



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 29, 1984

Mr. Raul Rivera
Rivera Engineering
2624 Valencia NE
Albuquerque, NM 87110

REF: GRADING AND DRAINAGE PLAN FOR MADRID-ZAMORA REPLAT (J12-D7) RECEIVED
SEPTEMBER 18, 1984

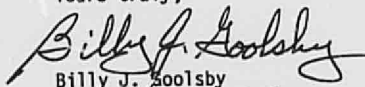
Dear Mr. Rivera:

The above referenced plan, dated September 18, 1984 is approved.

Please attach a copy of this approved plan to the construction set
prior to Hydrology sign-off.

If I can be of further assistance, please contact me at 766-7644.

Yours truly,


Billy J. Goolsby
Civil Engineer/Hydrology

BJG:mrk

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

INFORMATION SHEET

PROJECT TITLE Madrid-Zamora Replat TYPE OF SUBMITTAL Drainage Plan

ZONE ATLAS PAGE NO. J-12-2 CITY ADDRESS Being Verified (THOMPSON LOOP)

LEGAL DESCRIPTION MADRID-ZAMORA REPLAT

ENGINEERING FIRM Rivera Engineering CONTACT Raul A. Rivera

ADDRESS 2624 Valencia N.E. PHONE 881-3419

OWNER E. Edward Sanchez CONTACT Ed. Sanchez

ADDRESS P.O. Box 8127 PHONE 256-3514

ARCHITECT Architectural Grp. CONTACT Neil Gaskin

ADDRESS 144 Washington S.E. PHONE 266-4831

SURVEYOR Charles T. Scannell CONTACT Tim Scannell

ADDRESS 2108 Pajarito Rd. S.W. PHONE 877-3558

CONTRACTOR E.M.S. Construction Inc. CONTACT Ed. Sanchez

ADDRESS P.O. Box 8127 PHONE 256-3514

PRE-DESIGN MEETING:

☐ YES
☐ NO

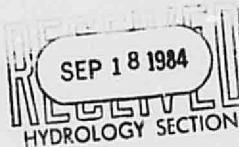
☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

PLEASE CHECK TYPE OF APPROVAL EXPECTED WITH THIS SUBMITTAL:

- ☐ SKETCH PLAT APPROVAL
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE DEVELOPMENT PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY APPROVAL
- ☐ ROUGH GRADING PERMIT APPROVAL
- ☐ GRADING/PAVING PERMIT APPROVAL
- ☒ OTHER Drainage Plan (SPECIFY)

DATE SUBMITTED 9/18/84 Raul A. Rivera

BY: _____





CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION



HYDROLOGY SECTION PROJ. NO. J-12 DATE: 8-31-84

PLANNING DIVISION NO. _____

CONFERENCE RECAP

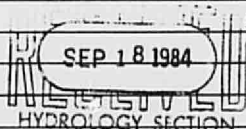
SUBJECT: Edmond Sanchez land, Madrid Zonera
replat DRB 84 500 @ Montoya & Thomson Rd

WHO

REPRESENTING

ATTENDANCE: Carlos Montoya
Ed Sanchez
Rivera Ruel

FINDINGS: ① Approved drainage plan as per DPM
is required prior to issuance of building
permit. ② Site discharge to be determined by
analysis of downstream capacity. ③ Erosion control
during construction period.



The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED: Calvin A. Hines

SIGNED: [Signature]

TITLE: Civil Eng

TITLE: Council

DATE: 8-31-84

DATE: 8-31-84

85 54674

#2280

666

5/2/07

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this 3rd day of July, 1985, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Sanchez and Mills, Ltd., (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 know as Madrid-Zamora Replat - Replat of Lots 3, 4-A, 4-B, 4-C and 4-D, Madrid-Zamora Replat, (hereinafter referred to as the "Subdivision").

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Madrid-Zamora Replat describing the Subdivision; and

WHEREAS, the preliminary plat submitted by the Developer proposes both private and public infrastructure improvements within the subdivision; and)

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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 JUL -8 PM 2:07
5246A-666-689
COLORES C. WALLER
CLERK & RECORDER
DUTY

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 required fees, all as set forth and specified in Exhibit "A", which 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 31 day of October, 1985, 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 as follows:

<u>PUBLIC Type of Improvement</u>		<u>Location</u>	
<u>Curb and Gutter, Sidewalk</u>		<u>in Thompson Rd.</u>	<u>At Thompson Loop</u>
<u>Paving, Drive Pads</u>		<u>in Thompson Rd.</u>	<u>At Thompson Loop</u>
<u>Water - Thompson Loop</u>	<u>From</u>	<u>Thompson Road</u>	<u>To Thompson Road</u>
<u>Sewer - Thompson Loop</u>	<u>From</u>	<u>Thompson Road</u>	<u>To Thompson Road</u>
<u>PRIVATE Type of Improvement</u>			
<u>Curb/Gutter-Thompson Loop</u>	<u>From</u>	<u>Thompson Road</u>	<u>To Thompson Road</u>
<u>Paving -Thompson Loop</u>	<u>From</u>	<u>Thompson Road</u>	<u>To Thompson Road</u>
<u>Sidewalk-Thompson Loop</u>	<u>From</u>	<u>Thompson Road</u>	<u>To Thompson Road</u>
<u>Storm Drain -Thompson Loop</u>	<u>From</u>	<u>Thompson Road</u>	<u>To Thompson Road</u>

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.

3a. Prior to a final acceptance of the completed Public 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.

3b. Prior to release of financial assurance, the developer shall either provide Certification by a New Mexico registered Professional Engineer that the required Private Improvements have been constructed in compliance with approved plans and specifications, as specified in Exhibit "A", or the Developer shall make necessary arrangements for Certification by the City Engineer that the required improvements are satisfactorily completed.

4. Until acceptance of the improvements of 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) for accident, injuries or death to any member of the public caused by any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The Developer shall maintain such insurance until acceptance of the improvements by the City. The Developer shall furnish the City Engineer a certificate 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 a) The City shall issue a Certificate of Completion and Acceptance for the Public 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.

11 b) The City shall issue a Certificate of Completion for the Private Improvements upon final completion to the City's satisfaction of the Private Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" 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.

.0. 672

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 and C) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B and C) shall govern.

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

DEVELOPER

William J. Kennedy & Associates, Inc.

ATTEST:

Angie L. Lusk
City Clerk

CITY OF ALBUQUERQUE, NEW MEXICO

C. Dwayne Sheppard
City Engineer

Bob V. Stone 7-2-85
Chief Administrative Officer

REVIEWED BY:

Michael W. Kearney
Assistant City Attorney

Approved As To Form

[Signature]
City Attorney
6/27/85

-7- Date

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 27th day
of February, 19 85 by Kenneth S. Mills & P. Edward Sanchez
of Albuquerque, New Mexico

Nancy B. Baldwin
Notary Public

My commission expires:

9-12-87

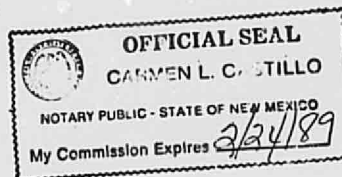
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 24th day
of June, 19 85 by C. Dwayne Sheppard, City Engineer of the
City of Albuquerque. By: James H. Hickox Jr.

Carmen L. Castillo
Notary Public

My commission expires:

2/24/89



0 674

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 2nd day
of July, 1985, by Bob V. Stowers, Chief Administrative
Officer of the City of Albuquerque.

Dale L. Grant
Notary Public

My commission expires:

12/18/88

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
 EXECUTED BY AND BETWEEN Sanchez and (DEVELOPER)
Miller, LTD.
 AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
 THE 3rd DAY OF July, 1985.

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. 2280.

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 Rivera Engineering 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:

Prepare final approved plans, estimate and preparation of as built-drawings; inspection and certification of private improvements.

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 city to be notified in writing prior to ^{issuance of work order} 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. 2280), incorporating any change orders approved by the City Engineer, Contract Documents for Public Works Contract 84-3, 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 and private 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 Contract Documents for City-wide Utilities and Cash Paving

Contract Number 31. This cost 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 Contract Documents for Public Works Contract 84-3 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 6.0.2 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 first acceptance package by the City Engineer.

4. PAYMENT OF FEES.

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

678

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>6% of Construction Contract for</u> <u>Public Improvements</u>
<u>Excavation Permit Fees</u>	<u>To be determined at time work order</u> <u>is issued</u>
<u>Sidewalk Ordinance Per</u>	<u>To be determined at time work order</u> <u>is issued</u>
<u></u>	<u></u>
<u></u>	<u></u>

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.

J. M. Dwyer
Honorable Member

Notary - Nancy F. Baldom
9-12-87

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Sanchez & Mills LTD (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 3rd DAY OF July, 1985.

1. CONSTRUCTION INSPECTION METHODS

Inspection of the subdivision improvement construction shall be performed by 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 Scannell Surveying 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.

3. FIELD TESTING

Field testing of the subdivision improvement construction shall be performed by City of Albuquerque, 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.

**[Signature]*
Kenneth Mills

Notary: *Nancy F. Baldon*
7-12-87

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Sanchez & Mills LTD. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 3rd DAY OF July, 1985.

1. PLAT APPROVAL STATUS

The Developer ^(circle one) ~~has~~ has not 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):

Irrevocable Letter of Credit and Agreement, 682

MO. 10897 in the amount of \$58,542.13, issued by The First National Bank in Albuquerque. The Letter of Credit is dated February 12, 1985 and will expire on December 31, 1985.

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 accept the revised financial guarantee tendered by the Developer.

Edward J. Smith
Kenneth J. Smith

C-3

Notary: *Nancy B. Beldon*
9-12-87

ESTIMATE SHEET
PROJECT NO. 2280
MAP NO. J-12-4

Check appropriate box and date.

☒ Quantities and Cost Estimate
Date Prepared: 2/15/85

☒ Approval
Date Requested: _____

Work Order
Date Issued: _____

Final Acceptance
Date Accepted: _____

APPLICANT INFORMATION:

Developer: E. Edward Sanchez

Mailing Address: P.O. Box 8127, Sta. C Albuquerque, NM 87108

Consulting Engineer: Rivera Engineering

Mailing Address: 2624 Valencia Dr. N.E. Albuquerque, NM 87110

Person to contact regarding this form: Paul A. Rivera

Mailing Address: 2624 Valencia Dr. N.E. Albuquerque, NM 87110

Phone: 881-3419

GENERAL SCOPE OF PROJECT:

PAVING, WATER, SAS, STORM DRAINAGE IMPROVEMENTS

NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:

MADRID - ZAMORA REPLAT THOMPSON LOOP

AT INTERSECTION OF THOMPSON ROAD AND MONTOYA

Developer to Pay = 100% Policy _____
(Methods II & III)

City to Pay = 0% Policy _____

City to Pay = 0% Policy _____

SPECIFIC LOCATION:

W SAS SD P M

All public infrastructure

X X X X

COST ESTIMATE

1 OF 3

MADRID-ZAMORA REPLAT 2280

PAVING IMPROVEMENTS (PRIVATE)

ITEM NO.	CP 31 ITEM NO.	SHORT DESCRIPTION	CP 31 UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	AS-BUILT QUANTITY	AS-BUILT AMOUNT
1.	P-4	GRADING PER S.Y.	1.70	707	\$ 1,201.90		
2.	P-6	REM (4"-10") TREES PER EACH	160.00	6	960.00		
3.	P-16	IMP 4" SUBBS PER S.Y.	1.60	707	1,131.20		
4.	P-25	1 1/2" AC BS-1500-M PER S.Y.	3.50	707	2,474.50		
5.	P-32	1 1/2" AC SF- 1500-M PER S.Y.	3.45	707	2,439.15		
6.	P-42	4" FCC SDWK PER S.F.	2.20	984	2,164.80		
7.	P-43	6" FCC D/WPD PER S.F.	3.20	840	2,688.00		
8.	P-46	FCC STD C&G PER L.F.	9.50	654	6,213.00		
9.	P-50	FCC HDC PER L.F.	7.70	61	469.70		

TOTAL ESTIMATED COST OF PAVING IMPROVEMENTS (PRIVATE) \$ 19,742.25

STORM DRAIN IMPROVEMENTS (PRIVATE)

ITEM NO.	CP 31 ITEM NO.	SHORT DESCRIPTION	CP 31 UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	AS-BUILT QUANTITY	AS-BUILT AMOUNT
1.	S-17	TRCHG (18', LESS THAN 8'D PER L.F.	9.50	56	532.00		
2.	K-3	18" RCP, CL. IV PER L.F.	19.00	56	1,064.00		
3.	K-31	CB-C-S PER EACH	2150.00	2	4,300.00		
4.	S-21	4' MH, LESS THAN 6' PER EACH	1100.00	1	1,100.00		

TOTAL ESTIMATED STORM DRAIN IMPROVEMENTS \$6,996.00

PRIVATE COSTS
TOTAL ESTIMATED COST OF PAVING IMPROVEMENTS \$ 19,742.25
TOTAL ESTIMATED STORM DRAIN IMPROVEMENTS 6,996.00

TOTAL ESTIMATED CONSTRUCTION COSTS (PRIVATE) \$ 26,738.25

COST ESTIMATE

686

2 of 3

MADRID-ZAMORA REPIAT 2280

SANITARY SEWER IMPROVEMENTS (PUBLIC)

ITEM NO.	CP 31 ITEM NO.	SHORT DESCRIPTION	CP 31 UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	AS-BUILT QUANTITY	AS-BUILT AMOUNT
1.	S-12	TRCHG (6"-15") 6'-8' D, PER L.F.	9.50	40	\$ 380.00		
2.	S-13	TRCHG (6"-15") 8'-10" PER L.F.	11.50	126	1,449.00		
3.	S-14	TRCHG (6"-15") 10'-14" PER L.F.	13.50	94	1,269.00		
4.	S-22	4"MH, 6'-10" D, PER EACH	1300.00	4	5,200.00		
5.	S-23	4"MH, 10'-14" D, PER EACH	1450.00	1	1,450.00		
6.	S-1	4" CIP PER L.F.	10.00	103	1,030.00		
7.	G-9	4" TAP ON (8"-15"), PVC, PER EACH	110.00	6	660.00		
8.	G-3	8" PVCP PER L.F.	8.00	270	2,160.00		
TOTAL ESTIMATED SANITARY SEWER IMPROVEMENTS					\$13,598.00		

WATER IMPROVEMENTS (PUBLIC)

ITEM NO.	CP 31 ITEM NO.	SHORT DESCRIPTION	CP 31 UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	AS-BUILT QUANTITY	AS-BUILT AMOUNT
1.	B-1	4" PVC/FRP D PER L.F.	7.50	284	\$ 2,130.00		
2.	B-6	TAP SAD 3/4" ON 4" PVC/FRP PER EACH	80.00	8	640.00		
3.	W-46	N-PRESS CONN PER EACH	600.00	1	600.00		
4.	W-52	MJ FIT, (4"-14") PER LB	2.00	250	500.00		
5.	W-65	4" GV PER EACH	250.00	1	250.00		
6.	W-82	V-BOX, "A" PER EACH	250.00	1	250.00		
7.	W-114	3/4" TBC PER L.F.	3.00	125	375.00		
8.	W-134	3/4"-1" MTR BOX PER EACH	150.00	8	1,200.00		
9.	W-91	REM & REL FH PER EACH	400.00	1	400.00		
10.	W-186	BLKG PER C.Y.	120.00	1	120.00		
TOTAL ESTIMATED WATER IMPROVEMENTS					\$ 6,465.00		

COST ESTIMATE

MADRID-ZAMORA REPLAT 2280
PAVING IMPROVEMENTS (PUBLIC)

3 OF 3

ITEM NO.	CP 31 ITEM NO.	SHORT DESCRIPTION	CP 31 UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	AS-BUILT QUANTITY	AS-BUILT AMOUNT
1.	P-4	GRADING PER S.Y.	1.70	138	\$ 234.60		
2.	P-11	CUT & REM FCC PVMT PER S.Y.	5.00	17	85.00		
3.	P-13	FCC C&G REM PER L.F.	5.00	99	495.00		
4.	P-14	SDWK & DRVPD REM PER S.Y.	3.30	37	122.10		
5.	P-16	IMP 4" SUBBS PER S.Y.	1.60	138	220.80		
6.	P-25	1 1/2" AC BS-1500-M PER S.Y.	3.50	138	483.00		
7.	P-32	1 1/2" AC SF-1500-M PER S.Y.	3.45	138	476.10		
8.	P-39	5" FCC F-A PVMT PER S.Y.	25.40	17	431.80		
9.	P-42	4" FCC SDWK PER S.F.	2.20	824	826.20		
10.	P-43	6" FCC DRVPD PER S.F.	3.20	273	873.60		
11.	P-46	FCC STD C&G PER L.F.	9.50	273	2,593.50		
TOTAL ESTIMATED COST FOR PAVING IMPROVEMENTS (PUBLIC)					\$ 6,841.70		

PUBLIC COSTS

TOTAL ESTIMATED SANITARY SEWER IMPROVEMENTS \$ 13,558.00
TOTAL ESTIMATED WATER IMPROVEMENTS 6,465.00
TOTAL ESTIMATED PAVING IMPROVEMENTS 6,841.70

TOTAL ESTIMATED CONSTRUCTION COSTS (PUBLIC) \$ 26,904.70
TOTAL ESTIMATED CONSTRUCTION COSTS (PRIVATE) 26,738.25
TOTAL ESTIMATED CONSTRUCTION COSTS (BOTH) \$ 53,642.95

Paul A. Rivera
2/26/85



1. *Journal of Management Studies*, 1991, 28, 1, 1-14.

[illegible]

SHEET 2 OF 6

**The First National Bank in Albuquerque**IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 10897DATE February 12, 1985AMOUNT: \$58,542.13

Mr. Frank A. Kleinhenz
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Dear Mr. Kleinhenz:

At the request of Sanchez and Mills, Ltd., A New Mexico Limited Partnership, we establish our Irrevocable Letter of Credit in your favor for the account of SANCHEZ AND MILLS, LTD. to the extent of and not exceeding FIFTY-EIGHT THOUSAND FIVE HUNDRED FORTY-TWO AND 13/100 DOLLARS (\$58,542.13).

This Letter of Credit has been established to insure the completion of street and sewer improvements in the Thompson Montoya Development as provided by the Agreement between Sanchez and Mills, Ltd. and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 246-A at pages 666 to 689, of the records of the COUNTY OF BERNALILLO, STATE OF NEW MEXICO (the Agreement). A draft or Drafts for any amount up to, but not in excess of, FIFTY-EIGHT THOUSAND FIVE HUNDRED FORTY-TWO AND 13/100 DOLLARS (\$58,542.13) is/are available at sight at THE FIRST NATIONAL BANK IN ALBUQUERQUE, Albuquerque, New Mexico, between February 12, 1985 and September 30, 1985. When presented for negotiation, the Draft(s) is/are to be accompanied by the following documents:

1. Beneficiary's notarized certification stating that Sanchez and Mills, Ltd. has failed to comply with the terms of the Agreement.
2. Beneficiary's notarized certification that the undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement; and
3. Beneficiary's notarized certification that the amount of the draft is not more than 125% of the cost of completing the improvements specified in the Agreement.

We hereby agree with the drawer of Draft(s) drawn under and in compliance with the terms of this credit that such Draft(s) will be duly honored in the presentation to the drawee if negotiated between February 12, 1985 and September 30, 1985.

Post Office Box 1305 / Albuquerque, New Mexico 87103 / Telephone (505) 765-4000

New Mexico's Largest Home-Owned Independent Bank Member FDIC
Serving New Mexico for More than 50 Years Convenient Locations Citywide

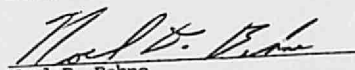
IRREVOCABLE LETTER OF CREDIT AND AGREEMENT No. 10897
February 12, 1985
Page 2

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 10897 of THE FIRST NATIONAL BANK IN ALBUQUERQUE, Albuquerque, New Mexico, dated February 12, 1985," the amount of such Draft(s) must be endorsed on the reverse side thereof, and this Letter of Credit must be attached to the Draft which exhausts this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

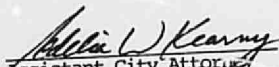
This credit terminates at 3:00 o'clock p.m., New Mexico time, September 30, 1985.


FIRST NATIONAL BANK IN ALBUQUERQUE


Noel D. Behne
Executive Vice President & Cashier

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE


Patricia W. Kearney
Assistant City Attorney


Approved As To Form
City Attorney
Date: 7/1/85

The First National Bank in Albuquerque

Date: June 11, 1985

To: Mr. Bob Stover
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Our Irrevocable Letter of Credit
No. 10897, Dated February 12, 1985,
Amendment No. 1

Account: Sanchez and Mills, Ltd.

GENTLEMEN:

WE ARE PLEASED TO INFORM YOU THAT THE ABOVE MENTIONED CREDIT IN YOUR FAVOR
HAS BEEN AMENDED AS FOLLOWS:

1. Extend expiration date from September 30, 1985 to
December 31, 1985.

THE OTHER TERMS OF THE CREDIT REMAIN UNCHANGED.

PLEASE ADVISE US AS TO THE ACCEPTABILITY OF THIS AMENDMENT.

Approved As to Form

Date: 6/11/85

Approved as to Form:

Adeline W. Keating
Asst. City Attorney

Date: 6/28/85

Very truly yours,

Noel D. Behne
Noel D. Behne
Executive Vice President & Cashier

Post Office Box 1305 / Albuquerque, New Mexico 87103 / Telephone (505) 765-4000