

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Ray's Flooring Tenant Addition

Project Number: 578088

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **GDCLV, LLC** ("Developer"), a **New Mexico Limited Liability Corporation**, whose email address is **martin@raysflooring.com**, whose address is **7401 Los Volcanes Rd NW**(Street or PO Box) **Albuquerque, New Mexico** (City, State), **87121** (Zip Code) and whose telephone number is **505-883-1967**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital**. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Lot 2, Tract S-1 of Unit 2, Atrisco Business Park** recorded on **September 12, 1973**, **Book D5, Page 181** in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] GDCLV, LLC ("Owner").

The Developer has submitted, and the City has approved a preliminary plat identified as **Plat for Lots 2-A, 2-B, and 2-C, Tract S-1, Atrisco Business Park, Unit 2** describing Developer's Property ("Developer's Property").

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan.

2. **Improvements and Construction Deadline**. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6 at no cost to the City. Although the Improvements are required, they are below the thresh hold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be



no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. The Developer agrees to comply with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pay the staking fees, testing fees, and other related City fees required for work in the City ROW.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. The City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports, and related data as required for project close out and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. The City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review.

D. Additional Testing. The City retains the right to request additional testing

which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: INFRASTRUCTURE IMPROVEMENT BOND
Amount:
\$ 395,111.28
Name of Financial Institution or Surety providing Guaranty:
Western Surety Company
Date City first able to call Guaranty (Construction Completion Deadline): July 21, 2025
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or

surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this

Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

DEVELOPER:

By [Signature]: *Martin Lucero*

Name [Print]: Martin Lucero

Title: Member

Dated: 6.13.23

DEVELOPER'S NOTARY

STATE OF NM)

) ss.

COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 13 day of July, 2023, by [name of person:] Martin Lucero, [title or capacity, for instance, "President" or "Owner":] Member of [Developer:] GOCLV, LLC.

(SEAL)

Sally Rizzieri
Notary Public
My Commission Expires: 08/30/2025

**State of New Mexico
Notary Public
Sally Rizzieri
Commission Number 1102855
Commission Expires August 30, 2025**

CITY OF ALBUQUERQUE

DS
KV

DocuSigned by:
By: Shahab Biazar
C7E1CB5481E9486
Shahab Biazar, P.E., City Engineer

DS
BMR

Agreement is effective as of (Date): 7/21/2023 | 10:19 AM MDT

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 21st day of July, 2023,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.


Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

My Commission Expires: 11-9-2025

[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. 30183661

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we GDCLV, LLC ("Developer") a New Mexico Limited Liability Corporation as "Principal", and Western Surety Company, a corporation organized and existing under and by virtue of the laws of the State of South Dakota and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Three Hundred Ninety Five Thousand – One Hundred Eleven Dollars and Twenty Eight Cents _____, (\$ 395,111.28), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as Rays Flooring Tenant Addition ("Developer's Property"), City Project No. 578088; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

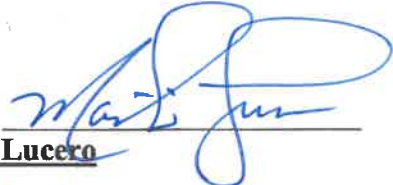
WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]
New water and sanitary sewer mains on-site and new sidewalk along Los Volcanes ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between GDCLV, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on September 12, 1973 as Document Number Book D5, Page 181, as amended by change order or amendments to the agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] July 21, 2025 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.


IN WITNESS WHEREOF, this bond has been executed 21st day of July, 2023.

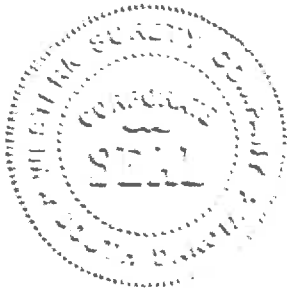
DEVELOPER

By [signature:] 
Name: Martin Lucero
Title: Member
Dated: 7/21/23

SURETY

Western Surety Company

By 
Name: Michael J. Mesenbrink
Title: Attorney-in-Fact
Dated: July 21, 2023

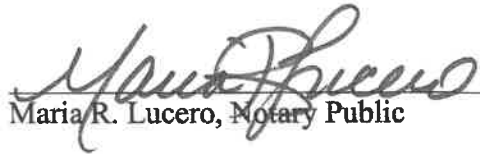


*NOTE: Power of Attorney for Surety must be attached.

SURETY ACKNOWLEDGMENT:

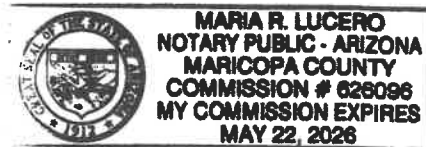
STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 21st day of July, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Western Surety Company, the corporation described in and which executed the attached instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.



Maria R. Lucero, Notary Public

My commission expires: May 22, 2026



(Notary Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeanette C Griswold, Michael J Mesenbrink, Heather J Perrin, Jeri Lynn Thompson, Margie Wager, Individually

of Scottsdale, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2023.



WESTERN SURETY COMPANY

Paul T. Brufat

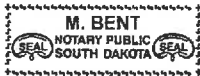
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of February, 2023, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of July, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-2-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

July 3, 2023

Type of Estimate: I.I.A. Procedure B Non Work Order with Financial Guaranty

Project Description:

Project ID #: 578088 Ray's Floor Tenant Addition

Requested By: Jeff Wooten

Approved Estimate Amount: \$ 245,852.00

Contingency Amount: 10.00% \$ 24,585.20

Subtotal: \$ 270,437.20

PO Box 1293

NMGRT: 7.625% \$ 20,620.84

Subtotal: \$ 291,058.04

Albuquerque

Engineering Fee: 6.60% \$ 19,209.83

New Mexico 87103

Testing Fee: 2.00% \$ 5,821.16

Subtotal: \$ 316,089.03

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 395,111.28

APPROVAL:



DATE:

7/3/2023

Notes: Plans not yet approved.

**Engineers Bid Tab List
Ray's Flooring Tenant Addition
City Project Number 578088**

6	7	8		9	10	11	12
Item No.	Short Description	Estimated Unit Price	Unit	Estimated Quantity	Estimated Amount	As-Built Quantity	As-Built Amount
A. PAVING IMPROVEMENTS							
340.010	SIDEWALK, 4" PCC, CIP	\$58.67	SY	335	\$19,654.45		
340.025	W/C RAMP, 4" PCC	\$2,452.61	EA	4	\$9,810.44		
340.029	DETECT WARN SURFACE	\$35.45	SF	48	\$1,701.60		
343.080	CURB & GUT, PCC, R&D	\$8.63	LF	20	\$172.60		
343.085	SDWK, 4" PCC, R & D	\$111.73	SY	225	\$2,639.23		
	TOTAL				\$33,978.34		
B. UTILITY IMPROVEMENTS							
343.113	RES PVMT, R/R, W/M, W/ SUB	\$33.28	SY	950	\$31,616.00		
343.050	CONC PVMT >8", SAW, R&D	\$22.00	SY	25	\$550.00		
343.132	ARTERIAL PVMT, R/R	\$90.11	SY	72	\$6,487.92		
701.020	TRCH, BF, 4-15" SAS, 8-12'	\$35.13	LF	825	\$28,982.25		
701.030	TRCH, BF, 4-15" SAS, 12'-16'	\$57.35	LF	72	\$4,129.20		
801.002	6" WL, CIP	\$39.28	LF	25	\$982.00		
801.003	8" WL, CIP	\$52.37	LF	885	\$46,347.45		
801.055	REM & DISP EX 10" WATERLINE	\$7.33	LF	310	\$2,272.30		
801.065	DI FITTINGS, CIP	\$4.40	LB	1000	\$4,400.00		
801.078	TEE OR WYE, 4"-8"	\$816.70	EA	2	\$1,633.40		
801.081	6" GATE VLV, CIP INCL. BOX	\$1,371.53	EA	1	\$1,371.53		
801.082	8" GATE VLV, CIP, INCL. BOX	\$1,768.75	EA	2	\$3,537.50		
801.105	VALVE BOX A	\$761.31	EA	3	\$2,283.93		
801.113	FH, 4' BURY, CIP	\$3,920.58	EA	1	\$3,920.58		
801.121	FH, RECONNECT	\$505.69	EA	1	\$505.69		
801.150	MJ RESTRAINING GLAND, 4"-8", CIP	\$159.96	EA	10	\$1,599.60		
802.510	1.5" - 2" WATER METER BOX, CIP	\$1,026.81	EA	1	\$1,026.81		
802.650	2" WATER SERVICE, CIP	\$780.24	EA	1	\$780.24		
901.030	8" SAS PIPE	\$23.66	LF	900	\$21,294.00		
905.050	4" SAS SERVICE	\$1,466.87	EA	1	\$1,466.87		
920.080	MH, 4' DIA, C or E, <10'-14" DEEP	\$5,720.80	EA	4	\$22,883.20		
	TOTAL				\$188,070.47		
	TOTAL SECTIONS A - B				\$222,048.81		
C. MISCELLANEOUS							
4.010	CONSTRUCTION STAKING	1.43	%	1	\$3,175		
4.020	SURVEY	0.74	%	1	\$1,643		
6.050	MOBILIZATION	4.26	%	1	\$9,459		
19.010	TRAFF CONT & BARR	3.43	%	1	\$7,616		
30.020	NPDES PERMITTING	0.63	%	1	\$1,399		
201.060	EROSION CONTROL	0.23	%	1	\$511		
	SUBTOTAL				\$23,804		
	Total Cost (A - C)				\$245,852		
	+10% Contingency	10	%		\$27,043.69		
	+ NMGRT	7.75	%		\$291,396.61		
	Testing Fee	2	%		\$5,827.93		
	6% Engineering Fee	6.6	%		\$17,483.80		
	Total				\$314,708.34		
	+ Financial Guarantee Rate	x1.25			\$78,677.08		
	Grand Total				\$393,385.42		

Approved as basis of financial guaranty, July 3, 2023

[Handwritten Signature]

Current DRC Project Number: _____

FIGURE 12

Date Submitted: 01/16/2023

Date Site Plan Approved: _____

Date Preliminary Plat Approved: _____

Date Preliminary Plat Expires: _____

DHO Project No.: PR-2022-007645

DHO Application No.: SD-2023-00053

INFRASTRUCTURE LIST

(Rev. 2-16-10)

EXHIBIT "A"

TO SUBMISSION IMPROVEMENTS AGREEMENT

DEVELOPMENT HEARING OFFICER (DHO) REQUIRED INFRASTRUCTURE LIST

Ray's Flooring Tenant Addition

PROPOSED NAME OF PLAT

Lot 2, Tract S-1 of Atrisco Business Park Unit 2

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Cnst Engineer
<input type="text"/>	<input type="text"/>	8"	Water Main	Along West Property Line	Existing 16" RCCP Main in Los Volcanes	NW Corner of Prop. Lot 2-C	/	/
<input type="text"/>	<input type="text"/>	8"	Sanitary Sewer Main	Along West Property Line	Existing 8" VCP SAS Main in Los Volcanes	NW Corner of Prop. Lot 2-C	/	/
<input type="text"/>	<input type="text"/>	6' Wide	Concrete sidewalk along Los Volcanes Frontage of Lot 2-A	Along Los Volcanes Frontage (+/- 500 LF)	Southwest Property Corner	Southwest Property Corner	/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/
<input type="text"/>	<input type="text"/>						/	/

Note: The 8" Sanitary Sewer Main shall include the required Manholes per DPM

Note: The 8" Water Main shall include new Fire Hydrants and new Water Services as required by the DPM

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.								
Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Cnst Engineer
							/	/
							/	/
Approval of Creditable Items:							Approval of Creditable Items:	
Impact Fee Administrator Signature							City User Dept. Signature	
Date							Date	

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.
Street lights per City requirements.

- 1 _____
- 2 _____
- 3 _____

AGENT / OWNER **DEVELOPMENT FACILITATION TEAM MEMBER APPROVALS**

Ryan J. Mulhall
NAME (print) _____

CSI - Cartesian Surveys, Inc.
FIRM _____

Ryan Mulhall
SIGNATURE - date 5/15/23

July Rademacher May 25, 2023 **PLANNING - date**

Ernest Amijo May 25, 2023 **TRANSPORTATION DEVELOPMENT - date**

Diego May 30, 2023 **UTILITY DEVELOPMENT - date**

Shelab Biggs May 25, 2023 **CITY ENGINEER - date**

Wally Bluh May 25, 2023 **PARKS & RECREATION - date**

_____ **AMAFCA - date**

JH Plan May 30, 2023 **CODE ENFORCEMENT - date**

Regina Chen May 25, 2023 **HYDROLOGY - date**

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER