shall be constructed so as to be protected from vandalism and shall be maintained at all times in a safe and proper operating condition at the expense of the user. It is the responsibility of the user to clear graffiti or other visual nuisances from such facilities.

(c) Wherever constructed, the sampling and monitoring facility shall comply with all County requirements and all applicable local construction standards and specifications. Monitoring facility designs shall follow the standard detail of the County. Any exceptions or changes must be approved by the Department.

(d) Construction of any such monitoring facility shall be completed within the time limit specified by the Department.

4. Users shall ensure that they or whoever occupies the premises where wastewater is created or discharged shall allow the Department, or its representative, upon presentation of proper credentials, ready access at all times to all parts of the premises for the purposes of surveillance, inspection, sampling, records examination and copying, or in the performance of any other duty. Users shall grant the County, State, and EPA the right to set up on the user's property, such devices as are reasonably necessary to conduct sampling, inspection, compliance monitoring, metering, or any other functions related to enforcement of this Ordinance. Users shall, where applicable, make necessary arrangements with their security guards or other security system so that personnel from the County, State, and EPA will be permitted to enter, without delay, to perform their responsibilities.

5. The Director may impose temporary restrictions on industrial discharges; designate that certain wastewater be discharged only into specific sewers;

require relocation and/or consolidation of points of discharge; require separation of domestic quality and commercial wastestreams; or other such conditions as may be reasonable to protect the POTW or to evaluate the industrial or commercial user's compliance with the requirements of this Ordinance. Such restrictions may be reviewed and amended periodically by the director.

(a) Grease, oil, and sand interceptors shall be provided in accordance with applicable codes and ordinances.

(b) Industrial or commercial users with the potential to discharge volatile substances may be required to install and maintain an approved combustible gas detection meter.

6. Where required by the Department, industrial users shall provide protection from accidental discharge of materials which may cause interference with the POTW by developing spill prevention plans. Implementation of such plans shall be accomplished and maintained at the facility user's expense. The spill prevention plans shall be reviewed by the Department every two years to determine adequacy. Spill prevention plans, including the facilities' construction and the operating procedures shall be submitted to the Department. Industrial users that store hazardous substances shall not discharge to the POTW after the effective date of this Ordinance unless a spill prevention plan has been approved by the Department. Submittal of such plans shall not relieve the user from complying with all other laws and regulations governing the use, storage, and transportation of hazardous substances.

7. Where required by the Department, industrial users shall provide and implement a plan to protect the County sewer system from any slug discharge(s). Implementation of slug discharge control plan(s) will be reviewed by the Department at anytime, not less than once every two (2) years to determine adequacy.

8. Any person who shall occupy or operate the industrial user's facilities as a tenant under any rental or lease agreement, oral or written, shall be jointly and severally responsible for compliance with the provisions of this Ordinance in the same manner as the facility owner.

9. All industrial or commercial users shall separate domestic quality wastewaters from all industrial wastewaters until the industrial wastewaters have passed through a required pretreatment system and/or the industrial user's monitoring facility.

10. Every applicant for a permit under this section, and every new owner upon approved transfer of a permit, at the time of application or transfer of permit, shall submit plans in accordance with the ALARA principle (As Low As Reasonably Achievable), including implementation timetables, setting forth a detailed description of the available alternative technologies or processes which would reduce the quantity of the user's discharge or the quantity of pollutants in such discharge, as

well as the cost and feasibility of such alternatives, together with a detailed description of the methods and timetable by which the user intends to reduce the amount and concentration of the pollutants in its discharge and the quantity of its discharges. Such ALARA plans and implementation schedule shall require approval by the Department and when so approved shall become part of the permit conditions. Failure to submit or to comply with such plans and implementation schedules shall be considered a permit violation.

D. Wastewater Permit Eligibility

1. When requested by the Department, users must submit information on the nature and characteristics of their wastewater by completing a wastewater questionnaire. The Department is authorized to prepare a form for this purpose and may periodically require users to respond to the questionnaire. Failure to accurately complete this questionnaire within thirty (30) calendar days shall be grounds for disallowing or terminating service to the industrial user and shall be considered a violation of this section. Additional information may be requested and/or a facility inspection performed by the Department to assist in determining the need to permit an industrial user.

2. It shall be unlawful for significant industrial users to discharge wastewater into the County's sanitary sewer system without first obtaining a wastewater discharge permit from the Department. Any violation of the terms and conditions of a wastewater permit shall be deemed a violation of this Ordinance and subjects the industrial user to the sanctions set out in this Ordinance. Obtaining a wastewater permit does not relieve a permittee of its obligation to obtain other permits required by federal, state, local or other applicable laws. At the County's discretion, the Department may require other industrial users, to obtain discharge permits as reasonably necessary to carry out the purposes of this section.

3. Any significant industrial user proposing to begin or recommence discharging industrial wastes into the POTW shall, be required to obtain a discharge permit prior to beginning such discharge. Any industrial user who has ceased discharge for any reason for a period of six (6) months or longer shall be considered a new source.

4. All industrial users required to have a permit must submit the following information on an application form provided by the Department. Incomplete or inaccurate applications will not be processed and will be returned to the industrial user for revision.

- (a) Name, mailing address, and business location (if different from the mailing address);
- (b) Environmental control permits held by or for the facility;
- (c) Material safety data sheets;

- (d) Standard industrial classification (SIC) codes for the facility and any facility processes for which categorical pretreatment standards have been promulgated;
- (e) Description of activities, facilities, and plant processes on the premises, including a list of raw materials and chemicals used at the facility.
- (f) Number and type of employees, and hours of operation, and proposed or actual hours of operation of the pretreatment system;
- (g) Each product and by product produced by type, amount, process or processes and rate of production;
- (h) Type and amount of raw materials process (average and maximum per day);
- (i) The site plans, floor plans, and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation, and all points of discharge;
- (j) Time and duration of the discharge;
- (k) Measured or estimated average daily and maximum daily flow, in gallons per day, to the POTW from categorical and other permitted process streams and other streams as necessary to use the combined wastewater formula in 40 CFR 403.6(e);
- (l) Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any;
- (m) Wastewater constituents and characteristics, including but not limited to any pollutants in the discharge which are limited by any federal, state or local standards, pretreatment standards applicable to each categorical and other permitted process; and nature and concentration (or mass if pretreatment is required) of pollutants in each process (daily maximum and average concentration or mass when required by a pretreatment standard). Sampling and analysis will be undertaken in accordance with 40 CFR Part 136 and with any local rule or regulation and shall demonstrate compliance with all local, state and federal discharge regulations;
- (n) A statement by an authorized representative of the user and by a certified by a professional engineer registered in New Mexico verifying that the pretreatment standards listed in this Ordinance are not being violated, and if they are, what additional pretreatment is reasonably necessary. The statement shall contain certification by the authorized representative of the user and by the engineer in the form set forth in Section 8-D.6.

(o) If additional pretreatment and/or operation and maintenance will be reasonably required to meet the pretreatment standards, the industrial user shall indicate the shortest practicable time schedule necessary to accomplish installation or implementation of such additional treatment and/or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

(i) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include hiring an engineer, completing preliminary plans, completing construction, beginning operation, and conducting routine operation). No increment referred to above shall exceed nine (9) months, nor shall the total compliance period exceed eighteen (18) months.

(ii) No later than seven (7) calendar days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Department including, as a minimum, whether or not it has complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports.

(p) Any other information deemed by the Department to be reasonably necessary to evaluate the permit application.

(q) ALARA plans as set forth in Section 8.C.10.

6. All permit applications, ALARA plans as set forth in Section 8-C.10 and industrial user reports must contain the following certification statement and be signed by an authorized representative of the industrial user.

"I certify under penalty of perjury that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

E. Discharge Permit Issuance Process

1. Permits shall be issued for a specified time period, not to exceed five (5) years. Each permit will indicate a specific date upon which it will expire. Standard permit lengths are three (3) years for industries subject to categorical standards and up to five (5) years for all other significant industries. At the Department's discretion, permits may be issued for periods of lesser duration.

2. Wastewater permits shall include such conditions as are reasonably deemed necessary by the Department to prevent interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate and improve the County's options for beneficial reuse, marketing, reclamation or disposal of the wastewater treatment by-products, protect ambient air quality, and protect against damage to the POTW.

(a) Discharge permits must contain the following:

(i) A statement that indicates permit duration, which in no event shall exceed five (5) years.

(ii) A statement that the permit is nontransferable without prior notification to and approval by the Department which includes provisions for furnishing the new owner or operator with a copy of the existing permit.

(iii) Pollutant limits applicable to the user based on applicable standards in federal, state and local law.

(iv) Self monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include, but are not limited to, an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state and local law.

(v) Statement of applicable penalties for violation of pretreatment requirements, compliance schedules, and permit conditions.

(vi) Requirements for immediate reporting of any instance of noncompliance and for automatic resampling and reporting within thirty (30) calendar days where self-monitoring indicates a violation(s).

(vii) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by this section and affording the Department access thereto.

(viii) Requirements for prior notification and approval by the Department of any new introduction of wastewater pollutants or any significant change in the volume character of the wastewater prior to introduction in the POTW.

(ix) Requirements for the prior notification and approval by the Department of any change in the manufacturing and/or pretreatment process used by the permittee.

(x) Requirements for immediate notification of accidental or slug discharges.

(xi) A statement that violation of any local, state, or federal standard or requirement impacting a user's discharge shall be considered a violation of this Ordinance.

(xii) The ALARA plans set forth in Section 8.C.10.

(b) At the County's discretion, the permits may contain any of the following:

(i) Limits on the average and maximum rate of discharge, limits on the time of discharge, and requirement for flow regulation and equalization.

(ii) Limits on the instantaneous, daily and monthly average discharges and maximum concentration, mass, or other measure of identified wastewater pollutants or properties.

(iii) Requirements for the installation of applicable levels of pretreatment technology designed to reduce, eliminate or prevent the introduction of pollutants into the POTW.

(iv) Development and implementation of spill control and/or slug discharge control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges.

(v) The unit charge or schedule of user charges or fees for the management of the wastewater discharged to the POTW.

(vi) Requirements for installation and maintenance of inspection and sampling facilities and equipment.

(vii) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.

(viii) Compliance schedules for meeting pretreatment standards and requirements.

(ix) Requirements for submission of periodic self-monitoring.

(x) A statement that compliance with the industrial user's permit does not relieve the permittee of responsibility for compliance with all applicable federal, State and local pretreatment standards, including those which become effective during the term of the permit.

(xi) Other conditions as deemed appropriate by the Department to promote compliance with this , and other local, State and federal laws, rules, and regulations.

3. Within sixty (60) calendar days of receipt of completed applications, the Department shall review and evaluate the applications. The Director shall deny any application which does not, in the opinion of the Department, meet the requirements of this Ordinance, or shall propose such other special conditions as it deems advisable. All wastewater discharge permits shall be subject to all the provisions of this section and all other applicable ordinances, laws and regulations. The Department will act only on applications that are accompanied by a complete report outlining all information required by this section. Persons who have filed incomplete applications will be notified by the Department of the nature of the deficiency. The Department shall deny the application for a wastewater discharge permit and notify the applicant in writing of such action.

4. Upon notification to the industrial user, the Department may, at any time, modify the permit for reasons including, but not limited to, the following:

(a) To incorporate any new or revised federal, State, or local pretreatment standards or requirements.

(b) To address alterations or additions to the industrial user's operation, processes, or wastewater volume or quality since the time of permit issuance.

(c) A change in the POTW or to the condition of the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

(d) Information indicating that the permitted discharge poses a potential threat to the POTW, or to the County's options for the for the beneficial reuse, marketing, reclamation or disposal of the wastewater treatment by-products.

(e) In response to violations of any terms or conditions of the wastewater permit.

(f) To correct misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.

(g) The revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403-13.

(h) To correct typographical or other errors in the permit.

(i) To reflect a transfer of the facility ownership or operation to a new owner/operator.

5. Permits may be reassigned or transferred to a new owner or operator with prior approval of the Department. Failure to provide advance notice of a transfer along with the below listed information renders the wastewater permit voidable by the Department on the date of facility transfer. The notice must include a written certification by the new owner which:

(i) States that the new owner has no present intent to change the facility operations and processes.

(ii) Identifies the specific date on which the transfer is to occur.

(iii) Acknowledges full responsibility for complying with the existing permit.

(iv) Identifies facility contact, operator and authorized representative.

6. Permits may be suspended or terminated for the following reasons:

(i) Failure to notify the Department of significant changes to the wastewater and/or process prior to the changed conditions;

(ii) False or inaccurate self-monitoring reports;

(iii) Tampering with monitoring equipment;

(iv) Refusing to allow the Department timely access to the facility premises or records;

(v) Failure to meet discharge limitations;

(vi) Failure to pay fines or penalties assessed for violations to this section;

(vii) Failure to meet compliance schedules;

- reports;
- (viii) Failure to submit accurate periodic compliance
- of a permitted facility;
- (ix) Failure to complete a wastewater survey;
 - (x) Failure to provide the required notice of the transfer
- Department;
- (xi) Making false statements or representations to the
 - (xii) Violation of any pretreatment standard or requirement or any terms of the permit or this , or of any local, state or federal law affecting discharge.

7. Permits shall be voidable upon cessation of operations for periods greater than six months. All prior permits are void upon the issuance of a new wastewater permit.

8. A significant industrial user shall apply for permit re-issuance by submitting a complete permit application in accordance with this section a minimum of ninety (90) calendar days prior to the expiration of the user's existing permit.

F. Reporting Requirements

1. Within one hundred and eighty (180) days after the effective date of a categorical standard, or one hundred and eighty (180) days after the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, users subject to such categorical pretreatment standards and currently discharging to or scheduled to discharge to the POTW shall submit to the Department, a baseline monitoring report which shall contain the information listed below. A baseline monitoring report must be submitted by industrial users subject to pretreatment standards and requirements ninety (90) days prior to the approval and issuance of a discharge permit authorizing commencement of discharge. Industrial users with an existing permit that have changed processes or sources so as to become a new source shall submit a baseline monitoring report ninety (90) days prior to commencement of discharge, contingent on approval by the Department. A baseline monitoring report must be submitted ninety (90) days prior to the expiration date of an existing discharge permit. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable pretreatment standards and any other local, state or federal laws or regulations governing its discharge. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

- (a) The information required by this section shall include:

(i) Name and address of the facility including the name of the operator and owners:

(ii) A list of any environmental control permits held by the user or for the facility;

(iii) A brief description of the nature, average rate of production, and standard industrial classifications of the operations(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the system from the regulated processes;

(iv) Information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams as necessary to allow use of the combined wastestream formula set out in 40 CFR 403.6(e);

(v) Measurement of pollutants.

(a) The industrial user shall identify the categorical pretreatment standards and any other local, state or federal laws affecting its discharge applicable to each regulated process and sample to demonstrate compliance during the required reporting period. Sampling shall be performed and reported every six (6) months, at a minimum.

(b) In addition, the industrial user shall submit the results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the federal categorical standards or by the Department) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum and long term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be performed in accordance with procedure set out in 40 CFR Part 136;

(c) A minimum of four (4) grab samples must be used for composite cyanide, total phenols, and volatile organics. All other pollutants will be measured by composite samples obtained through flow proportional sampling techniques. If flow proportional composite sampling is infeasible, samples may be obtained through time proportional sampling techniques or through four grab samples if the user demonstrates to the Department's satisfaction that such a sample will be representative of the discharge.

(vi) A statement shall be provided which is approved by an authorized representative of the industrial user and by a certified professional engineer registered in New Mexico, verifying that pretreatment standards and all other local, state and federal regulations affecting discharge are being met on a consistent basis and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required in order to comply.

(vii) Whether or not additional pretreatment and/or O&M will be required to meet the pretreatment standards, and all other local, state and federal regulations affecting discharge, the industrial user shall be required to meet the shortest reasonable schedule, as defined by the County, to provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard.

(viii) All baseline monitoring reports must be signed and certified in accordance with Section 8.D.6 of this Ordinance.

2. Within ninety (90) calendar days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source, following commencement of the introduction of wastewater into the POTW, any industrial user subject to such pretreatment standards and requirements shall submit to the Department a report containing the information described in Section 9.F.1. For industrial users subject to equivalent mass of concentration limits established in accordance with the procedures in 40 CFR 406(c), this report shall contain a reasonable measure or estimate of the user's long term production rate. For all other industrial users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified with this section and with Section 8.D.6.

3. Any significant industrial user subject to a pretreatment standard shall, at a frequency determined by the Department, but in no case less than twice per year, submit a report indicating the characteristics and concentration of pollutants in the discharge which are limited by such pretreatment standards and the County's local limits and the measured or estimated average and maximum daily flows for the reporting period. All periodic compliance reports must be signed and certified in accordance with this Section and with Section 8.D.6 of this Ordinance.

(a) All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that sample results are unrepresentative of its discharge.

(b) In the event an industrial user's monitoring results indicate a violation of this has occurred, the industrial user shall immediately notify the Department and resample its discharge. The industrial user must report the results of the repeated sampling within thirty (30) days of discovering the first violation.

4. Each industrial user is required to notify the Department of any planned significant changes to the industrial user's operations or pretreatment systems which might alter the characteristics, or volume of its wastewater.

(a) The Department may require the industrial user to submit information as necessary to evaluate the changed condition, including the submission of a wastewater permit application, if necessary.

(b) The Department may issue a discharge permit or modify an existing wastewater permit under Section 8.E of this Ordinance.

(c) No industrial user shall implement the planned changed condition(s) until and unless the Department has responded to the industrial user's notice.

(d) Average flow increases of 20% or greater and/or the discharge of any previously unreported pollutant shall be deemed significant.

5. Industrial users shall notify the Department of any discharge of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261 (regulations promulgated under RCRA). The notification must indicate the name, hazardous waste number and type of discharge (continuous, batch, or other). This notification must otherwise meet the requirements of 40 CFR 403.12 (p). Discharges of less than 15 kilograms of non-acute hazardous wastes in any calendar month may be exempt from this requirement at the discretion of the Department, if allowed by federal regulations.

6. Each industrial user shall take reasonable measures to predict and prevent any prohibited discharges of substances regulated by this section. Devices and systems to prevent prohibited discharges shall be provided and maintained at the facility owner's or user's expense. For those industries required to submit a spill prevention and/or slug discharge control plan in accordance with this Ordinance, detailed plans showing any pretreatment systems facilities and operating procedures to provide this protection shall be submitted to the Department prior to construction. Review of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Ordinance.

(a) Industrial users who are defined by the Department, as significant industrial users, shall not be permitted to introduce pollutants into the POTW until an accidental discharge response plan has been approved by the Department.

(b) In any case of prohibited discharge which may potentially upset, or interfere with the treatment facilities, or cause potential health hazards to POTW personnel, the user shall immediately telephone and notify the Department of the incident. This notification shall include the location of the discharge, type of waste,

concentration and volume, if known, and corrective actions taken by the user. Failure to notify the Department of any prohibited discharge under this section within one hour of recognition of the discharge constitutes a violation of this section.

(c) Within five (5) calendar days following prohibited discharge, the user shall, unless exempted by the Department, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any liability which may be incurred as a result of such discharge; nor shall such notification relieve the user of any fines, criminal or civil penalties, or other liability.

(d) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a prohibited discharge described in subsection 8.F.6(b), above. Employers shall ensure that all employees are advised of the emergency notification procedure.

7. Industrial users not subject to categorical pretreatment standards and not required to obtain a discharge permit shall, as required by the Department, provide any information or reports that are deemed by the Department to be necessary.

8. Except as indicated in 8(a), below, wastewater samples collected for purposes of determining industrial user compliance with pretreatment standards and requirements and all other local, state, or federal regulations affecting discharge must be obtained using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Department may authorize, in writing, the use of time proportional sampling.

(a) Samples for oil and grease, temperature, pH, cyanide, phenols, toxicity, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.

(b) Where required by the Department, flow measurements may be required by use of suitable methods as approved by the Department. Such flow measurement methods shall be installed in the system and maintained at the expense of the user.

(c) Where required by the Department, manholes shall be required to be placed in the industrial user's wastewater system for the purpose of monitoring and periodic sampling of the wastewater effluent. Such manholes will meet all standards and specifications as set forth by the Department and shall be maintained at the industrial user's expense.

9. All wastewater analyses, sample collection, including sampling techniques, preservation and holding times to be submitted as part of a permit application or report, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136. If 40 CFR part 136 does not contain sampling or analytical techniques

for the pollutant in question sampling and analysis shall be done, in accordance with procedures approved by the EPA and/or the Department.

10. The Department shall recover its expenses incurred in collecting and analyzing samples of the industrial user's discharge, or in having the collection of analysis performed by an independent firm, by adding the costs to the industrial user's permit fee or by separate billing for scheduled monitoring and for non-scheduled compliance monitoring.

11. Industrial users shall retain, and make available for inspection and copying, all records and information required to be retained under 40 CFR.403.12)(o) or as required by the Department. These records shall remain available for a period of at least three (3) years. This retention period shall be automatically extended for the duration of any litigation or administrative action concerning compliance with this section, or where the industrial user has been specifically notified of a longer retention period by the Department.

G. Compliance Monitoring

1. The Department shall have the right to enter the facilities of any industrial user or applicant to ascertain compliance with the requirements of this Ordinance or any local, state, or federal regulations affecting discharge. All actual and/or industrial users or applicants shall allow the Department ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any relate duties. The Department shall sample and monitor each permitted facility at least once annually and more frequently if as the Department determines reasonable in order to determine compliance.

(a) Where a user has security measures in force which require proper identification and clearance before entry into their premises, the industrial user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, personnel from the Department, State, and USEPA will be permitted to enter, without delay, for the purpose of performing their responsibilities.

(b) The Department, State, and USEPA shall be permitted to set up or require installation of such devices as are reasonably necessary to conduct sampling, and/or metering of the user's operations on the industrial user's property.

(c) The Department may require the industrial user to install monitoring equipment. The facility's sampling and monitoring equipment shall be maintained in a safe and proper operating condition by the industrial user at the industrial user's expense. All devices used to measure wastewater flow and quantity shall be calibrated periodically in accordance with the manufactures guidelines by the industrial user to ensure their accuracy. Records of calibration methods and frequency shall be made available to the Department upon request. Costs of laboratory testing or

analysis by the outside firm approved by the County for permit compliance monitoring shall be the responsibility of the user.

(d) Any temporary or permanent obstruction to safe and easy access to the industrial users premises shall be promptly removed by the industrial user at the written or verbal request of the Department and shall not be replaced. The costs of clearing such access shall be borne by the industrial user.

(e) Unreasonable delays in allowing Department personnel access to the industrial user's premises shall be considered a violation of this Ordinance.

H. Confidential Information

Information and data about an industrial user obtained from reports, questionnaires, permit applications, permits, and monitoring programs, and from Department inspection and sampling activities, shall be available to the public without restriction unless the industrial user is able to demonstrate, in writing and to the satisfaction of the Department, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets or proprietary information.

1. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

2. When proved by the industrial user to the satisfaction of the Department that such information should be held confidential, the portions of a report which disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately upon request to governmental agencies for uses related to this Ordinance, and in enforcement proceedings involving the person furnishing the report. The Department shall take reasonable measures to preserve the confidential nature of such information.

L. Publication of Significant Violators

The Department may annually publish, in the largest daily newspaper circulated in the area where the POTW is located, a list of the industrial users which during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

1. Sixty-six percent or more of wastewater measurements taken during a six (6) month period exceed the discharge limit for the same pollutant.

2. When thirty-three percent or more of wastewater measurements taken during a six month period equal or exceed the product of the daily maximum limit

or the average limit multiplied by 1.4 for fats, oils and grease, or 1.2 for all other pollutants except for pH.

3. Any other discharge violation that may cause, alone or in combination with other discharges, interference (including endangering the health of County personnel or the general public).
4. Any discharge of pollutants that has caused imminent danger to the public or to the environment, or has resulted in the Department's exercise of its emergency authority to halt or prevent such a discharge;
5. Failure to meet, within ninety (90) calendar days of the scheduled date, a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction, or attaining final compliance;
6. Failure to provide, within thirty (30) calendar days after the due date, any required reports, including baseline monitoring reports, ninety (90) day compliance reports, periodic self monitoring reports and reports on compliance with compliance schedules;
7. Failure to report noncompliance; or
8. Any other violation(s) which the Department determines may adversely affect the operation of the POTW or implementation of this Ordinance.
9. Significant non-compliance due to the quality of the water supply shall not be grounds for publication of the user's name.

J. Miscellaneous Charges and Fee Provisions

The Department shall adopt reasonable charges and fees for reimbursement of costs of setting up and operating the pretreatment program which shall include:

1. Fee for permit applications including the cost of processing such applications;
2. Fees for monitoring, inspection, and surveillance procedures including the cost of reviewing monitoring reports submitted by industrial users; and the costs of monitoring or analysis by independent firms when so required by the Department.
3. Fees for reviewing and responding to accidental discharge procedures and construction;
4. Other fees as the Department may deem necessary to carry out the purposes set forth herein. These fees relate solely to the matters covered by these

regulations and are separate from all other fees, fines, and penalties chargeable by the Department.

1577127

SECTION - 9

WASTEWATER EXTRA-STRENGTH SURCHARGE PROGRAM

A. Scope

1. The purpose of this section is to provide for the equitable allocation of the costs of conveying, treating, operating and maintaining the POTW.

2. These provisions shall apply to all non-residential wastewater dischargers using the County POTW and shall be administered by the Department.

B. Surcharge Parameters

The Department shall maintain appropriate surcharge parameters based on federal and state requirements placed on the operation, maintenance and performance of the POTW. The parameters may include, but shall not be limited to, the following:

1. Flow, COD and TSS.

2. A base flow in gpd and concentration in mg/l for each wastewater parameter may be established by the County. The user will be surcharged for discharges in excess of the base.

3. The Department may apply any or all of the parameters to the user as appropriate.

C. User Categories

The Department may place each user in a user category for purposes of developing a category mean for flows and parameters.

D. Estimation of Wastewater Flows

1. The Department will estimate the quantity of wastewater discharged by the user. The amount of wastewater discharged shall be assumed to be 90% of the water consumed unless the user can provide acceptable evidence to the County showing otherwise.

2. The Department may require that the user install water measuring equipment and other related items to assist with making this determination, if water service is not provided by the County.

3. The Department may require the user to report readings and allow the County to access the meter.

4. The user shall provide a safe, secure location meeting the Department's requirements for conducting flow measurement studies within sixty (60) days of receipt of the Department's request.

E. Discharge Sampling

1. The Department shall determine the location for all wastewater sampling. The user shall provide a safe, secure location meeting the Department's requirements for the wastewater sampling within sixty (60) days of receipt of the Department's request.

2. The method of sampling shall be determined by the Department. Methods may include grab or composite sampling depending on the user's flow, access, process and other variables. The standard shall be a time-weighted six day composite.

3. The duration and frequency of sampling shall be determined by the Department. Duration and frequency may include single samples or multiple samples taken over a period of time depending on the user's flows, access, process, hours of operation and other variables. The sampling shall be done once every two years, or as otherwise determined by the Department.

4. All wastewater analysis shall comply with the requirements listed in 40 CFR 136 and/or the standard methods.

F. Estimation of Wastewater Parameter Concentrations

In lieu of wastewater sampling and testing, the County has the option of estimating one or all of the user's discharge parameters (concentration and mass) based on the information developed from other users or on incomplete information on the user's discharge.

G. Wastewater Resampling

1. The Department may perform a resample if the results of the analysis do not appear to correspond with the user's operation or for other reasons determined by the Department. Resampling shall follow the same procedure as for discharge sampling. The Department may perform periodic resampling and inspections to assure continued compliance with these rules and regulations, including inspection of grease trap pumping records.

2. Individual users may resample their wastewater and have it tested by a Department-approved lab and present the resulting data to the Department for its

review. The industrial user shall be responsible for all costs associated with the resampling and testing, and reporting shall comply with the following requirements:

(a) Testing shall be performed in accordance with 40 CFR 136 and/or County approved standard methods.

(b) The resampling shall follow procedures described by the Department.

3. Recovery of resampling costs performed by the Department at the request of the user shall be reimbursed in accordance with the fees as shown in Exhibit A.

H. Assessment of the Surcharge

1. The County will assess the surcharge on the users found to be discharging wastewater above the base surcharge parameters.

2. Calculation of surcharge will be made in accordance with Exhibit A of this section.

I. Surcharge Billing

The County shall include the surcharge on the user's monthly wastewater bill. It shall be identified as a separate surcharge fee to the user.

J. Discharge Credits

No credits shall be given for wastewater discharged at a concentration less than the base domestic concentration.

K. Violations

Violations against these rules and regulations include:

1. Disregard of notification(s) issued by the Department to install proper sampling equipment, sampling port or other items requested by the Department.

2. Upon being shown proper identification, refusing to allow Department personnel on user's property for the purpose of user category verification, locating a sampling port, monitoring, estimating water usage or for developing or confirming other information necessary for the program's administration.

3. Removing, damaging, relocating or tampering with sampling and monitoring equipment.

4. Improperly maintaining a grease trap.
5. Non-payment of surcharge over thirty (30) days past due.

SECTION – 10

GREASE INTERCEPTOR FACILITIES

A. Description

The purpose of an interior or exterior grease interceptor is to remove grease or oil from sewage prior to discharge to the public sanitary sewer. These interceptors serve as a small flotation chambers where grease rises to the water surface and is retained, while the clearer water underneath is discharged. The use of word "interceptor" is interchangeable with the word "trap."

B. Prohibited Discharge

No water or wastewater containing substances which may solidify or become viscous at temperatures between thirty-two (32°F) degrees and one hundred fifty (150°F) degrees Fahrenheit shall be discharged into any public sanitary sewer

C. Special Requirements

The size and type of grease interceptor shall be subject to the approval of the County's building inspection Department. The grease interceptor shall be installed in a line separate from other sanitary plumbing facilities. In general, all grease interceptors shall be designed for exterior installation, of capacity sufficient to service those grease generating fixtures connected thereto. Wastes other than those requiring separation shall not be discharged into the grease interceptor. Grease traps shall be designed, located and constructed in a manner that will permit easy access and maintenance by the user and allow inspection by the Department.

D. Grease Interceptor Standards

The minimum requirements for interceptor sizing, construction, materials and other features shall be those required by the Uniform Plumbing Code (UPC), latest edition and any modifications, revisions or amendments made by the County's building inspection Department.

E. Pre-Existing Grease Interceptors

Grease interceptors existing upon the adoption of this Ordinance shall not be exempt from the provisions in this section.

F. Maintenance

Grease traps shall be cleaned at or before the receptacle reaches seventy-five percent (75%) of its design capacity. The operator of a grease trap shall maintain a log book of all maintenance activities and evidence of grease disposal in accordance with County, state and federal regulations. Grease traps shall be subject to unannounced inspection by the Department's personnel at any time during their operation.

G. Grease interceptor Requirements

1. All restaurants, cafeterias, institutional kitchens, and other installations having facilities for the preparation and serving of food in quantity, laundromats, car washes, gas stations, auto machinery garages and car washes, and art shops or art galleries where the potential for discharge of grease, oils and waxes into the sanitary sewer system exists, whose location is within the County's sanitary sewer service area shall be required to install a grease interceptor.

2. Any facility as listed above, that is currently operating without the required grease interceptor, even though there may have been no history of blockages caused at or downstream from their location, shall be required to install a grease interceptor.

3. Customer shall submit to the County, plans or technical drawings to install a grease trap as required in this section, within three (3) months after receiving notice of noncompliance.

4. Customer shall then have up to six (6) additional months to install the grease interceptor, upon approval of the drawings by the County's building inspection Department.

5. An application for a new water or sewer service connection may be denied pending installation of a grease interceptor.

6. Any commercial or industrial facility, currently on an on-site sewer system and making an application to connect to the POTW, shall install or show proof of installation of a grease interceptor, according to the parameters of this section, prior to approval of the application.

7. When any commercial or industrial facility that is found to have grease traps which are inadequate to meet the requirements of this section, and is connected to the POTW, and/or is in the process of changing owners, lessees or renters, the fee simple owner shall be required to update the system in compliance with these rules and regulations before the new owner or operator will be allowed to commence discharge.

SECTION 11

1577132

ADMINISTRATIVE ENFORCEMENT, REVIEW AND PENALTIES

A. Administrative Enforcement.

The Department may take any or all of the following actions (Department action) with respect to any violation of this Ordinance or order issued hereunder, or any pretreatment standard or requirement, or of any permit condition or denial, or any other local, state or federal law or regulation affecting discharge:

(a) Deny a permit not in compliance with requirements identified in Section 8.D.

(b) Issue an emergency cease and desist order for the suspension of any activity by the user, whenever, in the opinion of the Director, such emergency suspension is reasonably necessary to stop an actual or to prevent a threatened discharge which may endanger the health or welfare of persons, or may potentially interfere with the operation of the POTW.

(i) The Director shall have hand-delivered or shall send the notice of emergency suspension by certified mail to the user and/or the owner at the address set forth on the permit application.

(ii) The notice of emergency suspension shall set forth the nature of the emergency, the reasons for the emergency suspension, and a request that the user and/or owner show cause why the emergency suspension should not remain in effect.

(iii) Any user notified of an emergency suspension of its wastewater permit shall immediately stop or eliminate its discharge to the POTW. In the event of a user's failure to immediately comply with the suspension order, the Department will take such steps as deemed reasonable, including but not limited to immediate severance or blockage of the sewer connection.

(c) Issue an administrative compliance order setting forth the terms and conditions of any action reasonably required by the Department for the user's continued discharge, including permit modification;

(d) Suspend the user's discharge permit;

(e) Terminate the user's discharge permit;

(f) Modify the user's discharge permit;

(g) Terminate the user's service;

(h) Impose fines on the user; and/or

1577133

(i) Seek criminal penalties and/or imprisonment.

2. Before initiating any Department action, except for those Department actions set for in Sections 11.A.1(a) or 11.A.1(g), the Department shall afford the user and/or owner the following rights to pre-action administrative review:

(a) The Department shall issue written notice of the proposed action or permit application denial, and shall have hand delivered or shall send the notice by certified mail to the user and/or owner at the address set forth on the permit application. If the notice is sent by regular mail, it shall be deemed to be served three days after being placed in the mail to the address shown on the user's application. Whether or not the user and/or owner appears as noticed, immediate enforcement action may be pursued following the hearing date.

(b) The notice of proposed action shall set forth the proposed Department action, the reasons for the proposed action, and a request that the user and/or owner show cause why the proposed action should not be taken.

(c) The user and/or owner wishing to participate in the pre-action administrative review shall file with the Director a written response to the notice of proposed action within ten (10) days after mailing of the notice of proposed action. The response shall include the facts supporting the user and/or owner's position that the proposed action should not be taken, and shall also include any alternatives to the Department's proposed action.

(d) The owner and/or user may request a hearing on the proposed action by filing a written request with the Director within ten (10) days of the date of mailing of the notice of proposed action. If a hearing is requested, it shall be set within twenty (20) days of receipt of the request, and notice of the hearing shall be delivered to the user and/or owner at least three (3) days before such hearing. If the notice is sent by regular mail, it shall be deemed to be served three (3) days after being placed in the mail to the address shown on the user's application.

(e) If the owner/user does not timely request a hearing, the Director shall make his/her determination based solely on the written response. If no written response is filed, the user and/or owner shall be deemed to have abandoned all rights to administrative review.

(f) If a hearing is timely requested, the Director shall conduct the hearing, or may appoint a hearing officer to make recommendations to the Director upon which the Director's written order will be based.

(g) The user and/or owner shall bear the burden of proving by the preponderance of the evidence that the proposed Department action should not be taken.

(h) The Director shall issue a written order within 10 days of the hearing, or within ten (10) days of the written response if no hearing is requested, indicating the action which will be taken. The Director's written order shall be considered final agency action for purposes of judicial review, and shall remain in effect during any appellate review process unless otherwise ordered by the reviewing court. If the user is not successful in obtaining a change in the proposed County action, the Director may assess the costs of such hearing process to the user.

3. An owner and/or user may request administrative review of any emergency suspension order through the following procedures:

(a) The user and /or owner wishing to seek administrative review shall file with the Department a written response to the notice of emergency suspension within ten (10) days of the date of mailing of the notice of emergency suspension. The response shall include the facts supporting the user's and/or owner's position that the emergency suspension should not remain in effect, and shall also include all plans to rectify the emergency.

(b) The owner and/or user may request a hearing on the proposed action by filing a written request with the Department within ten (10) days of the date of mailing of the notice of proposed action. If a hearing is requested, it shall be set within twenty (20) days of receipt of the request, and notice of the hearing shall be delivered to the user and/or owner at least three (3) days before such hearing. If the notice is sent by regular mail, it shall be deemed to be served three (3) days after being placed in the mail to the address shown on the user's application.

(c) If the owner/user does not timely request a hearing, the Department shall make its determination based solely on the written response. If no written response is filed, the user and/or owner shall be deemed to have abandoned all rights to administrative review, and the emergency suspension shall become permanent.

(d) If a hearing is timely requested, the Department shall conduct the hearing, or may appoint a hearing officer to make recommendations to the Department upon which the Department's written order will be based.

(e) The user and/or owner shall bear the burden of proving by the preponderance of the evidence that the emergency suspension should not remain in effect.

(f) The Department shall issue a written order within ten (10) days of the hearing, or within ten (10) days of the written response if no hearing is

requested, indicating the action which will be taken. The Department's written order shall be considered final agency action, and shall remain in effect during any appellate review process, unless otherwise ordered by the reviewing court. The Department may assess the costs of such hearing process if the user is not successful.

(g) The emergency suspension order shall remain in effect during the pendency of the hearing, and during any appellate review process, unless otherwise ordered by the reviewing court.

4. A user and/or owner may seek review by the Department of any condition or term of a permit, modification of a permit, refusal to issue a permit or to modify a permit, or order issued with respect to a permit, or of any fine assessed by the Director, through the following administrative procedure.

(a) The user and/or owner shall file a petition for review with the Department within thirty (30) calendar days of the action sought to be reviewed.

(b) The petition shall contain a description of any Department action being appealed, the facts supporting the appeal, and the proposed outcome.

(c) If the petition seeks review of any fine, evidence of full payment of the fine shall accompany the petition for review.

(d) The owner and/or user may request a hearing on the proposed action by filing a written request with the Department within thirty (30) days of the date of mailing of the notice of proposed action. If a hearing is requested, it shall be set within sixty (60) days of receipt of the request, and notice of the hearing shall be delivered to the user and/or owner at least twenty (20) days before such hearing. If the notice is sent by regular mail, it shall be deemed to be served three (3) days after being placed in the mail to the address shown on the user's application.

(e) If the owner/user does not timely request a hearing, the Department shall make his/her determination based solely on the written petition.

(f) The user and/or owner shall bear the burden of proving by a preponderance of the evidence any ruling which it wants the Department to issue.

(g) If a hearing is timely requested, the Department shall conduct the hearing, or may appoint a hearing officer to make recommendations to the Department upon which the Department's written order will be based.

(h) The Department shall issue a written order within thirty (30) days of the hearing, or within thirty (30) days of the written response if no hearing is requested, indicating the action which will be taken. The Department's written order shall be considered final agency action, and shall remain in effect during any appellate review process, unless otherwise ordered by the reviewing court. The Department may

assess the costs of such hearing process if the user and/or owner is not successful. Any fine, or portion thereof, which is not sustained by the Department shall be refunded to the user and/or owner within thirty (30) days of the Department's order, together with interest at the legal rate.

(i) The Department action sought to be reviewed shall remain in effect during the pendency of the hearing, and during any appellate review process, unless otherwise ordered by the reviewing court.

B. Judicial Enforcement and Penalties

1. Whenever a user has violated or continues to violate the provisions of this Ordinance or orders issued hereunder, the Department shall seek injunctive relief to the extent allowed by law.

2. Violation of any provision of this Ordinance are subject to enforcement pursuant to Section 4-37-3 NMSA 1978 (1998 Cum. Supp.) and as otherwise allowed by law.

C. Costs of Administrative Procedures

1. The costs of transcribing any hearing, the charges of any hearing officer, the costs of any copying or clerical work required for the hearing, filing fees in an amount equal to that currently in effect in state courts, and the actual cost of County staff time required to attend the hearing or perform any additional work in connection with the hearing may be assessed against any person unsuccessful in a request for administrative review.

2. The Department shall adopt a schedule of charges and make same available to the public upon request.

D. Severability

If any provision of this Ordinance is invalidated by any court of competent jurisdiction, the invalidation shall be deemed to apply solely to those specific provisions and the remaining provisions shall not be affected and shall continue in full force and effect.

E. Prohibited Disposal of Impermissible Waste

Disposal of impermissible waste from a commercial or industrial facility into the County's POTW shall constitute a violation of this Ordinance. The Department shall have the option to suspend or to terminate the permit for violation of this section, pursuant this Ordinance.

1577137

F. Effective Date

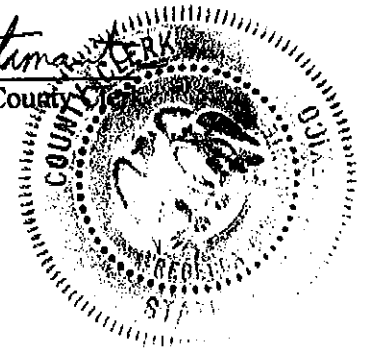
The effective date of the Wastewater Utility Ordinance is 1/08/99

PASSED, APPROVED and ADOPTED this 8th day of December, 1998.

Marcus P. ...
Chairman, Board of County
Commissioners

Attest:

Rebecca Bustamante
Rebecca Bustamante, County Clerk



Reviewed by:

Donna Gary
Donna Gary, Finance Director



Approved as to form:

Robert H. Kidd, Jr.
County Attorney

1052.987

COUNTY OF SANTA FE)
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed
for record on the 11 day of Dec. A.D.
1998, at 1:07 o'clock P.m
and was duly recorded in book 1577,
page 77-125 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.
Marella Salazar
Deputy

EXHIBIT A

1577138

**COUNTY OF SANTA FE
SANITARY SEWER RATES, FEES
AND PENALTY SCHEDULE
DECEMBER 8, 1998**

1. Introduction.

The intent of this schedule is to consolidate into one document all information regarding sanitary sewer rates, fees and penalties. In addition, when applicable, formulas and procedures for the application of formulas are described.

2. Construction Inspection Fee.

For each inspection made by the building inspection division or Department staff, the county shall assess a fee of one hundred fifty dollars (\$150.00) per service connection. Where subsequent re-inspections are necessary, due to unacceptable construction or non-compliance with county codes, regulations and standards, the county shall assess an additional inspection fee of one hundred dollars (\$100.00).

3. Sewer Service Connection Fees.

3.1 For each unattached or attached single family residence, including single family units in a Planned Unit Development and in a condominium and for each unit in a trailer park, the base connection fee shall be one hundred eighty dollars (\$180) for twenty (20) fixture unit equivalents (FUE);

3.2 For each unattached or attached single family residence, including single family units in a Planned Unit Development or in a condominium having excess of 20 FUE, in addition to the base fee, there shall be a fee of ten dollars (\$10) for each FUE in excess of 20.

3.3 For commercial, industrial, or institutional, or public service building and for multi-family apartments, the connection fee shall be ten dollars (\$10) for each FUE.

3.4 For new connections or reconnections required as a result of substantial reconstruction or remodeling wherein the total number of FUE shall increase beyond those existing before the reconstruction, the fee shall be ten dollars (\$10) for each FUE in excess of the total FUE prior to the reconstruction.

4. Private Sewer Construction Permit Fee

Fees for private sewer construction permits shall be assessed in the same manner as those fees established for sanitary sewer service connections.

5. Sewer Service Charges

5.1 Each residential and non-residential connection within the service area for which water consumption records are available shall be assessed a monthly fixed fee of six dollars and fifty four cents (\$6.54) plus a monthly charge of three dollars and fifty cents (\$3.50) per one thousand (1,000) gallons of applicable base period water use above the base rate of 2,000

gallons. The minimum monthly fee shall equal the fixed charge of six dollars and fifty four cents (\$6.54).

A. The base period for residential connection is the most recent December through February period preceding the fiscal year of fee assessment.

B. A residential connection shall include single and multi-family residences, mobile home parks, commercial greenhouses, churches, properties owned and operated by the U.S. Government, the State of New Mexico, the City of Santa Fe, the County of Santa Fe and the Santa Fe Board of Education and private elementary and secondary schools and colleges.

C. The base period for a non-residential connection is the most recent April through March period for which water use records are available preceding the fiscal year of fee assessment. Upon written application to the Department, metered water use for non-residential connections may be reduced by two (2) gallons per month for each square foot of irrigated property. Reductions may be applied from March through November.

5.2 Each residential and non-residential connection within the county limits for which there are no metered water use records for one or more of the months of the base period shall be assessed a monthly charge equal to the fixed monthly fee plus the charge as set out in paragraph 5.1 of this section for an assumed amount of monthly water use. The water use assumed for each month for which water use data is lacking shall be five thousand (5,000) gallons for each residential dwelling unit or for each twenty (20) fixture unit equivalents (FUE) or fraction thereof in a structure other than a dwelling.

5.3 Each lot having improvements which are dependent upon a septic wastewater system and which lot is accessible to county sanitary sewer system will not be assessed a monthly fee.

5.4 Each lot having no improvements but which lots are accessible to the County sanitary sewer system, shall be assessed a monthly fee of seven dollars (\$7.00) per lot.

5.5 In accordance with Gross Receipts and Compensating Tax Act, Section 7-9-4,1 NMSA 1978, a surcharge of up to 5 percent shall be imposed on each billing rendered in accordance with this section.

6. Penalty for Delinquency.

1. A penalty of one and a half per cent per month shall be charged on all delinquent assessments as defined in Section 7B of the Sewer Service Rate, Charges and Enforcement Section

7. Placement of Lien for Sewer Service.

7.1 Liens established against a property shall bear interest at a rate of one per cent (1%) per month.

7.2 Fees assessed for the release of lien shall not exceed one hundred dollars (\$100) in addition to the total amount due the county.

8. Extra-Strength Surcharge.

8.1 The monthly Surcharge fee shall be equal to:

1577141

0.9 (C-D) F (cf) L, for users whose discharge has been tested, and

0.9 (M-D) F (cf) L, for users whose discharge has not been tested.

WHERE:

C = COD concentration in the user's discharge stream in milligrams per liter (mg/l)

D = Average domestic sewage COD concentration, established at 50 milligrams per liter (mg/l).

F = Average water use in million gallons per month as shown in the SFCUD or users records.

cf = 8.34. A factor to convert the units of milligrams to pounds per million gallons.

L = The mass based cost of providing air to remove the COD in wastewater. The cost has been established at 40.50/lb

M = Mean COD concentration for the user's disposal as tested.

0.9 = Represents a constant of ninety percent (90%) of the water used through a water meter as being discharged into the sanitary sewer.

OR:

Monthly water usage x 0.0015 – Amount of monthly surcharge fee.

8.2 Resampling fees shall be charged to the user in the amount of sixty dollars (\$60) for each occurrence.

1577142

EXHIBIT B

COUNTY OF SANTA FE

SANTARY SEWER DESIGN CRITERIA

INTRODUCTION

This document presents the criteria, standards and regulations related to the design of public sanitary sewer systems for general development service. It does not cover the criteria necessary for design of major interceptor sewers, or treatment facilities. The material is directed to the competent design professional and is not intended to be a detailed design handbook. Criteria and standards presented are those determined to be the minimum acceptable values necessary to result in system designs having satisfactory functional characteristics, durability and operational suitability. It is expected that the designer will strive for the best design to suit the circumstances involved, and that designs will reflect sound professional judgement at all times.

Section 1. GOVERNING REGULATIONS

Ordinances and policies related to the design and operation of sanitary sewer systems include the following:

A. LAND DEVELOPMENT ORDINANCES

These ordinances primarily require that sewer service be available to proposed developments before issuance of building permits. There are no specific design criteria included in these ordinances.

Section 2. ENGINEERING DESIGN CRITERIA FOR GRAVITY SEWER LINES

Unless otherwise authorized by the County's Utilities Department, for a specific project, specifications for pipe and other construction materials will be as required in the current edition of New Mexico Standard Specifications for Public Works Construction (NMSSPWC).

A. DESIGN CAPACITY CRITERIA

(1) Off-site flows shall be determined by the County Utilities Department.

(2) In areas with a mix of residential, commercial, industrial, etc., roughly representative of the county as a whole, the population of the contributing area shall be determined and the design flows calculated as follows:

$$Q^a - \text{Average Flow} = 80 * \text{Population}/10^6, \text{ in MGD}$$

$$Q^p - \text{Peak Flow} = 2.5 * Q^a, \text{ in MGD}$$

$$Q^d - \text{Design Flow} = 1.2 * Q^p \text{ in MGD (for cfs multiply MGD by 1.547)}$$

(3) Population loadings are assumed to be:

2.5 persons for apartments, townhouses and mobile homes (DU)

3.3 persons for R-1 single-family homes (DU)

Where DU – Dwelling Unit

1577144

(4). In primarily non-residential areas, design flows may be determined by other methods as may be appropriate, upon approval by the Department.

(5). Design shall be for full pipe flow at the design discharge.

(6). Manning's Formula shall be used for determination of pipe flow velocities and capacities using a value for Manning's $n = 0.013$, except for PVC & HDPE pipes for which designer shall use 0.009.

(a) Peak Velocity = Velocity at peak flow conditions

(b) Average Velocity = Velocity at average flow conditions

B. MANHOLE CRITERIA

(1) Manholes must generally be located on the centerline of the street right-of-way or the centerline of street width if the street is not concentric with the right-of-way. Manholes in curved streets may be located as much as 10' off from centerline of street or right-of-way; however, required clearances from other utilities must be maintained. The offset of such manholes is to be measured from center of manhole barrel to the centerline of the street or right-of-way.

(2) Standard minimum manhole depth is 6.0', measured from rim to invert.

(3) The required inside measurements or conditions for a manhole are as follows:

(a) Minimum inside diameter is 4 feet.

(b) A minimum 9" wide shelf must be provided on each side of each main line within the manhole.

(c) Where the main flow changes direction at a manhole, the manhole must be large enough so that the centerline radius of curvature of the flow invert will be larger than the pipe diameter.

MINIMUM MANHOLE DIAMETERS REQUIRED FOR DIRECTION CHANGES

1577145

Pipe ID	<u>Degrees of Direction Change</u>							
	0°	5°	45°	50°	75°	80°	85°	90°
8" to 21"	4'	4'	4'	4'	4'	4'	4'	4'
24"	4'	4'	4'	4'	4'	4'	4'	6'
27"	4'	4'	4'	4'	4'	4'	6'	6'
30"	4'	4'	4'	4'	4'	6'	6'	6'
36"	6'	6'	6'	6'	{--NOT PERMITTED--}			
42"	6'	6'	6'	{--NOT PERMITTED--}				

(4) Changes in horizontal flow direction of more than 90° in a manhole shall not be permitted unless the following conditions are present:

(a) All lines are larger than 36"

(b) Continuous lines with a design flow greater than 3 MGD and a design velocity of 5fps or greater.

(c) Any junction of two flows, each with design flow greater than 3 MGD, where one line has a design pipe velocity of 5 fps or greater.

(5) Invert elevations will be called out for each inlet and outlet at a manhole.

(6) Drops across manholes will be provided as follows:

(a) Where the main flow does not change direction at the manhole, the design will provide:

(i) A slope across the manhole at least equal to the average of the slopes of the incoming and outgoing lines.

(ii) The minimum drop will be ≥ 0.05 feet for lines 42 inches in diameter and smaller.

(b) Where the main flow changes direction at the manhole, the design will maintain the average of the slopes of the incoming and outgoing lines and compensate for the loss of velocity head caused by the turn.

(i) The slope component will be equal to the average of the slopes of the incoming and outgoing lines times the diameter of the manhole.

(ii) The velocity head component will be determined by the following formula:

$$h_v = K_b (v)^2 / 2g$$

where:

h_v = required drop to compensate for loss of velocity head (feet).

K_b = bend coefficient, use 0.4 for 90° turn, 0.32 for 45° turn and linear proportioning for other deflection angles (dimensions).

v = design velocity of incoming line based on design flow, ft/sec.

g = 32 ft/sec².

(iii) The total drop required through the manhole will be the sum of the slope component and velocity head component.

(c) Where flows converge at a manhole, the inverts should be designed to produce a smooth water surface at design flow with no backwater conditions in any of the incoming lines or in the manhole. Excessive drops which cause turbulence are to be avoided.

(d) The use of drop connections to manholes (drop manholes) will require CUD approval and shall conform to Sanitary Sewer Construction Details, Sheet 1. Drop manholes are required when inflows to outflows elevations will be greater than 1.5 feet.

7. The maximum distance between manholes allowed is:

- (a) 8"-21" mains - 450'
- (b) 24" & larger - 500' for average velocities 3 fps or less
- (c) 24" & larger - 800' maximum, for average velocities greater than 3 fps.

C. LINE CRITERIA

(1) Sanitary sewer materials must comply with the requirements set forth in the Specifications, shown on the Sanitary Sewer Construction Details, Sheet 1.

(2) Minimum line size allowed: 8" inside diameter.

(3) Following are minimum slopes considered necessary in noncurvilinear lines to provide minimum allowable velocities. **GREATER SLOPES THAN MINIMUM ARE DESIRABLE AND ARE TO BE PROVIDED WHERE POSSIBLE.** Maximum slopes should never result in super critical flow.

SEWER LD.	MINIMUM SLOPE (ft/ft)
8"	0.0060*
10"	0.0028
12"	0.0022
15"	0.0015
18"	0.0012
21"	0.0010
24"	0.0008
27"	0.00068
30"	0.00060
36"	0.00048

* A minimum slope of 0.0040 ft/ft is acceptable for an 8" line if the design loading is at least 200 R-1 DU's or 275 R-T, R-2 or mobile home dwelling units. This slope is also acceptable when the line material is PVC.

(4) Sections of line that are flat relative to the upstream line shall be avoided. As much as possible, continuous flow velocity and capacity will be provided. The energy gradient should slope generally parallel to the slope of the invert with no abrupt changes nor slopes opposite to the direction of flow.

(5) Line depth should be sufficient to provide gravity service to property contiguous to the line. Generally, house services shall be a minimum of 5' below the top of curb at the property line as measured from the top of curb to the invert of the service line.

(6) The main lines are to be located within public right-of-way except as noted in sub-section 7, which follows, and are to be aligned in accordance with the Primary

Utility Locations. Where the Primary Utility Locations do not apply, the following criteria shall apply:

(a) The New Mexico Environmental Department policy on the proximity of water and sewer lines: 15 77148

Whenever possible, it is desirable to lay parallel water and sewer lines at least 10 feet apart horizontally, and the water line should be at a higher elevation than the sewer. If this not possible, separate trenches will be required in all cases (this shall be effective even though one line has been installed prior to the other), and the water line shall be at least 2 feet above the sewer. When water and sewer lines cross each other, the water line shall be at least 2 feet above the sewer, otherwise the sewer shall be of ductile iron pipe." A preferred alternative is encasement in concrete as shown in the Sanitary Sewer Construction Details, Sheet 1 for ten (10) foot on each side of the water line. If ductile iron pipe is used it must be run from manhole to manhole.

(b) Main lines must be located so that they can be maintained without disturbing any sidewalk, curb, gutter or any other utility. The required trench must be totally within the paved roadway.

(c) Written approval of the Department must be obtained for any deviations from the primary utility locations.

(7) Sanitary sewer lines may be located outside public right-of-way only under the following conditions:

(a) Prior written approval is given by the SFCUD director or his/her designee.

(b) The main line must be located as follows:

(i) In a paved, permanent access utility easement, or

(ii) In a utility easement within a planned green/open space with access from a street suitable for sewer line maintenance equipment.

(iii) If (1) and/or (2) above are impossible due to prior plating, the situation will be handled as a special case to be approved by the SFCUD.

(c) In a permanent utility easement granted for exclusive use of water and sanitary sewer. It must be possible to excavate any buried sanitary sewer with 1:1 side slopes from the bottom of the pipe, without disturbing any sidewalk, curb and gutter, or any other utility. The required trench must be contained within the paved roadway and/or the exclusive easement. A minimum width easement of 20' is required for lines up to 10 feet deep. Lines

deeper than 10 feet shall be provided with easements of a width in accordance to the following schedule:

DEPTH (H)	EASEMENT WIDTH (FT)
10-15	25
16-20	35
>20	100

1577149

(d) Compliance with the New Mexico Environment Department policy on the proximity of water and sewer lines must be achieved.

(e) In private streets or rights-of-way, Primary Utility Locations shall apply.

D. CURVILINEAR SEWERS

Curvilinear sewers are permitted in accordance with the following criteria:

(1) The pipe length to be used, deflection angle, and radius of curvature must be stated on the plans.

(2) The maximum design deflection angle shall be 2/3 of pipe manufacturer's recommended maximum.

(3) The minimum radius of curvature is 300' based on 5.5 foot pipe lengths. If shorter lengths are available, small radii as appropriate shall be considered.

(4) The maximum distance between manholes shall be 400'.

(5) The slope of the curvilinear of the sewer must be at least 5% greater than the upstream slope straight line sewer. Additionally, the minimum slope criteria for curvilinear sewers is shown below.

SEWER I.D.	SLOPE
8"	0.0066
10"	0.0030
12"	0.0024
15"	0.0018

(6) Generally, concrete encasement according to the Sanitary Sewer Construction Details, Sheet 1 is recommended where necessary due to proximity of water lines. If ductile iron pipe is utilized in lieu of concrete encasement, it shall run from manhole to manhole.

(7) Gravity Sewer – Minimum radius for Curvature for PVC SDR-35 pipe.

<u>Pipe Diameter</u>	<u>Laying Length</u>	<u>Min. Radius of Curvature</u>	<u>Max. Offset per Length</u>
8"	13'-0'	300 ft.	3"
8"	20'-0"	300 ft.	8"
10"	13'-0"	375 ft.	2 ½"
10"	20'-0"	375 ft.	6 ½"
12"	13'-0"	450 ft.	2"
12"	20'-0"	450 ft.	6"

Diameters greater than 12", shall be designed as approved by SFCUD.

E. SERVICE CONNECTIONS (Private collection systems and individual service connections).

(1) A minimum four inch (4") service connection must be made to the main line except at the end of cul-de-sacs where connection to a manhole shall be permitted in the manner shown in the Sanitary Sewer Construction Details, Sheet 1.

(2) Six inch (6") service connections shall be permitted only where a 6" tee in the main exists.

(3) Four inch (4") and six inch (6") mechanical taps are permitted to tappable 10" main lines. Mechanical or Manufacturer's taps are required where tees are not available in existing lines. Mechanical and Manufacturer's taps shall conform to the Sanitary Sewer Construction Details.

(4) Six inch (6") service connections to 8" mains and all service connections 8" and larger shall be made by means of a manhole when there are no existing tees of the required size in the main. Insertion of a factory made tee will be permitted, if practical, for purposes of connecting 4" and 6" services to an existing 8" main. Approved coupling devices

shall be required. Service connections to a manhole are to be made with the invert of the service at the elevation of the top of the main line. No inside-manhole piping shall be permitted.

(5) Service connection shall not be made to sewer interceptors (lines 12 inches in diameter or larger) or lines with peak flows greater than 3 MGD, regardless of size.

(6) All service connections shall be made such that the service is perpendicular or radial to the sewer main.

(7) All service connections shall have a minimum slope of 1/4" per foot toward the main within the public right-of-way. Lesser slopes may be permitted with prior approval of SFCUD, provided engineered drawings are submitted.

F. Television Inspection of Constructed Sewers

All sewer lines constructed for the SFCUD shall be television inspected. The sewerline inspection shall be on a videocassette recorder (VCR) and the tape(s) furnished to the SFCUD prior to acceptance by the County.

Section 3 ENGINEERING DESIGN STANDARDS FOR PRESSURE SEWERS

A. GENERAL CONDITIONS

(1) Systems referred to in these design standards entail high and low pressure sewer installations to serve public or privately financed developments. All pipes, fittings, pumps, pump controls, and other appurtenant components of pressure sanitary sewers shall be designed by a professional engineer registered in New Mexico, with experience in the design of pressure sanitary sewer systems.

(2) Pipe design, installation and testing shall be made in accordance with AWWA Standards applicable to water lines, applicable provisions of the Santa Fe County Code, and the New Mexico Standard Specifications for Public Works Construction

(3) Pressure sewer systems may only be used when, in the opinion of the SFCUD staff, topographic or other conditions may not allow for the operation of conventional gravity flow sewers, or when installation of such sewers may disturb existing drainage ways and/or would increase the erosion potential in existing arroyos.

(4) Prior to its design, the concept of using a pressure system must be accepted in writing by the SFCUD engineer in the form of a sanitary sewer availability statement. For the SFCUD to make a determination, the proponent of a pressure sewer shall submit the relevant information regarding the site's topography.

(5) Design documents shall include all relevant system information as required the SFCUD for its review.

B. HIGH PRESSURE SEWERS

(1) These systems generally include a lift station(s), a pressurized discharge line (forcemain), an emergency power supply source, and all appurtenant controls and instrumentation, installed for sanitary sewage to be discharged into a gravity flow segment of the county's system.

(2) The design of lift stations, forcemains, and controls shall follow the guidelines presented in the manual of Practice (MOP) No. FD-4, Facilities Development, of the Water Environment Federation.

(3) Complete construction documents for this type of facility, shall include a design memorandum, specifications, and drawings for pumps, piping, instrumentation, alarms and telemetry. All parts shall be, in the opinion of the SFCUD, fully compatible with the county's existing system.

C. LOW PRESSURE SEWERS

(1) Low pressure sewers may constitute a very viable alternative to gravity flow collection lines. These systems will generally include individual on-site grinder pump stations discharging a finely ground slurry into small diameter, low pressure (60 psig or less) mains located within appropriate public utility easements or rights of way. Under certain conditions, it may also be desirable to use grinder pump stations which discharge into gravity flow sewer lines.

(2) Complete construction documents shall include the design memorandum, specifications and drawings for the entire system or network, from the grinder pump to the ultimate point of discharge into the gravity sewer. All parts shall be, in the opinion of the SFCUD, compatible with the county's existing system.

(3) Pump stations shall be designed as a package, complete with wet well, and appurtenant instrumentation and controls, fully compatible with the county's existing systems. Each station shall service no more than one individual legal lot.

(4) Individual grinder pump stations for residential service shall be designed to perform their grinding and pumping functions using no more than one (1) horsepower. The electric power for the installation shall be derived from the same source that serves the building and not a separate one. A grinding pump station shall serve no more than one residential lot.

(5) Placement of the grinder pump station shall be outdoors, in location of easy access for maintenance personnel. Wet well shall be provided with integral accessways.

(6) Low pressure collection system shall be designed as branched networks without loops, and as few as possible abrupt directional changes.

(7) Pipes and appurtenant fittings shall be designed to be installed and tested in accordance with AWWA Standards applicable to water systems.

(8) Design shall protect the county system from potential odor problems associated with low pressure sewer discharge.

D. EQUIPMENT MANUFACTURER LIST

1577153

(1) The county shall maintain an up-to-date list of pre-qualified manufacturers for lift and grinder pump stations, as well as electrical and instrumentation equipment.

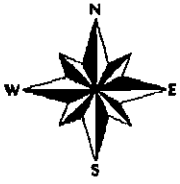
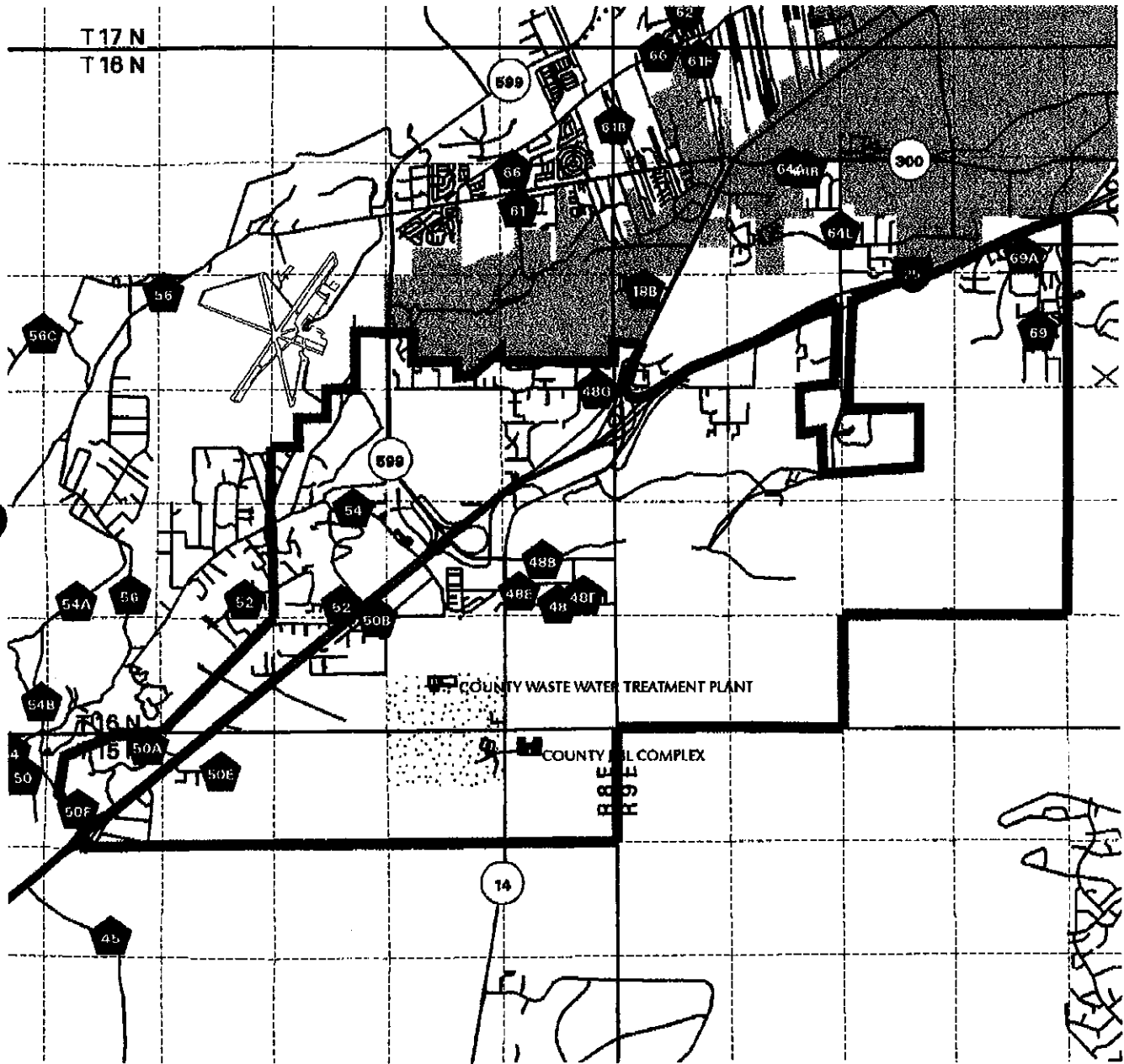
(2) This list shall be updated not less often than once every two years. Proposed revisions to the list shall be submitted by a professional engineer for review by the SFCUD. Proposals shall include the rationale for the recommended revision(s).

Exhibit C

Sewer Service Area

Santa Fe County Utilities Department

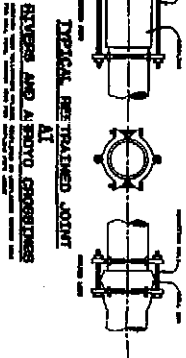
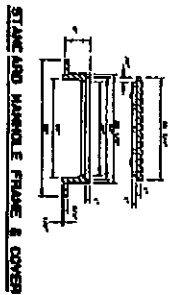
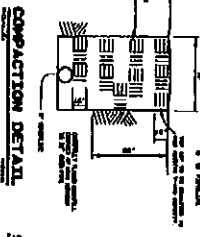
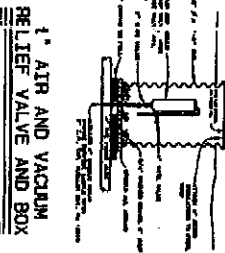
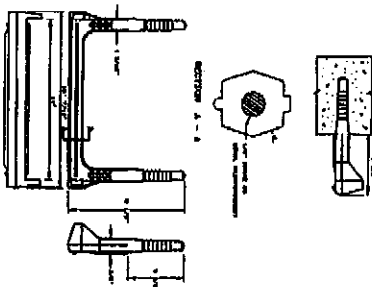
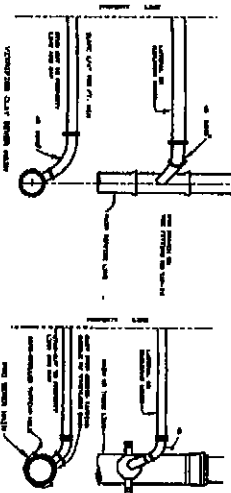
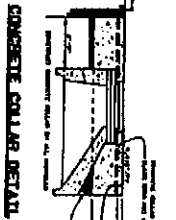
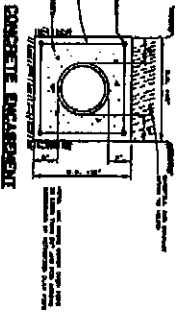
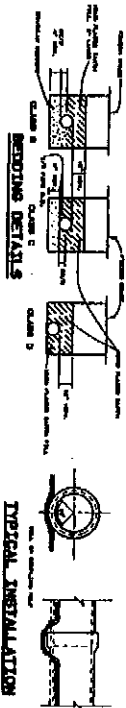
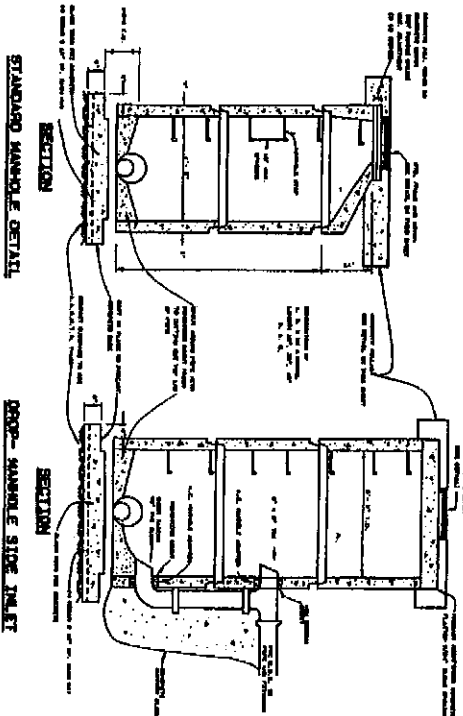
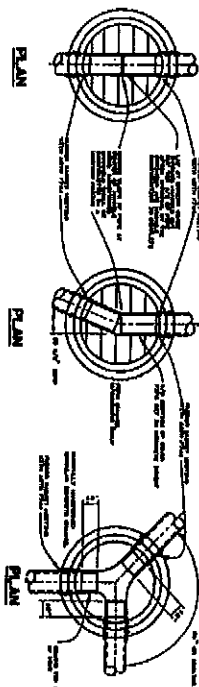
1577154



Not to Standard Scale



November 10, 1998



1577155

1. GENERAL NOTES:
 - a. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
 - b. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
 - c. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, PART 1, DIVISION 11, AND THE SPECIFICATIONS FOR STRUCTURAL STEEL, PART 5, DIVISION 5.
 - d. ALL REINFORCING SHALL BE AS PER THE REINFORCING DETAILS.
 - e. ALL CONCRETE SHALL BE CAST AND CURED IN ACCORDANCE WITH THE CONCRETE MANUAL, PART 7, DIVISION 7.
 - f. ALL SOILS SHALL BE COMPACTED TO THE REQUIRED DENSITY AND MOISTURE CONTENT.
 - g. ALL JOINTS SHALL BE REINFORCED AND PROTECTED AGAINST WEATHERING.
 - h. ALL MANHOLES SHALL BE PROVIDED WITH HANDLES AND STEPS.
 - i. ALL MANHOLES SHALL BE PROVIDED WITH A 1" AIR AND VACUUM RELIEF VALVE AND BOX.
 - j. ALL SERVICE CONNECTIONS SHALL BE PROVIDED WITH VALVES AND FITTINGS.
 - k. ALL MANHOLES SHALL BE PROVIDED WITH A FRAME AND COVER.
 - l. ALL MANHOLES SHALL BE PROVIDED WITH A CONCRETE COLLAR.
 - m. ALL MANHOLES SHALL BE PROVIDED WITH A CONCRETE ENCASMENT.
 - n. ALL MANHOLES SHALL BE PROVIDED WITH A COMPACTED DETAIL.
 - o. ALL MANHOLES SHALL BE PROVIDED WITH A FRAME AND MANHOLE FRAME & COVER.
 - p. ALL MANHOLES SHALL BE PROVIDED WITH A TYPICAL REINFORCED JOINT.
 - q. ALL MANHOLES SHALL BE PROVIDED WITH RIVERS AND A BOND GROOVING.

SANTA FE NEW MEXICO	
Sanitary Sewer	
CONSTRUCTION DETAILS	
DATE	1954
BY	1