HYDROLOGY C15/D2 1 PLAN

C 15/D2

1 PLAN

FILE CO.

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

May 28, 1987

Tom Isaacson, P.E.
Isaacson & Arfman, P.A.
128 Monroe, NE
Albuquerque, New Mexico 87108

RE: COMPOUND DE DON DIEGO (C-15/D2)
RECEIVED MAY 19. 1987

Dear Sir:

In accordance with DRB-87-262, a drainage report, approved by the County, will be required as a condition of preliminary plat approval.

Please forward the necessary copies to the County.

Cordially,

Stuart Reeder

G. Stuart Reeder, P.E.
C.E./Hydrology Section

GSR/bsj

#3312 C15/02

87108723

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS (Procedure "B")

RECEIVED OCT 27 1987 HYDROLOGY SECTION

CO 140

THIS AGREEMENT made this 13th day of October, 1982, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Benjamin K. Horton & Associates (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as Compound de Don Diego* (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Compound de Don Diego describing the Subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance requires the Developer to install and construct certain public improvements at no cost to the City; and

WHEREAS, the City requires the execution of an Agreement to construct said public improvements, together with actual satisfactory construction or acceptable guarantees of construction as specified below, as a prerequisite to approval of a Final Plat of the Subdivision; and

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all

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(0061E)

* being and comprising a subdivision of Tracts 156-A and 156-B as shown on MRGCD Map No. 64

required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the City is willing to inspect or monitor the private inspection of the improvements during the course of their construction and accept said improvements upon their satisfactory completion, all as set forth and specified in Exhibit "B", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the Developer financially guarantees the satisfactory completion of the infrastructure construction required herein and the payment of all labor and material costs and charges, all as set forth and specified in Exhibit "C", which is attached hereto and incorporated herein as if fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the above, the City and the Developer hereby agree as follows:

1. The Developer shall, on or before the 7th day of July, 1988, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as fully set forth in this Agreement.

The time limitation stated above may be extended by the City Engineer for a period not to exceed twelve (12) months if the Developer shows adequate reasons for said extension.

2. After execution of this Agreement, payment of all fees as specified in Exhibit "A" attached hereto, and, if applicable, delivery of the financial guarantee specified in Exhibit "C" attached hereto, the Developer shall be issued a Work Order by the City. The Developer shall advise the City Engineer in advance of the actual start of construction and arrange for all inspections required and specified in Exhibit "B" attached hereto. The Developer shall permit the City or other participating agencies to make such tests and inspections during the construction of the improvements and upon completion of the improvements as are necessary or desirable.

3. Prior to final acceptance of the completed improvements by the City, the Developer shall furnish to the City Engineer all documentation of the completion of construction as set forth and specified in Exhibit "A" attached hereto.

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

5. The Developer shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars ($1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public resulting from any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The insurance policy must name the City of Albuquerque, its employees, and elected officials, as their interest may appear, as additional insureds. The Developer shall maintain such insurance until acceptance of the improvements by the City. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date hereof, materially changed, or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer. The Developer shall furnish the City Engineer a cerificate of said insurance prior to issuance of a Work Order for construction of the improvements.

6. If at the time that construction of the Project is completed the City does not own the real property on or in which the improvements are constructed, the Developer shall convey such real property and property rights as the City deems necessary, together with all improvements, to the City free and clear of all claims, encumbrances and liens prior to final acceptance of the improvements by the City. Conveyance may be appropriate dedication on the final plat of the subdivision.

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective

materials and workmanship for a period of three (3) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

10. The City shall make available at established reproduction costs for the use of the Developer or its agents all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Developer or its agents pursuant to this Agreement and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.

11. The City shall issue a Certificate of Completion and Acceptance for the Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" attached hereto.

12. If the Developer has requested Final Plat approval by the City prior to the actual construction of the improvements, the City will approve the Final Plat for recordation upon execution of this Agreement, payment of all fees specified in Exhibit "A" attached hereto, delivery of the financial guarantee specified in Exhibit "C" attached hereto and full compliance with the City's Subdivision Ordinance.

13. This Agreement shall not be assigned except with the written consent of the parties hereto and the express written concurrence of any surety who has undertaken to guarantee the completion of the Improvements. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. In the event of the sale, conveyance, or assignment of the Subdivision or any portion thereof, 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 posted a suitable guarantee and entered into a Subdivision Improvement Agreement with the City. At such time as acceptable security has been posted by the Developer's successor in interest and the Agreement executed, the City will release the guarantee.

15. Should there be a conflict between the terms and conditions of this Agreement (with Exhibits A, B, C, and D) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B, C, and D) shall govern.

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

DEVELOPER

Signed

Benjamin K. Horton
Name

President
Title

ATTEST:

N/A
City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

Walter H. Nickerson, Jr., City Engineer,
Development Division, Engineering Group/PWD

Gene Romo
Chief Administrative Officer

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

The foregoing instrument was acknowledged before me this 7th day of September, 1987, by Benjamin K. Horton, president of Benjamin K. Horton & Associates

Notary Public

OFFICIAL SEAL
Nancyanne Faux
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 8/29/88

My Commission Expires:

August 29, 1988

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

The foregoing instrument was acknowledged before me this 13th day of October, 1987, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Notary Public

My Commission Expires:

3-17-90

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EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN Benjamin Horton & Assoc. (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 13th DAY OF October, 1987.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 3312.

2. DESIGN AND CONSTRUCTION METHODS.

As soon as reasonably practical after approval of the Developer's Preliminary Plat of the Subdivision, the Developer shall submit to the City Engineer final construction plans, specifications, and cost estimates for the proposed public improvements. At this time, the Developer shall pay all fees required under Section 12.D of the City's Subdivision Ordinance and Paragraph 4 of this Exhibit.

The Developer has engaged Isaacson & Arfman, P.A. as Engineer(s) for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

design of water and sewer facilities
required by the City of Albuquerque

The Developer shall ensure that the Engineer(s) perform all of the above services in a satisfactory manner and submit to the City Engineer any reports required by the City Engineer.

The Developer has engaged Gaylord Brothers as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 3312), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

a. "As-built" drawings of reproducible quality, depicting all construction of the public improvements as actually accomplished in the field and certified by a New Mexico Registered Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the City Engineer's Standard Estimated Unit Prices.

This list shall be divided into the following categories as applicable:

(1) Sanitary sewer items and quantities;

(2) Water service items and quantities;

(3) Street paving quantities;

(4) Street curb and gutter quantities; and

(5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been satisfactorily completed, the City Engineer shall approve the package and issue a Certificate of Completion and Acceptance. Any financial guarantee provided by the Developer in accordance with Section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between the Developer and the City shall be released no later than sixty (60) days after approval of the final acceptance package by the City Engineer.

4. <u>PAYMENT OF FEES</u>.

Prior to issuance of a Work Order, the Developer shall pay to the City the following fees:

Type of Fee	Amount
Engineering Fee	6% Percent of actual construction cost for public improvements
Excavation Ordinance Fee	As required per City approved engineer's estimate
Sidewalk Ordinance Fee	As required per City approved engineer's estimate

Prior to final acceptance of the improvements by the City, the Developer shall pay any other City fees which may have been incurred during the course of construction.

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Benjamin Horton & Assoc. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 13th DAY OF October, 1987.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by the City of Albuquerque, a New Mexico Registered Professional Engineer, in accordance with all applicable laws, ordinances and regulations. If said inspection is performed by an entity other than the City, the City may monitor said inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City as required for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the improvements if deemed necessary or advisable by the City Engineer. For any inspections performed by the City, the Developer shall pay to the City a reasonable fee therefor.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by the Elder Company -- in accordance with all applicable laws, ordinances and regulations. If said construction surveying is performed by an entity other than the City, the City may monitor said 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 as required for review. If any construction surveying is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

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3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by Sergent, Hauskins & Beckwith, a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

Notwithstanding the provisions of Paragraph 3 above, the City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer at the expense of the Developer.

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Benjamin Horton & Associates (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 13th DAY OF October, 1987.

1. PLAT APPROVAL STATUS

The Developer ~~has~~ has not (circle one) requested final plat approval by the City prior to construction of the Subdivision Improvements described in Paragraph 1 of the Subdivision Improvement Agreement. If the Developer has not requested final plat approval prior to construction of the improvements, no financial guarantee is required by the City. However, the Developer understands and agrees that the City will not approve the Developer's proposed plat until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested final plat approval prior to the construction of the improvements, a financial guarantee in an amount of not less than 125 percent of the costs of completing the improvements (as estimated by the City Engineer) is required pursuant to the City's Subdivision Ordinance. Said financial guarantee must be irrevocable in form and may be effected by a bond, letter of credit, escrow deposit, or other acceptable pledge of liquid assets payable to the City in the event of Developer's default under the Subdivision Improvement Agreement.

2. FINANCIAL GUARANTEE

With respect to the Subdivision Improvement Agreement to which this document is attached as an Exhibit, the Developer has acquired or is able to acquire the following described financial guarantee (describe fully, indicate amount, identification number, names of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

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Not Applicable - Not requesting final plat signoff

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City simultaneously with the City's execution of the Subdivision Improvement Agreement between Developer and the City; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

In the event the Developer shall fail or neglect to fulfill his obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Developer to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by the Developer described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

3. PROCEDURES FOR REDUCTION OF FINANCIAL GUARANTEE UPON PARTIAL COMPLETION OF IMPROVEMENTS.

The Developer may request a reduction in the amount of financial guarantee upon partial completion of the subdivision improvements. To qualify for a financial guarantee reduction, the completed improvements must be of a free-standing nature, functionally independent of any uncompleted

improvements, and completed in substantial compliance with the subdivision improvement construction plans as determined by an inspection conducted by the City.

If the completed improvements meet the above requirements, the City Engineer will then estimate the cost of completing the remaining improvements. The Developer may then submit the following documents to the City for review and approval:

a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;

b) A release of the original financial guarantee for execution by the City;

c) Documentation that the completed improvements and the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;

d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

Upon receipt of the above-described documents in forms acceptable to the City, the City shall issue a Certificate of Completion and Acceptance for the completed improvements and accepts the revised financial guarantee tendered by the Developer.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
1987 OCT 19 PM 2:58
BK M5548A PG 140-156
GLADYS H. DAVIS
CLERK RECORDER

Rev. 10/85

RECEIVED 156
JUL 09 1987
PWD/ENGINEERING GROUP

COMPOUND DE DON DIEGO
INFRASTRUCTURE LIST
DRB 87-262
SC5-87-25
SUBMITTED 7/7/87

ITEM	FROM	TO	DESCRIPTION
1. Water	4th St.	400' West	Approx. 430' of 6" line with valves and fire hydrant.
2. Sewer	On-Site	----	Approx. 400' of 8" sewer line and 2 manholes.
3. Drainage	On-Site	----	Central Retention Pond with 11,700 cu. ft. capacity.
4. Paving	On-Site	----	Approx. 2600 sq. yds of paving and 870' of 3' sidewalk.

Prepared By:

Tom Isaacson
Isaacson & Arfman, P.A.

As per description of infrastructure in June 9, 1987 letter to Fred Aguirre from John Toschek

Approved on 7 - 7, 1987, by the Development Review Board.

Jack Cloud — 7-7-87
Planning Department — Date

W. Dalmonte — 7-7-87
Utility Development Division, City Engineer — Date

[illegible] — 07/07/87
Transportation Development Div., Traffic Engr. — Date

Janet Saiers — 7-7-87
Parks and Recreation Department — Date

Roger L. Green — 7-7-87
City Engineer/AMAFCA — Date

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Compound de Don Diego ZONE ATLAS/DRAINAGE FILE # C-15

LEGAL DESCRIPTION: MRGCD Tracts 156A & B, Map 24

CITY ADDRESS: 8300 4th NW

ENGINEERING FIRM: Isaacson & Arfman PA CONTACT: T. Isaacson

ADDRESS: 128 Monroe NE 87108 PHONE: 268-8828

OWNER: Ben Horton CONTACT: Ben Horton

ADDRESS: 406 San Mateo NE, PHONE: 268-2030

ARCHITECT: Garland Bryan CONTACT: G. Bryan

ADDRESS: 2155 Louisiana Blvd NE PHONE: 889-0777

SURVEYOR: John B. Torres CONTACT: J. Torres

ADDRESS: PHONE:

CONTRACTOR: Robert Partee CONTACT: ~~841~~

ADDRESS: PHONE: 841-1166

PRE-DESIGN MEETING:

___ YES

_x_ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 87-262

EPC NO. SC 87-25

PROJECT NO. —

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

_x_ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAIN PLAN

_x_ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SECTOR PLAN APPROVAL

___ SKETCH PLAT APPROVAL

_x_ PRELIMINARY PLAT APPROVAL

_x_ SITE DEVELOPMENT PLAN APPROVAL

_x_ FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: 5/26/87

BY: Jim Guerin

REV. 6/85
2513D

C15/D2

Isaacson & Arfman, P.A.

Consulting Engineering Associates

RECEIVED MAY 19 1987 HYDROLOGY SECTION

Letter of Transmittal

To Hydrology Section

Date 5/18/87

Job No.

Attn: Barbara

Reference Compound di Don Diego

Gentlemen:

We transmit to you 1 copy(ies) of the following

- ☐ Plats
- ☐ Plans
- ☐ Specifications
- ☐ Report
- ☒ Grading & Drainage Plan
- ☐

- ☐ Shop Drawings
- ☐ Submittals
- ☐ Material Specifications
- ☐ Copy of Letter

This information is transmitted:

- ☐ As per your request
- ☐ For your review & approval
- ☐ For your information
- ☐ For your attention
- ☐ For your signature
- ☐
- ☒ Revised per your telephone call to show PE Stamp, Signature & Date

- ☐ For your files
- ☐ For your use
- ☐ Please review & return
- ☐ For return to your files
- ☐ Please advise

Remarks:

By: [signature]

Copies To

128 Monroe, NE • Albuquerque, NM 87108 • (505) 268-8828

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