

New Mexico DEPARTMENT OF
TRANSPORTATION

MOBILITY FOR EVERYONE

DISTRICT 3

**STORM WATER MANAGEMENT
PROGRAM**

Revised October 2004

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LIST OF ACRONYMS

AMAFCA.....	Albuquerque Arroyo Flood Control Authority
ACNM.....	Associated Contractors of New Mexico
BMP.....	Best Management Practice
CD.....	Compact Disc
COA.....	City of Albuquerque
DMD.....	Department of Municipal Development, City of Albuquerque
DNA.....	Deoxyribo Nucleic Acid
DPM.....	Design Process Manual
DRB.....	Design Review Board
DRC.....	Design Review Committee
EHD.....	Environmental Health Department, City of Albuquerque
EPA.....	Environmental Protection Agency
FIFRA.....	Federal Insecticide, Fungicide, and Rodenticide Act
GIS.....	Geographical Information System
HAZMAT.....	Hazardous Material
MS4.....	Municipal Separate Storm Sewer System
NMDA.....	New Mexico Department of Agriculture
NMDOT.....	New Mexico Department of Transportation
NMED.....	New Mexico Environment Department
NOI.....	Notice of Intent
NPDES.....	National Pollutant Discharge Elimination System
O&M.....	Operation and Maintenance
OSHA.....	Occupational Safety and Health Administration
PWD.....	Public Works Department, City of Albuquerque
PVC.....	PolyVinyl Chloride
SSCAFCA.....	Southern Sandoval County Flood Control Authority
SWMD.....	Solid Waste Management Department, City of Albuquerque
SWMP.....	Storm Water Management Program
SWPPP.....	Storm Water Pollution Prevention Plan
TMDL.....	Total Maximum Daily Load
TV.....	Television
UNM.....	University of New Mexico
USGS.....	United States Geological Service
WUD.....	Water Utility Department, City of Albuquerque
YDI.....	Youth Development Inc.

SECTION 1. PROGRAM OVERVIEW

The Albuquerque Municipal Separate Storm Sewer System (MS4) is operated by four separate identities, the City of Albuquerque (COA), Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), the University of New Mexico (UNM) and the New Mexico Department of Transportation (NMDOT). Each of these co-permittees has a separate role in the management of storm water and therefore has a separate Storm Water Management Program (SWMP), however, due to the similarities between AMAFCA and the COA, one SWMP has been prepared for the COA and AMAFCA.

The SWMP for the NMDOT is a comprehensive program comprised of various program elements and activities designed to reduce storm water pollution to the maximum extent practicable and eliminate prohibited non-storm water discharges in accordance with federal and state laws and regulations.

These laws and regulations are implemented through National Pollutant Discharge Elimination System (NPDES) municipal storm water discharge permits. In December 2003, the Albuquerque MS4 was granted a permit from the Environmental Protection Agency (EPA) to discharge storm water into the Rio Grande. As a requisite of this MS4 permit, the NMDOT is instructed to meet minimum program elements of the permit and to also conduct specific activities to address local urban storm water runoff water quality concerns. The core program elements address:

- Structural Controls and Storm Water Collection System Operation
- Areas of New Development and Significant Redevelopment
- Roadways
- Flood Control Projects
- Pesticide, Herbicide and Fertilizer Application
- Illicit Discharges and Improper Disposal
- Spill Prevention and Response
- Industrial and High Risk Runoff
- Construction Site Runoff
- Public Education
- Monitoring Programs
- Fecal Coliform Total Maximum Daily Load (TMDL)

The NMDOT recognizes the importance of effective storm water management and has allocated resources to assist in administering and implementing the program. See Section 5-Storm Water Management Program Resources for details. Management and administration of the NMDOT SWMP is provided by the NMDOT District Three office.

SECTION 2. STORM WATER MANAGEMENT PROGRAM

2.1. STRUCTURAL AND SOURCE CONTROL MEASURES TO CONTROL POLLUTANTS FROM COMMERCIAL AND RESIDENTIAL AREAS

2.1.1. MAINTENANCE ACTIVITIES AND MAINTENANCE SCHEDULES FOR STRUCTURAL CONTROLS

The NMDOT drainage system consists of runoff from the NMDOT District Three right-of-way. The drainage system is typically composed of culverts, bridges, open ditches, and minor detention ponds. The system components are maintained by the NMDOT maintenance personnel on a continual basis throughout the year.

Maintenance activities include inspection, cleaning, and repairs of the drainage system. Cleaning includes the mowing of vegetation along ditches and spot mowing around culverts. Cleaning also includes the removal of silt and debris from culverts, bridges, ditches, and detention ponds. Repairs include any damage to the structure as well as the damage caused by erosion during major storm events. Maintenance also includes sweeping and litter pickup. The NMDOT District Three has recently contracted with the City of Albuquerque for sweeping operations. NMDOT personnel also perform sweeping.

NMDOT currently has contracts in place with the N.M. Corrections Department and the City of Albuquerque to utilize inmates and community service workers to perform litter pickup. NMDOT personnel also perform litter pickup. NMDOT has an Adopt-A-Highway program that currently has 78 groups picking up litter on approximately 109 miles of our right-of-way. NMDOT initiated the "Toss No Mass" program years ago, which is now administered by the N.M. Department of Tourism. This program provides the public with anti-litter bumper stickers, leaflet information, and children's coloring books on the negative impacts of litter.

The NMDOT drainage system is conveyed to the COA/AMAFCA storm drainage system. Please refer to the COA/AMAFCA SWMP Appendix A that shows the type, location, maintenance, and other pertinent data for their major storm water infrastructure.

Inspections

System inspections are continuous but no less than annually. Maintenance activities are generally assigned based upon results of field inspections of existing systems. The NMDOT gives particular priority to inspections of existing systems prior to the primary rainfall season, which typically occurs in the months of June, July, August, and September. These are priority inspections to ensure that systems are functioning in a manner to prevent accidental flood damage and release of floatables due to plugged or inoperative systems and structural damage that may cause failure.

Inspections are also conducted in response to customer concerns. Following these inspections, corrective measures are addressed by the maintenance section, as needed.

Floatables

Floatables in the NMDOT drainage system consist primarily of plastic and paper products, aluminum cans, tumbleweeds, leaves and general woody type debris and general construction debris. All removed floatables are disposed of through existing NMDOT Solid Waste Disposal Programs.

Floatable debris associated with the NMDOT drainage system is controlled by the following structural improvements:

- Inlet Grates
- Safety Grates

Debris accumulations are removed on an as needed basis and when scheduled maintenance activities are conducted on these structures. See COA/AMAFCA SWMP for additional city floatable controls.

Minor Detention Basins

Maintenance activities include inspection, cleaning, and repairs. All debris and waste collected from maintenance operations of the NMDOT is currently disposed of at the COA landfill. Silt and sand collected from drainage structure cleaning is typically stockpiled at NMDOT controlled storage facilities pending final disposal or use in other maintenance activities such as erosion repair.

Measurable Goals

1. Provide Annual Reports reflecting actual dates of inspections, maintenance, cleaning, and accomplishments by department unit of measure for drainage structures within the NMDOT drainage system.
2. Monitoring of the accomplishments by annual comparison. This monitoring will enable NMDOT to analyze the results to identify deviations and trends and provide guidelines for improvement, if necessary.
3. By December 2005; the NMDOT will provide an inventory by route, mile point, and description of structures within the NMDOT drainage system.

2.1.2. PLANNING PROCEDURES TO DEVELOP, IMPLEMENT AND ENFORCE CONTROLS TO REDUCE POLLUTANTS FOR NEW DEVELOPMENT AND REDEVELOPMENT PROJECTS

The NMDOT consistently works with local agencies in the review and approval of subdivisions or commercial developments that require access onto or off of a state highway or that abut a state highway right-of-way. The NMDOT prohibits flows from developments from entering the state right-of-way. Developers are typically required to construct detention/retention ponds onsite to maintain historical flows. Traffic studies are reviewed as well as site grading and drainage plans to ensure that all impacts are mitigated and that all NMDOT requirements are adhered to per the "NMDOT State Access Management Manual".

Measurable Goals

1. The NMDOT District Three will continue to work with local agencies to ensure that developers comply with all state and local agency requirements.
2. By December 2005; develop specific drainage requirements for developers that access or abut state roadways.

2.1.3. PRACTICES FOR OPERATING AND MAINTAINING PUBLIC ROADS AND HIGHWAYS

Street maintenance activities include road repair and maintenance, curb and gutter, sidewalk repair, major street repaving and seal coating, bridge maintenance, winter de-icing, street sweeping, vegetation control, debris control, NPDES inspection and maintenance, and drainage structure cleaning. See Appendix A for a list of maintenance activities performed on NMDOT roadways.

In an effort to reduce the pollutants to the Maximum Extent Practicable (MEP) from road and highway repair, equipment/vehicle yards, and materials storage/maintenance facilities, the NMDOT District Three stores oil, antifreeze and solvents, in compliance with the NMED Hazard Waste Bureau Standards, Title 40, Subpart C, 279.22, Used Storage. The NMDOT District Three currently has a contract in place to have a vendor pick up and properly dispose of the stored materials. See Appendix B.

De-icing Activities

The NMDOT performs snow removal operations, which includes removal of snow, ice, and slush from NMDOT roadways, shoulders and ramps. NMDOT uses trucks with plows and/or spreaders, graders or front-end loaders to maintain traffic flow and to reduce hazardous driving conditions. NMDOT uses 3 parts cinders to 1 part salt with a historical average of approximately 52,000 cubic yards per year. Liquid de-icer and granular chemical de-icer are occasionally used in severe storms. Presently, all five maintenance patrol yards have containment pads for all chemical stockpiles. Several containments also have covered storage.

Street Sweeping

The NMDOT performs sweeping operations as needed throughout the year. The NMDOT has recently contracted with the City of Albuquerque and provided funding for sweeping. The NMDOT District Three schedules sweeping to remove de-icing materials as often as possible following heavy storms.

Vegetation Maintenance

The NMDOT utilizes an integrated vegetation management program that combines mowing and herbicide applications. Vegetation maintenance is currently performed on an as-needed basis and is much dependent on the amount of rainfall that occurs in any annual period. The Vegetation Management Plan is designed to prevent or control erosion.

Roadway Debris Control

The NMDOT maintenance personnel perform litter pick up consisting of large items such as tire rubber, couches, ladders, etc. The NMDOT funds several programs to control excessive debris accumulations in the roadway areas and to control unwanted vegetation. Litter pick up under these programs consist of cleaning of right-of-way from fence to fence, including pick up, loading, hauling, and, in some cases, disposing of accumulated litter, to remove unsightly or hazardous objects and obstructions to drainage. Litter control is focused on the interstate and access controlled highways. The NMDOT funds two programs for the collection of roadside debris:

- a. The NMDOT contracts with the City Of Albuquerque Community Service Worker's Program to utilize community service workers to collect roadside debris in plastic bags and operates seven days a week. Weekday operations are conducted utilizing eight to nine community service workers for an eight-hour day schedule. Weekend operations involve approximately twenty-five to thirty community service workers working an eight-hour day schedule. Roadside debris is collected into plastic bags and temporarily stored along the roadside. The bags are then collected in trucks and hauled to the

nearest Solid Waste Convenience Collection Center. Community service workers are also utilized to eliminate unwanted vegetation. Weeds are cut and stacked and periodically hauled to the Solid Waste Convenience Centers. This program is utilized for vegetation control in public rights-of-way, in public roadways, as well as public drainage easements, and some open space areas.

- b. The NMDOT also contracts with the N.M. Corrections Department to use inmates to collect debris along roadsides, drainage areas, and some open space areas. This program is operated five days a week and involves approximately sixteen men per day. Collected debris is placed into plastic bags and periodically hauled by NMDOT personnel to local Solid Waste Disposal Facilities. This program is also utilized to control vegetation similar to the Community Service Program.

Measurable Goals

1. By December 2005; develop a plan to purchase structures for all chemical stockpiles.
2. By June 2005; initiate the improvement of the NMDOT permitting/certification program to ensure that entities applying for a permit to utilize NMDOT right-of-way (ie. utility, driveway, and miscellaneous work), implement BMPs in their construction procedures to minimize pollutants entering into the NMDOT's MS4.
3. Continue the practices to reduce to the Maximum Extent Practicable (MEP) pollutants from road and highway repair, equipment/vehicle yards, and materials storage/maintenance facilities.

2.1.4. PROCEDURES TO ENSURE THAT FLOOD MANAGEMENT PROJECTS ASSESS IMPACTS ON WATER QUALITY

Flood control facilities and major detention basins are part of the COA/AMFCA's SWMP. NMDOT does not have any major detention basins or flood control facilities. Please refer to Section 2.1.4 of the COA/AMAFCA SWMP.

2.1.5. PROGRAM TO MONITOR POLLUTANTS IN RUNOFF FROM OPERATING OR CLOSED MUNICIPAL LANDFILLS AND FACILITIES FOR HANDLING OF MUNICIPAL WASTES

This is not applicable to the NMDOT. See The COA/AMFCA SWMP Section 2.1.5 for information on their program to address this item.

2.1.6. PROGRAM TO REDUCE POLLUTANTS IN DISCHARGES FROM THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, PARTICULARLY CONCERNING THE APPLICATION OF PESTICIDES AND FERTILIZERS

The New Mexico Department of Agriculture (NMDA), Bureau of Pesticide Management, provides regulations, training, licensing and certification of pesticide applicators and distributors in the State of New Mexico. The NMDOT does not provide regulation or enforcement. The regulation provided by the State of New Mexico, under the New Mexico Pesticide Control Act, applies to commercial applicators and retail distributors. The NMDA, by cooperative agreement with EPA, also enforces provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) within New Mexico and provides response to public complaints from both the agricultural and urban sectors.

The NMDOT implements best management practices designed to control sources of pollution, Refer to the attached NMDOT Roadside Vegetation Management Handbook, Appendices XII and XV, Chapter 3 & 4. See Appendix C.

The NMDOT District Three uses non-restricted pesticides and herbicides in limited quantities for pest and vegetation control. Applicators are trained and licensed by NMDA to assure proper control in the use of these chemicals. NMDOT follows the NMDA procedures for disposing of empty chemical containers.

The NMDOT District Three only uses fertilizers on turf areas for lawn maintenance.

Measurable Goals

1. Continue with the on-going efforts and BMPs of the NMDOT in educating and advising personnel on the proper use and application of pesticides, herbicides and fertilizers to minimize pollutants in the department's drainage system.

2.2. METHODS TO DETECT AND REMOVE ILLICIT DISCHARGES AND DISPOSALS INTO THE STORM SEWER SYSTEM

2.2.1. PROGRAM TO IMPLEMENT AND ENFORCE ORDINANCES TO PREVENT ILLICIT DISCHARGES. INCLUDE A DESCRIPTION OF PERMITTED NON-STORM WATER DISCHARGES THAT ARE CONSIDERED NON-POLLUTING SOURCES

The NMDOT drainage system could possibly be affected by illicit discharges to the system by runoff from areas outside of the right-of-way. NMDOT is committed to control discharge contaminants in quantities that would cause a violation of state water quality standards. The NMDOT will detect and eliminate illicit discharges to their right-of-way by the following procedures:

- Periodic Inspections
- A revised utility permit process to ensure that entities applying for a use of right-of-way permit will implement BMPs in their construction and maintenance procedures to minimize pollutants entering in the NMDOT's MS4.
- Coordination with municipalities and other regulatory agencies.

See COA/AMAFCA SWMP Section 2.2.1 for detail on the storm sewer system.

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Allowable non-storm water discharges

The NMDOT follows the allowable non-storm water discharges specifications outlined in the COA/AMFCA SWMP Section 2.2.1. NMDOT allows the following uncontaminated storm water discharges to the NMDOT drainage system and reserves the right to review and prohibit such discharges if shown to be a source of storm water pollution:

- a. Water line flushing
- b. Landscape Irrigation
- c. Uncontaminated Pumped Ground Water Discharges from Potable Water Sources
- d. Foundation Drains

- e. Air-conditioning Condensate
- f. Irrigation Water
- g. Springs
- h. Water From Crawl Space Pumps
- i. Footing Drains
- j. Lawn Watering
- k. Individual Residential Car Washing
- l. Flows from Riparian Habitats and Wetlands
- m. Street Flushing Wash Water
- n. Fire Hydrant Flushing

The above mentioned discharges have been field screened for years by the COA, prior to the issuance of the MS4 permit, and have been found to have no unacceptable levels of contaminants.

Measurable Goals

1. The existing program will be continued throughout the entire permit term.
2. By December 2005; the NMDOT Drainage Section in conjunction with the District Three office will review current practices for detection of illicit discharge, and expand detection coverage as deemed necessary. This will involve review of current staffing for inspection capability, and expanded utilization of current inspection programs to provide additional detection capabilities for illicit discharge to the NMDOT drainage system.

2.2.2. PROCEDURES TO CONDUCT ONGOING FIELD SCREENING ACTIVITIES DURING THE LIFE OF THE PERMIT

As co-applicant with the COA, NMDOT District Three is aware that during the field screening, routine operation, maintenance or inspection activities, if a major outfall is identified as having a suspicious discharge, a search is to be conducted to determine the source. This portion of the storm water management activities is handled by the City's monitoring group. See the COA/AMAFCA SWMP Section 2.2.2.

2.2.3. PROCEDURES TO INVESTIGATE PORTIONS OF THE STORM SEWER SYSTEM THAT INDICATE POTENTIAL/FOR CONTAINING ILLICIT DISCHARGE OR OTHER SOURCES OF NON-STORM WATER

This is not applicable to NMDOT. See COA/AMFCA SWMP Section 2.2.3

2.2.4. PROCEDURES TO PREVENT, CONTAIN AND RESPOND TO SPILLS THAT MAY DISCHARGE INTO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM

The primary response and coordinating agency for spills of any toxic materials is the Hazardous Material HAZMAT response team of the Albuquerque Fire Department. Emergency response is concerned with the containment, control and clean up of hazardous material spills. NMDOT has internal procedures for HAZMAT Response. See Appendix D, Emergency Response For Hazardous Material Spills.

The NMDOT District Three assists as necessary to provide support for clean up efforts. This may involve personnel, equipment, and materials necessary to perform the clean up operation and traffic control setup. As may become necessary, the NMDOT District Three has on-call contractors available for removal and disposal of hazardous materials. This is typically the same contractor that provides material handling and disposal for the Household Hazardous Waste Program. The NMDOT also has on-call contractors for collection and disposal of material spills, in particular, petroleum type materials such as diesel fuel, waste oil, and other fuel type products.

The NMDOT in coordination with the New Mexico Surety Task Force developed the "Statewide Highway Incident Management Plan", which has been adopted by the NMDOT and other state local agencies.

The specific procedures for response to reported spills and for protection of the storm drainage system is as follows:

1. The NMDOT notifies law enforcement, which notifies the Albuquerque Fire Department HAZMAT response team of the spill and initiates a response team to the site. The first objective of the response is containment of the spill and assessment of material type and appropriate clean up.
2. The on-site Fire Chief notifies the EHD Hazardous Material personnel to report to the scene and advise as to appropriate clean up methods. Environmental Health personnel advise other appropriate agencies as may have a concern with clean up procedures. The Storm Drainage Division has requested notification for any spills that may involve surface water, drainage systems, or street gutter drains where spilled material may enter storm drainage systems.
3. The Fire Department notifies the NMDOT of any necessary equipment or materials needed to contain and absorb spilled material. Such material may include liquid absorbents, sand and soil material, or other material necessary to contain and absorb the spilled liquid.
4. The NMDOT provides assistance removing absorbent materials by trucks, loaders, and street sweeping for final clean up. These materials are disposed of at appropriate locations for the particular spilled material.
5. The use of water for wash down of spill areas is limited to the minimum amount necessary for final clean up to prevent additional contaminants from being washed into the storm sewer system. The Fire Department emergency response teams carry special bioremediation type products on response vehicles for application on final clean up on pavement areas where small amounts of residue may still exist. These microorganism type materials are generally used on petroleum type spill areas to aid in the biological break down of any residue material.

Measurable Goals

1. The existing program for spill response and clean up will continue throughout the term of the permit.
2. By January 2005; implementing training for the "Statewide Highway Incident Management Plan".
3. By February 2005; a proposal will be made to the Legislature for enactment of the "Statewide Highway Incident Management Plan", into law.

2.2.5. PROGRAM TO PROMOTE, PUBLICIZE AND FACILITATE PUBLIC REPORTING OF ILLICIT DISCHARGING TO THE STORM WATER SYSTEM

The NMDOT will participate with the other co-applicants on the MS4 to promote, publicize, and facilitate public reporting of the presence of illicit discharges of water quality impacts associated with discharges from municipal separate storm waters.

The NMDOT will refer all requests for information to the COA. The NMDOT will refer reports of illegal dumping or illicit discharge to the COA twenty-four hour (24-hr) Storm Water hot line number (505-768-3003).

Measurable Goals

1. By December 2005; the NMDOT will provide website links to the City of Albuquerque website.

2.2.6. EDUCATIONAL ACTIVITIES AND PUBLIC SERVICES TO BE CONDUCTED BY THE MUNICIPALITY TO ASSIST IN MANAGEMENT OF THE SYSTEM

Specific emphasis on educating the general public is an integral aspect of a storm water management program. Many problems can be avoided by informing and encouraging the public on the negative impacts of storm water pollution.

The NMDOT works in conjunction with the Associated Contractors of New Mexico to conduct classes throughout the year. The workshops train local government agency personnel, private contractors, and private companies on the Storm Water NPDES Regulations.

With the recent addition of Phase II for Small MS4 systems in 2003, the co-permittees of the Albuquerque Phase I MS4 have joined forces with the local Phase II MS4 participants to develop a consolidated public outreach and education program with an emphasis on the reduction of trash and fecal coliform in the Middle Rio Grande Watershed. The participating parties will be:

- COA
- AMAFCA
- SSCAFCA (Southern Sandoval County Arroyo Flood Control Authority)

- City of Rio Rancho
- UNM
- NMDOT
- Bernalillo County

In September 2004, the COA, AMAFCA, Bernalillo County, UNM, and NMDOT entered into a Memorandum of Understanding to develop and implement a public education campaign to reduce trash and fecal coliform and reduce illicit discharges in the Middle Rio Grande Watershed. See Appendix E.

Measurable Goals

1. The NMDOT, in coordination with the COA, will expand its efforts to provide public education on storm water systems and storm water pollution throughout the term of the permit.
2. By February 2005; Provide \$10,000 per the MOU with the COA, AMAFCA, Bernalillo County, and UNM to develop and implement a public education campaign to reduce trash and fecal coliform and reduce illicit discharges in the Middle Rio Grande Watershed.

2.2.7. CONTROLS TO LIMIT INFILTRATION OF SEEPAGE FROM SANITARY SEWERS TO THE MUNICIPAL STORM SEWER SYSTEM

This section is not applicable to NMDOT with the exception of the instance where a sanitary sewer line is leaking or overflowing into NMDOT right-of-way. In this case the NMDOT will immediately contact the COA. See the COA/AMAFCA SWMP Section 2.3.1 for monitoring procedures.

2.3. PROCEDURES TO MONITOR AND CONTROL POLLUTANTS FROM INDUSTRIAL AND HIGH RISK FACILITIES

2.3.1. UPDATED LIST OF INDUSTRIAL AND HIGH RISK STORM WATER SOURCES DISCHARGING TO THE MS4

This section is not applicable to NMDOT. See the COA/AMAFCA SWMP Section 2.3.1 for monitoring procedures.

2.3.2. DESCRIBE A MONITORING PROGRAM FOR STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL FACILITIES

This section is not applicable to NMDOT. See the COA/AMAFCA SWMP Section 2.3.2 for monitoring procedures.

2.4. PROCEDURES FOR MONITORING AND CONTROLLING STORM WATER POLLUTION FROM MUNICIPAL FACILITIES

2.4.1. DEVELOP AND IMPLEMENT AN OPERATION AND MAINTENANCE PROGRAM FOR REDUCING STORM WATER POLLUTION FROM MUNICIPAL FACILITIES

The District Three office of the NMDOT has various municipal facilities and, if unchecked, could contribute to storm water pollution. The following is a list of these facilities and their current storm water pollution control practices:

- District Three Office Complex; All waste from this site is currently disposed of at a COA Landfill. Liquid waste from automobiles and machinery, such as motor oil, transmission oil, and anti-freeze are stored per the NMED Hazard Waste Bureau Standards and then disposed of via contract. **See Appendix B.**
- District Three Hilltop Construction Office; this is a small facility that generates minimal debris and pollutants. Nonetheless, the facility is kept clean and free of debris to the Maximum Extent Practicable.
- District Three Maintenance Patrol Yards (total of two affected by the MS4 General Permit); the facilities are kept clean and free of debris to the Maximum Extent Practicable. Liquid waste from automobiles and machinery, such as motor oil, transmission oil, and anti-freeze are stored per the NMED Hazard Waste Bureau Standards and then disposed of via contracts. **See Appendix B.**
- To minimize the risk of pollutants entering storm runoff, stockpile practices are as follows:
 1. **Impermeable Bottom Surface:** Construct a 6 inch asphalt liner coated with a corrosion resistant sealant.
 2. **Side Barrier:** Place concrete wall barriers around the pile to trap any accumulated liquid within the containment structure and to keep the pile intact. Extend asphalt liner up the sides of the wall barrier approximately 6 inches.
 3. **Runoff Containment:** Construct a 3 ft. wide by 1 ft. deep swale around the structure to contain any runoff from stockpile storage.

In addition to the above, the Patrol Foreman will be responsible for coordinating and/or conducting bi-annual inspections of the containment structure; returning spills to the stockpile A.S.A.P.; and informing his immediate supervisor of substantial spills that have a reasonable probability of leaching into the soil. NMED shall be notified within 24 hours of discovery of substantial spills.

Measurable Goals

3. By December 2005; develop a plan to purchase structures for all chemical stockpiles.
4. The NMDOT District Three will continue the current BMPs

2.5. PROGRAM TO REDUCE STORM WATER POLLUTION FROM HIGHWAY CONSTRUCTION SITES

2.5.1. PROCEDURES FOR HIGHWAY CONSTRUCTION SITE PLANNING TO CONTROL WATER QUALITY IMPACTS

The NMDOT utilizes the Department Drainage Manual, Volume 1, Hydrology, 1995, for drainage design of culverts on all highway construction projects under to ensure that the methodologies used to calculate runoff are sound and represent the different climatic regions of the area.

The NMDOT utilizes the Department Drainage Manual Volume II, Hydraulics, Sedimentation and Erosion, November 1998, for hydraulic design of culverts and erosion control design on all highway construction projects. The NMDOT NPDES manual is used on all highway construction projects covered by the EPA NPDES General Permit. See Appendix F. The Department also utilizes the NMDOT Standard Specifications for Highway and Bridge Construction for methods to control the post-construction runoff and erosion.

District Three of the NMDOT recently formalized written procedures for NPDES for highway construction and maintenance projects. This procedure addresses all phases of construction as well as post-construction. See Appendix G.

Measurable Goals

1. The NMDOT will continuously review the current Department NPDES Manual and modify to reflect current technology and regulatory needs.
2. By December 2005, the Department will have the NMDOT NPDES manual on the NMDOT Website.
3. District Three of the NMDOT will continuously review the current District Three NPDES procedures to reflect current technology and regulatory needs.

2.5.2. PROCEDURES FOR INSPECTING AND ENFORCING CONTROL MEASURES

District Three of the NMDOT currently has practices in place for the inspection of highway construction sites (during and after construction) to insure compliance of the EPA NPDES General Permit by the contractor. As described in Section 2.5.1 plans for control of erosion and sediment, and site discharge are reviewed and approved through the normal plan review process. The approved plans become part of the construction plan set for future onsite inspection during construction. The contractor is required to develop their own SWPPP based on the initial SWPPP developed and provided by the NMDOT. The NMDOT ensures that all construction projects that exceed one acre in size utilize regulations as stipulated in the EPA NPDES General Permit. All NMDOT construction contracts that fall under the EPA NPDES General Permit include a pay item for the preparation and implementation of a SWPPP.

NMDOT District personnel assigned to perform inspections for compliance of the EPA NPDES General Permit are certified as an EPA Storm Water Competent Person. Inspections are performed by the following methods:

- a. NMDOT District Three inspectors perform onsite visits to ensure the SWPPP is in the appropriate location.
- b. Inspectors verify that the contents of the SWPPP are complete and current.

- c. Inspectors ensure that the contractor is properly maintaining the construction site according to the SWPPP.
- d. Upon completion of construction projects NMDOT District personnel perform inspections and maintenance and complete reports on all NPDES structures in compliance with the EPA NPDES General Permit.

Measurable Goals

- 1. By June 2005; NMDOT District Office will have at least two inspectors per project certified as EPA Storm Water Competent Persons.
- 2. By June 2005; ensure that all NMDOT District construction and maintenance personnel are trained in the District Three NPDES Procedures.

SECTION 3. MONITORING AND REPORTING

This section of the SWMP was originally entitled "Assessment of Controls" but has been renamed to reflect the actual *Monitoring and Reporting* requirements of the MS4 Storm Water Permit.

The Monitoring and Reporting requirements of the Albuquerque MS4 Storm Water Permit, as outlined in Part V of the permit, are quite explicit in the type and nature of monitoring required by the permit. The Albuquerque MS4 co-permittees have historically taken a pro-active approach to the monitoring of storm water quantity and quality and have been operating a comprehensive monitoring program long before the issuance of the recent MS4 permit.

Measurable Goals

- 1. The NMDOT will continue to work with the other co-permittees on a regular basis throughout the year to ensure all due dates are met and all points of the MS4 are complied with.

SECTION 4. FECAL COLIFORM TOTAL MAXIMUM DAILY LOAD

The COA is addressing this item for all co-permittees. See the COA/AMFCA SWPPP Section 4.

SECTION 5. STORM WATER MANAGEMENT PROGRAM RESOURCES

The District Three office of the NMDOT provides \$400,000 annually for contracted sweeping and \$600,000 for debris removal. The Department also provides funding for all maintenance activities performed by department forces. The annual cost of utilizing NMDOT forces for maintenance activities associated with the MS4 are as follows:

• Street sweeping	\$212,000
• Vegetation control	\$358,500
• Debris control	\$195,000
• NPDES inspections and maintenance	\$ 5,077

- Drainage structure cleaning and repair \$ 59,955
- Ditch Cleaning \$ 2,468
- Erosion Repair \$106,772

The NMDOT assigns an employee to oversee, monitor, and manage all facets of the MS4 General Permit. The Department has provided \$10,000 for storm water pollution education and public outreach.

Measurable Goals

1. The NMDOT will continue to plan to maintain the funding levels and other resources as noted above.
2. By June 2005; NMDOT will review the current debris removal contract and will evaluate opportunities for increased funding and services.
3. By June 2005; NMDOT, in cooperation with the COA, will evaluate opportunities for increasing public outreach and education, including funding.

SECTION 6. RELATIONSHIP BETWEEN CO-PERMITTEES

The co-permittees of the Albuquerque MS4 Storm Water Permit have entered into numerous agreements and partnerships for the implementation of partnered efforts to enhance storm water. These agreements and partnerships include:

- Cooperative Agreement for Participation in Storm Water Monitoring and Testing
- Memorandum of Understanding to Fund Public Outreach and Education Regarding Storm Water Pollution
- Cooperative Training Sessions for Contractors in the Implementation of Storm Water Pollution Prevention Plans
- Cooperative Agreement for the Preparation of Storm Water Pollution Prevention Manual for Construction and Industrial Activities
- Coordination of Progress and Reporting on MS4 Activities

Measurable Goals

1. Quarterly throughout the life of the permit; The co-permittees will meet to discuss progress on the designated action items of each co-permittee.
2. By December 1 of each year; co-permittees will meet to develop annual EPA progress report.

APPENDIX A



NEW MEXICO STATE HIGHWAY & TRANSPORTATION DEPARTMENT

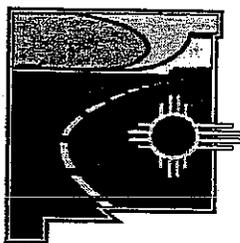
MAINTENANCE OPERATIONS HANDBOOK

QUARTERLY REPORT

FY 2002/2003

3rd QUARTER

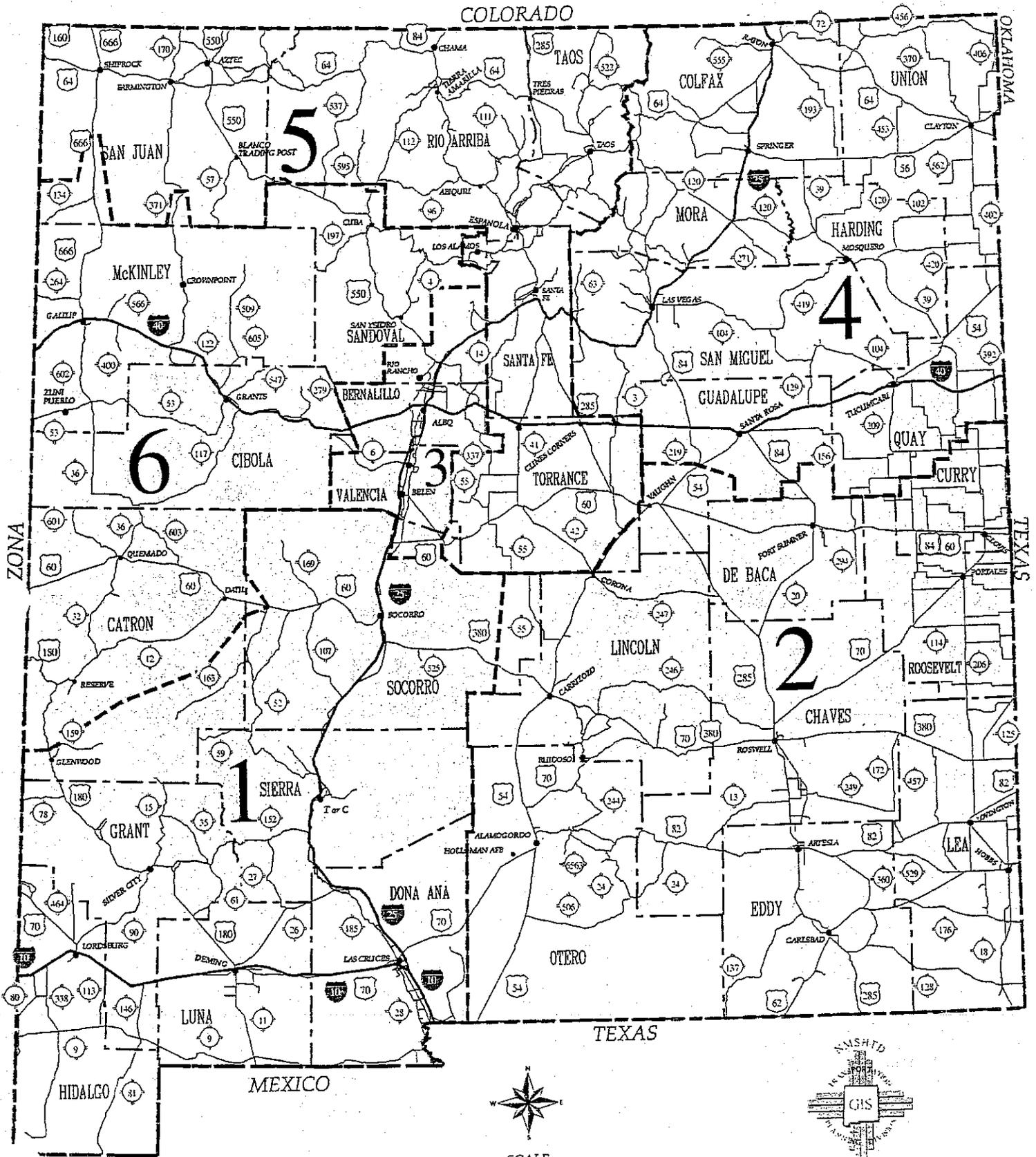
(January 1, 2003 – March 31, 2003)



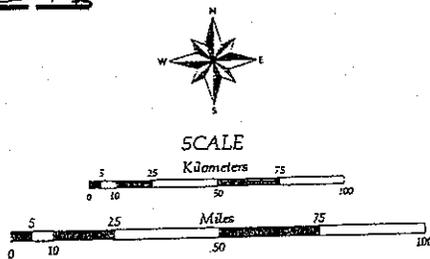
PREPARED BY:
STATE MAINTENANCE BUREAU
MAINTENANCE MANAGEMENT UNIT

	Requires Comment Requires Asset/Asset Group	CREW SIZE	AVG. DAILY PRODUCTION	UNIT OF MEASURE	ROUTE MATERIAL M.M.
100-EMERGENCY MAINTENANCE ACTIVITIES					
100	Emergency Repairs/Cleanup	2	10	Labor Hrs	X
105	Snow and Ice Removal	1	200	Pass Miles	X X
110	Emergency Hand Patching	3	2	Cubic Yds/Material	X X
200-SUBBASE/EARTHWORK					
200	Grading Unpaved Roads	1	6	Blade Miles	X
205	Reshaping Unpaved Shoulders	2	5	Shoulder Mi.	X
210	Ditch Cleaning	3	5	Shoulder Mi.	X
215	Shoulder Improvement/Construction	10	203	Cubic Yds/Material	X X
220	Roadway Grade Imporvement	13	223	Cubic Yds/Material	X
225	Erosion Repair	6	50	Cubic Yds	X X
230	NPDES Maintenance	2	19	Each	X
300-UNTREATED BASE					
300	Base Failure Repair	7	24	Cubic Yds/Material	X X
305	Roadway Stabilization	9	1	Lane Miles	X
400-TREATED SURFACING					
400	Pothole Patching	4	4	Cubic Yds/Mix	X X
405	Blade Patching	6	55	Cubic Yds/Mix	X X
410	Sand Sealing	6	5	Lane Miles	X X
415	Crack Sealing	6	1,372	Lbs.Rubberized Asphalt	X X
420	Spot Sealing	5	19	Cubic Yds./Material	X X
425	Liquid Treatment of Bituminous Pavement	5	9	Lane Miles	X X
430	Chip Sealing	22	6	Lane Miles	X X
435	Bituminous Pavement	22	345	Cubic Yds/Mix	X X
440	Portland Cement Concrete Patching	5	86	Cubic Ft/Patching Material	X X
500-MINOR/MAJOR CULVERT MAINTENANCE					
500	Minor Pipe Culvert Extension & Installation	6	40	Linear Feet	X X
505	Major Pipe Culvert Extension & Installation	6	12	Linear Feet	X X
510	Drainage Structure Cleaning	2	60	Cubic Yds	X
515	Inlet/Outlet Structure Cleaning	2	9	Each	X
545	Concrete Placement/Maintenance	5	10	Cubic Yds	X X
550	Bridge Deck/Concrete Box Culvert Repair & Replacement	5	9	Square Yds	X X
555	Substructure Repair or Placement	5	5	Cubic Yds	X X
560	Structure Rail/Barrier & Joint Repair	5	70	Linear Feet	X
565	Structure Cleaning	3	5	Bridges	X
600-ROADSIDE GROOMING AND CLEAN-UP					
600	Mobile-Roadway Sweeping	2	13	Pass Miles	X
605	Right-Of-Way Mowing	1	17	Pass Miles (Mowed)	X
610	Spot Mowing and Grooming	2	17	Labor Hours	X
615	Litter Pickup	2	14	Shoulder Miles	X X
620	Rest Area Maintenance	1	17	Labor Hours	X
625	Chemical Spraying of Vegetation	2	14	Shoulder Miles	X X
630	Graffiti Removal	2	200	Square Feet	X X
700-TRAFFIC CONTROL MAINTENANCE					
700	Delineator Maintenance	2	34	Delineators	X X
705	Maintenance of Minor Signs	2	16	Signs Maintained	X X
710	Maintenance of Major Signs	4	3	Signs Maintained	X X
715	Install Pavement Markings	3	411	Square Feet	X X
720	Striping	2	15,000	Linear Feet	X X
735	Replace Magnetic Loop Detectors	3	1-3	Loops (per day)	X X
740	Controller Cabinet Quality Testing & Evaluation	1	1	Cabinet	X
745	Coordinated Signal Systems Operations Review	1	1/4	Coordinated System (per day)	X
746	Repair Traffic Signals	2	2	Features	X
747	Repair Controller Equipment/Parts	1	2-5	Units	X
748	Routine Signal Maintenance/Inspection	1	2-4	Traffic Signals	X
750	Guardrail Service & Maintenance	2	21	Labor Hous	X
755	Guardrail Installation/Replacement	6	70	Linear Feet	X X
760	Cattle Guard Maintenance	3	23	Labor Hours	X
765	Cattle Guard Installation/Removal	5	37	Labor Hours	X X
770	Fence Maintenance	2	588	Linear Feet	X X
800-MATERIAL PREPARATION					
800	Pugmill Preparing Premix	2	239	Cubic Yds	
805	Screening	4	161	Cubic Yds	
810	Material Preparation	1	200	Cubic Yds	
815	Hauling Aggregate Material	5	141	Cubic Yds	
900-ADMINISTRATIVE SERVICE					
900	Road Patrol	1	8	Labor Hours	
905	Contract Support	2	21	Labor Hours	X
910	Equipment Service & Repair	2	16	Labor Hours	
915	Data Collection/Reporting	1	8	Labor Hours	
920	Buildings & Grounds Maintenance	AR	18	Labor Hours	
925	Supervision	1	8	Labor Hours	
930	Trainings & Meetings	1	8	Labor Hours	
935	Courtesy Patrol	2	16	Labor Hours	X
940	Transporting of Supplies & Equipment	1	8	Labor Hours	

Highway Maintenance Districts



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aps/basomaps_s/astate_mdsmap



Prepared By
NEW MEXICO STATE
HIGHWAY & TRANSPORTATION DEPARTMENT
TRANSPORTATION PLANNING DIVISION (GIS)
2000

APPENDIX B



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 01/09)

Awarded Vendor
0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, New Mexico 87002

Telephone No. (505) 861-1700

**Price Agreement
Amendment**

Price Agreement Number: 80-000-00-00083

Price Agreement Amendment No.: One

Term: June 10, 2008 – June 9, 2009

Ship To:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-Divisions and Local Public
Bodies allowed by Law.

Invoice:

As requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Commodity: Disposal of Waste Oil-Used Oil Filters & Used Anti-Freeze

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 10, 2009, to June 9, 2010, at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Brenda S. Chacon
New Mexico State Purchasing Agent

Date: 06/03/09

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

RM



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

AWARDED VENDOR
(0000053415)
ADVANCED ENVIRONMENTAL SOLUTIONS, INC.
2318 ROLDAN DRIVE
BELEN, NM 87002

Telephone No. (505) 861-1700

**PRICE AGREEMENT
AWARD**

PRICE AGREEMENT NUMBER: 80-000-00-00083

PAYMENT TERMS: NET 30 DAYS

F.O.B.: DESTINATION

DELIVERY: AS REQUESTED

SHIP TO:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public Bodies
allowed by law.

INVOICE:

AS REQUESTED

**CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON**

Procurement Specialist: BRENDA CHACON

Telephone No.: (505) 827-0488

COMMODITY: DISPOSAL OF WASTE OIL-USED OIL FILTERS & USED ANTI-FREEZE

TERM: JUNE 10, 2008 THRU JUNE 9, 2009

THIS CONTRACT IS MADE SUBJECT TO THE "TERMS AND CONDITIONS" SHOWN ON THE REVERSE SIDE OF THIS PAGE, AND AS INDICATED IN THIS CONTRACT.

THIS CONTRACT CONTAINS _____ SHEETS.

ACCEPTED FOR THE STATE OF NEW MEXICO

Michael R. J. For
NEW MEXICO STATE PURCHASING AGENT

DATE: 06/10/08

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE, PO BOX 6850, SANTA FE, NM 87502-6850 (505) 827-0472

CM
CM

State of New Mexico General Services Department Purchasing Division**TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variations has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust Violations which are borne by the State as to goods, services, and materials Purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vender gives for such to any customer for such supplies or services, and that the rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of Merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and invoicing:**
 - A. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied be a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and tales pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable tales when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

IMPLEMENTATION GUIDANCE

EXECUTIVE ORDER 2007-049, Revision 1
December 24, 2007

I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

"New Mexico Employees Health Coverage"

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

State of New Mexico
General Services Department
Purchasing Division

**STATEWIDE
PRICE AGREEMENT**

ARTICLE I – STATEMENT OF WORK

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub—divisions and Local Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

The item and/or services to be ordered shall be as listed under **ARTICLE IX - Price Schedule**. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

ARTICLE II – TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX-Price Schedule**. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II-TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V – TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30) days** in advance of the date of termination. Notice of termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is approved for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize Form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached **ARE FIRM.**

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 80-000-00-00083

ITEM	* APPROX *	UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
	* QTY *			

DISPOSAL OF WASTE OIL, USED OIL FILTERS, AND USED ANTI-FREEZE PRICE AGREEMENT.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (S) OF THREE (3) ADDITIONAL YEARS, ON A YEAR-TO-YEAR BASIS, BY MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED (4) YEARS.

STATEMENT OF WORK:

UNDER THE TERMS AND CONDITIONS OF THIS NON-EXCLUSIVE PRICE AGREEMENT ALL STATE OF NEW MEXICO AGENCIES, COMMISSIONS, INSTITUTIONS, POLITICAL SUB-DIVISIONS, AND LOCAL PUBLIC BODIES ALLOWED BY LAW MAY ISSUE "PICK-UP ORDERS" FOR MATERIAL DESCRIBED HEREIN, THE TERMS AND CONDITIONS OF THIS PRICE AGREEMENT SHALL FORM A PART OF EACH PICK-UP ORDER ISSUED HEREUNDER.

ADDITIONAL SURCHARGES ARE NOT ALLOWED.

MATERIAL TO BE PICKED UP SHALL BE AS LISTED FOR EACH LOCATION. ALL ORDERS ISSUED HEREUNDER WILL BEAR BOTH AN ORDER NUMBER AND THIS PRICE AGREEMENT NUMBER. IT IS UNDERSTOOD THAT NO GUARANTEE OR WARRANTY IS MADE OR IMPLIED BY EITHER THE STATE OF NEW MEXICO PURCHASING AGENT OR ALL STATE OF NEW MEXICO AGENCIES, COMMISSIONS, INSTITUTIONS, POLITICAL SUB-DIVISIONS, AND LOCAL PUBLIC BODIES ALLOWED BY LAW, THAT ANY ORDER FOR ANY DEFINITE QUANTITY WILL BE ISSUED UNDER THIS PRICE AGREEMENT. THE CONTRACTOR UPON ACCEPTING THE ORDER SHALL PICK UP THE MATERIAL OF SUCH ORDER.

PICK UP INSTRUCTIONS:

SUCCESSFUL VENDOR MUST PICK UP ALL OIL AT THE LOCATIONS AS REQUESTED BY THE USING AGENCY, AND BE RESPONSIBLE FOR ALL LOADING AND HANDLING OF OIL. PICK UP WILL BE MADE WITHIN TWENTY (20) CALENDAR DAYS, AFTER NOTIFICATION TO CONTRACTOR. PROVIDED MINIMUM QUANTITY IS AVAILABLE, UNLESS OTHERWISE AGREED UPON BY BOTH PARTIES.

BIDDER TO INDICATE MINIMUM QUANTITY, PER PICK UP WITHIN EACH DISTRICT.

NOTE:

VENDOR WILL BE REQUIRED TO HAVE HIS OWN EQUIPMENT FOR LOADING OR PUMPING.

AWARDED CONTRACTOR MUST COMPLY WITH ALL EPA RULES AND REGULATIONS PERTAINING TO THE HANDLING, TRANSPORTATION, AND DISPOSAL OF HAZARDOUS WASTE MATERIALS. IN ADDITION, CONTRACTOR MUST COMPLY WITH PERTINENT SECTIONS OF THE NEW MEXICO HAZARDOUS WASTE ACT, N.M.S.A. 1978 MANAGEMENT WASTE HAZARDOUS REGULATIONS PROMULGATED PURSUANT TO THE ACT.

QUANTITIES INDICATED ON ITEM 0001-0012 ARE APPROX. QTY. FROM NMDOT LOCATIONS. OTHER GOVERNMENT UNITS MAY HAVE MORE OR LESS QUANTITIES.

VENDOR TO INDICATE PICK-UP ROUTE WITHIN EACH HIGHWAY DISTRICT TO BE SERVICED BY THIS PRICE AGREEMENT.

- DIST 1 _____
- DIST 2 _____
- DIST 3 _____
- DIST 4 _____
- DIST 5 _____
- DIST 6 _____

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 CONTRACT #: 80-000-00-00083

ITEM	* APPROX * * QTY *	UNIT *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
0001	100.0	GAL	DISTRICT 1- US 70-80 EAST OF DEMING, NM AND ALL OTHER POINTS WITHIN DISTRICT #1 IN VENDORS REGULAR PICK-UP ROUTE.		<u>(1) \$260.00</u>
0002	-	GAL	MINIMUM QUANTITY PER PICK UP WITHIN DISTRICT #1 FOR EACH LOCATION.		<u>(1) 800 GAL</u>
0003	100.0	GAL	DISTRICT 2- 4401 W 2 ND STREET, ROSWELL, NM & ALL OTHER POINTS WITHIN DISTRICT #2 IN VENDOR'S REGULAR PICK-UP ROUTE.		<u>(1) \$260.00</u>
0004	-	GAL	MINIMUM QUANTITY PER PICK UP WITHIN DISTRICT #2 FOR EACH LOCATION.		<u>(1) 800 GAL</u>
0005	80.0	GAL	DISTRICT 3- 7500 I-25 E FRONTAGE RD. NE ALBUQUERQUE, NM AND ALL OTHER POINTS WITHIN DISTRICT #3		<u>(1) \$160.00</u>
0006	-	GAL	MINIMUM QUANTITY PER PICK UP WITHIN DISTRICT #3 FOR EACH LOCATION. IN VENDOR'S REGULAR PICK UP ROUTE.		<u>(1) 200 GAL</u>
0007	50.0	GAL	DISTRICT 4- SOUTH HWY 85, LAS VEGAS, NM & ALL OTHER POINTS WITHIN DISTRICT #4 IN VENDOR'S REGULAR PICK-UP ROUTE		<u>(1) \$160.00</u>
0008	-	GAL	MINIMUM QUANTITY PER PICK UP WITHIN DISTRICT #4 FOR EACH LOCATION		<u>(1) 800 GAL</u>
0009	100.0	GAL	DISTRICT 5- 7315 CERRILLOS RD, SANTA FE, NM & ALL OTHER POINTS WITHIN DISTRICT #5 IN VENDOR'S REGULAR PICK-UP ROUTE.		<u>(1) \$260.00</u>
0010	-	GAL	MINIMUM QUANTITY PER PICK-UP WITHIN DISTRICT #5 FOR EACH LOCATION		<u>(1) 800 GAL</u>
0011	100.0	GAL	DISTRICT 6- 1919 PINON DRIVE, MILAN, NM & ALL OTHER POINTS WITHIN DISTRICT #6 IN VENDOR'S REGULAR PICK-UP ROUTE.		<u>(1) \$260.00</u>
0012	-	GAL	MINIMUM QUANTITY PER PICK UP WITHIN DISTRICT #6 FOR EACH LOCATION.		<u>(1) 800 GAL</u>
0013	-	EACH	USED OIL FILTERS AT SAME LOCATIONS AS ITEMS 0001 THROUGH 0012. AGENCY (IES) SHALL MAKE ARRANGEMENTS WITH THE AWARDED VENDOR ON BEST METHOD TO COLLECT, STORE AND DISPOSE OF USED OIL FILTERS. QUANTITY IS UNKNOWN.		<u>(1) \$185.00 PER 55 GALLON DRUM</u>
0014	-	GAL	USED ANTI-FREEZE- AT SAME LOCATIONS AS ITEMS 0001 THROUGH 0012. QUANTITY AVAILABLE IS UNKNOWN.		<u>(1) \$185.00 PER 50 GALLONS</u>

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 80-000-00-00083

ITEM *	APPROX *	UNIT *	ARTICLE AND DESCRIPTION	UNIT PRICE
* QTY *				
0015	-	GAL	MINIMUM QUANTITY FOR PICK-UP FOR EACH LOCATION.	<u>(1) 300 GAL</u>
0016	-	GAL	PICK UP OILY WATER AT SAME LOCATIONS AS ITEMS 0001 THROUGH 0012. QUANTITY UNKNOWN.	<u>(1) \$185.00 PER 50 GALLONS</u>

*** 16 TOTAL ITEMS ***

APPENDIX C

APPENDIX D

APPENDIX E

Danny Hernandez - Chair
Janet Sifers - Vice Chair
Tim Eichenberg - Secretary - Treasurer
Ronald D. Brown - Assistant Secretary -
Treasurer
Daniel Lyon - Director

John P. Kelly, P.E.
Executive Engineer



**Albuquerque
Metropolitan
Arroyo
Flood
Control
Authority**

2600 Prospect N.E., Albuquerque, NM 87107
Phone: (505) 884-2215 Fax: (505) 884-0214

September 16, 2008

Kathy Trujillo
New Mexico Department of Transportation
District 3
P.O. Box 91750
Albuquerque, NM 87199-1750

Re: Intergovernmental Agreement Regarding the Operation, Function, and Funding of the
Storm Water Team

Dear Ms. Trujillo:

Enclosed are a fully-executed original of the above-named agreement, and an invoice for the New Mexico Department of Transportation's \$10,000 contribution to the Storm Water Team for FY 2009, pursuant to Attachment A of the agreement.

Please send the check, payable to AMAFCA, to:

AMAFCA
Storm Water Team
2600 Prospect Avenue NE
Albuquerque, NM 87107

If you have any questions, please contact me at 884-2215.

Sincerely,
AMAFCA

Pamela S. Woodruff
Executive Secretary

Encls.

Kelly 25 Sep 08



**STORM WATER TEAM
INVOICE
FY 2009**

September 16, 2008

TO: New Mexico Department of Transportation
District 3
Attn: Kathy Trujillo
P.O. Box 91750
Albuquerque, NM 87199-1750

New Mexico Department of Transportation
contribution to Storm Water Team for FY 2009: \$10,000.00

Please make check to AMAFCA and remit to:

AMAFCA
Storm Water Team
2600 Prospect Avenue NE
Albuquerque, NM 87107

Thank you!

KLP 25 Sep 08

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

THIS AGREEMENT is made and entered into this 27th day of August, 2008, by and among the County of Bernalillo ("COUNTY"), the City of Albuquerque ("COA"), the Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"), the New Mexico Department of Transportation ("NMDOT"), the Southern Sandoval County Arroyo Flood Control Authority ("SSCAFCA"), and the Ciudad Soil and Water Conservation District ("CIUDAD"), all political subdivisions of the State of New Mexico, and the University of New Mexico ("UNM"), a state educational institution, individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, the National Pollution Discharge Elimination System (NPDES) storm water discharge permits for small and large municipal separate storm sewer systems ("MS-4") include a minimum control measure regarding public outreach and education; and

WHEREAS, this minimum control measure requires each permittee to develop and distribute educational materials to the community or conduct equivalent public outreach activities about the impacts of storm water discharges on receiving water bodies and the actions that the public can take to reduce pollutants in storm water runoff; and

WHEREAS, COA, AMAFCA, NMDOT, and UNM, co-permittees of a MS-4 Phase I permit, and the COUNTY, a permittee of a Phase II permit, entered into a Cooperative Agreement dated October 20, 2005 in order to accomplish said public outreach and education, and the group informally became known as the Storm Water Team; and

WHEREAS, the Storm Water Team hired a Storm Water Quality Education Coordinator ("Coordinator") to help develop a public education campaign and produce public service announcements including print materials for distribution, and that contract expires November 2008; and

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

WHEREAS, SSCAFCA desires to combine efforts to educate the public on storm water quality as required in their Phase II storm water discharge permit, and to become one of the participating agencies of the Storm Water Team; and

WHEREAS, CIUDAD desires to combine efforts to educate the public on storm water quality as part of their Watershed Restoration Action Strategy, and to become one of the participating agencies of the Storm Water Team; and

WHEREAS, SSCAFCA and CIUDAD both desire to provide funding as part of their membership to the Storm Water Team; and

WHEREAS, each Party has an interest in reducing pollution and/or meeting storm water permit requirements within their respective boundaries, which are shown in Exhibit 1; and

WHEREAS, with new members being added, it is appropriate to enter into this Agreement in order to formalize the Storm Water Team mission and function, and establish future funding streams.

**THEREFORE IN CONSIDERATION OF THE PROMISES AND COVENANTS
CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Storm Water Team ("Team") will include all members that have signed a Cooperative Funding Agreement, comply with its terms and continue to fund the team. Additional non-voting members will include other agencies, organizations, or individuals that will provide technical assistance needed to allow the Team to accomplish its mission.
2. The Team will serve as the focal point on public education and outreach regarding storm water quality in the Albuquerque Reach of the Rio Grande watershed, which is

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

the area that drains to the Rio Grande between Algodones and Isleta Pueblo. The Team mission statement is hereby agreed to by the Parties:

The Storm Water Team is a multi-agency committee dedicated to providing public education and awareness regarding storm water pollution and how to reduce debris and other pollutants in the Albuquerque Reach of the Rio Grande and its tributary arroyos.

3. The Team will have an Executive Committee made up of one voting member from each Party in good standing, which is defined as having paid their expected contribution, as described in Section 4. Each Party in good standing will designate a staff member to be on the Executive Committee. Other staff liaisons will be assigned to the Team as necessary to support the Team mission. Other/outside agencies may participate on the Team by attending meetings and giving input; however, only the Executive Committee may vote on Team decisions. The purpose of the Executive Committee will be to administer and direct the Team and Coordinator in accordance with the provisions herein. Decisions of the Executive Committee will be decided by majority vote of the Executive Committee.
4. Each Party agrees to provide payment for Fiscal Year 2009 in the amount shown in the Contribution Schedule, which may include the value of Executive Committee approved in-kind services, in Attachment A. For subsequent Fiscal Years, the Contribution Schedule may be adjusted by the Executive Committee, including the value of in-kind contributions.
5. AMAFCA will be the fiscal agent for the purposes of this Agreement. All funds will be held in a separate bank account for the purposes of this Agreement. AMAFCA shall make available to any interested Party, all records, receipts, and other

Intergovernmental Agreement Regarding the Operation, Function,

and Funding of the Storm Water Team

documentation with respect to all matters concerning this Agreement, and shall have this account included in its annual audit.

6. Each Party agrees that a Storm Water Quality Education Coordinator will be hired through the Request for Proposal (RFP) process in advance of the expiration of the current Coordinator's contract. The Coordinator shall be a contractor and not an employee of AMAFCA. Responsibilities included in the Storm Water Quality Education Coordination contract will be to develop and manage a comprehensive educational and awareness campaign, arrange all purchases for deliverables and advertising on behalf of the Team, and make presentations to the public as directed. Each Party will have one representative on the Selection Advisory Committee for the request for proposals process. The Selection Advisory Committee will rank proposals and recommend the top three respondents to the AMAFCA Board of Directors. Upon AMAFCA Board of Directors' approval, AMAFCA will negotiate an agreement with the selected consultant. The Executive Committee will provide input on scope and fees; however, final negotiations and approval will be at AMAFCA's sole discretion.
7. The Parties agree that the Storm Water Quality Education Coordination contract is an ongoing program. The effectiveness of the Storm Water Quality Education Coordination contract, with regard to the Team mission statement, will be evaluated prior to annual renewal(s) or request for proposals.
8. AMAFCA will invoice each Party for their respective participation, minus the value of any Executive Committee approved in-kind contributions, in July, at the start of the Fiscal Year. Each Party will pay such invoices to AMAFCA within forty-five

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

(45) days of the date of the invoice. Invoices will be sent to Team members listed in Attachment B.

9. It is intended that the Team's operation and function described in this Agreement are ongoing, subject to continued support and authorized funding by each of the Parties. Each Party has the option to not participate in this Agreement in the future by sending written notice to all the other participating Parties at or before the expiration of the Fiscal Year. In such event, the terminating Party shall not be entitled to return of any contribution(s) made under this Agreement; and this Agreement shall remain in full force and effect by and among the remaining Parties.
10. The Team may accept one-time contributions from outside funding sources, to be used to support the Team mission. The Executive Committee will consider the requested uses of such one-time contributions and will ensure the uses are consistent with the Team's ongoing public outreach and education program. Such contributions shall not constitute voting privileges on the Executive Committee.
11. The Parties agree that effort will be expended within the respective boundaries of each participating agency, proportional to funding contributions.
12. If any situation arises which adversely affects any Party's participation in this Agreement, said Party will immediately, and in writing, notify the other Parties. Any circumstance that materially affects this Agreement will be promptly and equitably resolved by all Parties and if necessary, an amendment to this Agreement shall be executed.
13. The obligations of each Party under this Agreement shall be performed in compliance with all applicable laws, statutes and ordinances. Nothing herein is intended to

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

constitute any agreement for the Parties to perform any activity in violation of the Constitution or Laws of the State of New Mexico or the Ordinances of any entity that is a Party to this Agreement.

14. If any clause or provision in this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
15. It is specifically agreed among the Parties that this Agreement does not, and is not intended to, create in the public, or any member thereof, any rights whatsoever, such as but not limited to, the rights of a third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for wrongful death or any other claim whatsoever.
16. As among the Parties, each shall be solely responsible for any and all liability from personal injury, including death, or damage to property, arising from any negligent or intentional act or failure to act of the respective Party, its officials, agents, contractors or employees pursuant to this Agreement. Liabilities of each Party shall be subject to the immunities and limitations of the Tort Claims Act, §§41-4-1, et seq., NMSA, 1978, and any amendments thereto. By entering into this Agreement, the COUNTY and its "public employees" as defined in the New Mexico Tort Claims Act, the COA and its "public employees" as defined in the New Mexico Tort Claims Act, AMAFCA and its "public employees" as defined in the New Mexico Tort Claims Act, NMDOT and its "public employees" as defined in the New Mexico Tort Claims Act, UNM and its "public employees" as defined in the New Mexico Tort Claims

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Act, SSCAFCA and its "public employees" as defined in the New Mexico Tort Claims Act, and CIUDAD and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

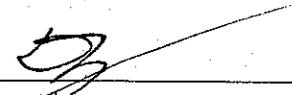
17. The effective date of this Agreement shall be the latest date of approval by all of the interested Parties.
18. Upon approval by all Parties, the covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year set forth above.

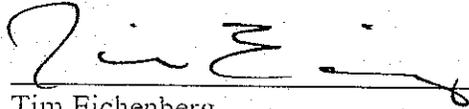
**Albuquerque Metropolitan Arroyo
Flood Control Authority**

Date: March 20, 2008



Danny Hernandez
Chair of the Board of Directors

Attest:



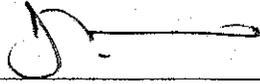
Tim Eichenberg,
Secretary/Treasurer

Date: March 20, 2008

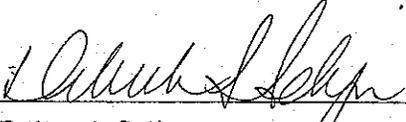
Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

County of Bernalillo

Date: 5/21/08


Thaddeus Lucero, County Manager

Approved As To Form Only:


Deborah Seligman,
Assistant County Attorney

Date: 5/19/2008

Recommended By:


~~Tom Zdunek~~ Deputy County Manager
Public Works Division

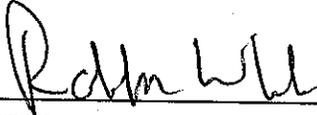
Date: 5/21/08

BC ECN 2008-0264

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

City of Albuquerque

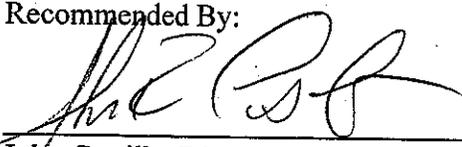
Approved As To Form Only:



City Attorney GPS

Date: 5-12-08

Recommended By:



John Castillo, Director

Date: 5/13/08

Approved By:



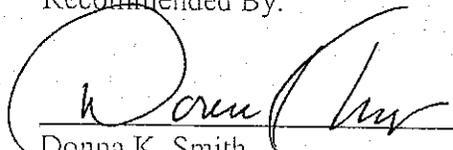
Dr. Bruce Perlman, Chief Administrative Officer

Date: 5/16/08

Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

University of New Mexico

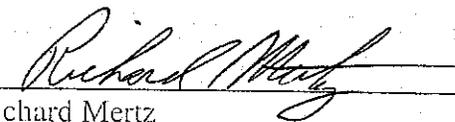
Recommended By:



Donna K. Smith
Director, Safety & Risk Services

Date: 4-23-8

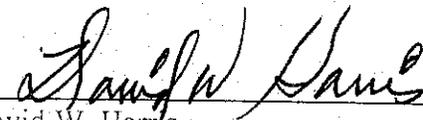
Approved As To Form Only:



Richard Mertz
Associate University Counsel

Date: 4/29/08

Approved By:



David W. Hartz
Executive Vice President for Administration

Date: 5/1/08

Intergovernmental Agreement Regarding the Operation, Function,

and Funding of the Storm Water Team

New Mexico Department of Transportation

Approved As To Form Only:

G Chappelle

Office of the General Counsel

Date:

5/22/08

Approved By:

Larry Velasquez

Larry Velasquez, NMDOT District Three Engineer

Date:

8/28/08

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Ciudad Soil and Water Conservation District

Date:

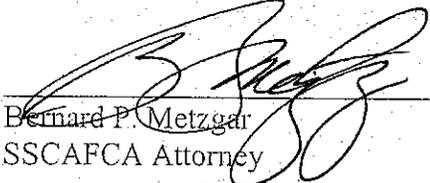
April 7, 2008

Lauro Silva

Lauro Silva, Chair

Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team

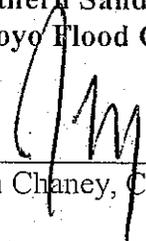
Approved as to Form:



Bernard P. Metzgar
SSCAFCA Attorney

Date: 4/18/08

Southern Sandoval County
Arroyo Flood Control Authority

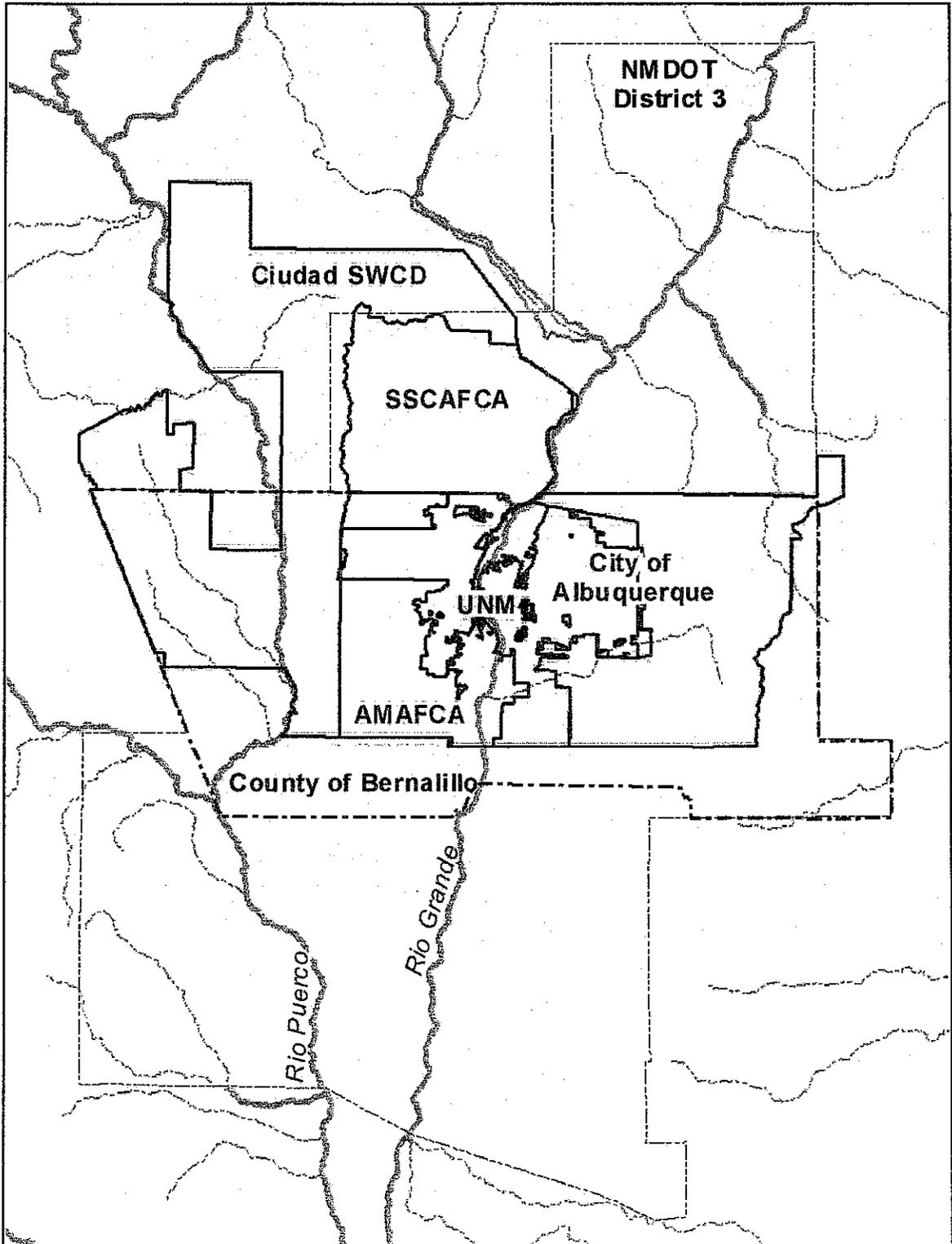


John Chaney, Chairman

Date: 5/2/09

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

**Exhibit 1
Boundaries of Participating Agencies**



Intergovernmental Agreement Regarding the Operation, Function,

and Funding of the Storm Water Team

Storm Water Team Intergovernmental Agreement – Attachment A

STORM WATER TEAM CONTRIBUTIONS

FY 05

		Date received by AMAFCA
AMAFCA	\$10,000	12/01/2004
City of Albuquerque	10,000	04/28/2005
County of Bernalillo	10,000	12/02/2004
UNM	7,000*	07/19/2005
NMDOT	10,000	05/26/2005
Total	\$47,000	

FY 06

AMAFCA	\$10,000	12/23/2005
City of Albuquerque	10,000	01/23/2006
County of Bernalillo	10,000	06/29/2006
UNM	7,000	02/02/2006
NMDOT	10,000	06/29/2006
Total	\$47,000	

FY 07

AMAFCA	\$10,000	03/21/2007
City of Albuquerque	10,000	06/13/2007
County of Bernalillo	10,000	02/11/2008
UNM	7,000	05/22/2007
NMDOT	10,000	04/02/2008
Total	\$47,000	

FY 08

AMAFCA	\$10,000	10/03/2007
City of Albuquerque	10,000	09/25/2007
County of Bernalillo	10,000	03/18/2008
UNM	7,000	12/10/2007
NMDOT	10,000	04/02/2008
Total	\$47,000	

FY 09 Expected Contributions

AMAFCA	\$10,000
City of Albuquerque	10,000
County of Bernalillo	10,000
UNM	7,000
NMDOT	10,000
SSCAFCA	10,000
Ciudad	10,000
Total	\$67,000

**Intergovernmental Agreement Regarding the Operation, Function,
and Funding of the Storm Water Team**

Storm Water Team Intergovernmental Agreement – Attachment B

STORM WATER TEAM CONTACT ADDRESSES

Christy Burton
AMAFCA
2600 Prospect Ave NE
Albuquerque, NM 87107

cc Irene Jeffries (same address)
on invoices

Storm Drainage Section
Dept. of Municipal Development
Attn: Kathy Verhage
P.O. Box 1293, Rm. 301
Albuquerque, NM 87103

cc Roland Penttila (same address)
on invoices

Vern Hershberger
Safety & Risk Services
1 University of New Mexico
MSC07 4100
Albuquerque, NM 87131

Send original invoices to:
Accounts Payable
1 University of New Mexico
MSC01 1290
Albuquerque, NM 87131

Carol Moritz, Administrative Manager
Ciudad Soil & Water Conservation District
6200 Jefferson NE, Room 125
Albuquerque, NM 87109

Kathy Trujillo
New Mexico Department of Transportation
District 3
PO Box 91750
Albuquerque, NM 87199-1750

Patricia Dominguez
Bernalillo County
Public Works Division
2400 Broadway Blvd SE
Bldg N
Albuquerque, NM 87102

cc Mary Murnane (same address)
on invoices

David Stoliker
SSCAFCA
1041 Commerical N.E.
Rio Rancho, New Mexico 87124

APPENDIX F

NPDES Manual

APPENDIX G

**NMDOT
District Three**

***NPDES Procedures*
For
Construction Projects**

Revised 9-10-04

GENERAL OFFICE:

- On completion of Planning Specification and Estimate (PS&E) and corrections to construction plans, the Project Development Engineers (PDE) will compile a Storm Water Pollution Prevention Plan (SWPPP) package and place in plans.
- No (SWPPP) package and Notice of Intent (NOI) is required for projects with less than **one acre** of earth disturbance. If the project site has less than one acre of earth disturbance, but cross/drain into live streams, **Temporary Erosion & Sediment Control Measure (TESCM) is still required.**
- When one acre of earth or more is to be disturbed a SWPPP and NOI is required.

DISTRICT ENGINEER:

- The NOI will be prepared by the ADE or designee (usually the Project Manager) and submitted to the Construction Verification Section who will review the document and enter it into the EPA's online form. Once entry is complete, the NOI will automatically be submitted to the District Engineer's office for electronic approval. The NOI must be posted on the EPA website for seven days prior to construction activities. The Construction Verification Section will monitor the status of the online form and notify the Project Manager and ADE of its status once it has been accepted.

CONSTRUCTION/CONTRACTOR:

- The Contractor (i.e. the operator) is required to submit an NOI to the EPA such that the NOI is posted on the EPA website as "Active" prior to any construction activities on the construction site. If Contractor elects to submit NOI electronically, the NOI will be active in 7 days. If the Contractor elects to mail the NOI, the NOI will be active 2 days after EPA receives the NOI. Proof of this must be supplied to the Project Manager prior to the commencement of any work.
- The Contractor is responsible for submitting a SWPPP and NOI for borrow and project yard sites. NMDOT **will not** become owner.
- If the contractor accepts the TESCM as shown in the contract plans, the agreement shall be in writing, and a letter presented to the Project Manager stating that the proposed TESCM from the plans will be utilized. The contractor can modify the TESCM to fit a revised construction sequence. If that is the case, the

Contractor must then submit the modified SWPPP package to the Project Manager for approval. Even if the Contractor elects to utilize the proposed TЕСM from the plans, they must still submit the SWPPP to the Project Manager for approval.

- The Project Manager, once he/she approves the SWPPP, will attach a signed letter to the SWPPP stating that he/she approved the document.
- The Contractor will post a notice at the entrance of the project stating:
 1. Permit Number
 2. Name and phone number of local contact(s)
 3. Brief description of the project
 4. Location of SWPPP if not on site
- The Contractor will secure an area for a rainfall gauge/meter at the construction site and will install all the necessary equipment.
- The Contractor will document rainfall measurement daily.
- The Department will assign an SWPPP Competent person to accompany the Contractor on inspections of the job site in accordance with the timeline dictated by the EPA. Inspection reports shall be filled out and signed by the Department representative for each inspection. These reports shall be filed in the SWPPP.
- The Department shall assure that their inspectors are officially 'Competent Personnel' with regards to NPDES and will assure that all NPDES measures are kept up and in compliance prior to turning them over to Maintenance.
- The Contractor will modify the SWPPP to match field conditions or construction phasing throughout the duration of the project. These modifications may be based on direction from the Department.
- The Department shall advise the appropriate AMS, ADE, and respective patrol foreman of the scheduled final inspection. If there are scheduling conflicts for the final inspection, the Construction crew may come up with a separate time to meet with the Maintenance staff to discuss the features and the transfer of the SWPPP.
- The Project Manager or his/her designee must sign off on a Construction/Maintenance in-house NPDES transfer form when all exemptions on final inspection are corrected. This form will serve as an official record of the transfer of liability from the Contractor to the Department Maintenance Section.
- Upon NMDOT's acceptance of the final inspection, the Contractor must submit an NOT to EPA with a copy to the Project Manager.

NOTE: Please do not confuse the Contractor's NOT with the NMDOT's NOT. At least two NOIs and two NOTs are required for every construction project. The Contractor's NOI and NOT is submitted as the operator of the facility. NMDOT's NOI and NOT is submitted as the owner of the facility in reference to the Storm Water Discharge Intent/Termination.

- Project Manager or designee will provide the following at the time of the Final Inspection:
 1. Copy of NMDOT and Contractor's NOI
 2. Copy of EPA Permit number form
 3. Copy of Construction/Maintenance NPDES transfer form
 4. Copy of Contractor's NOT

5. Appropriate P&P sheets, SWPPP, TESCO from as-built plans, and listing of Construction/Maintenance easements (CMEs) throughout project

MAINTENANCE:

- Patrol Foreman, AMS, and ADE should attend final inspection of project with Construction personnel; at this time, any and all deficiencies should be noted. If acceptable, the Patrol Foreman and the Project Manager will sign the in-house Construction/Maintenance NPDES form (This form is to be inserted into the SWMPPP). The Project Manager will email the current NPDES Inspection Report with station/location to the Maintenance Management Analyst and Patrol Foreman. The Patrol Foreman and Project Manager will schedule a field review to locate all NPDES structures that are to be inspected.
- When the Construction/Maintenance NPDES form has been signed, Construction will provide to the Maintenance Management Analyst the SWPPP to include the following:
 1. Copy of NMDOT and Contractor's Notice of Intent (NOI)
 2. Copy of the EPA Tracking number form
 3. Copy of Construction maintenance record(s)
 4. Copy of the Construction/Maintenance NPDES form
 5. Copy of the Contractor's Notice of Termination (NOT)
 6. Appropriate PPP sheets or listing of construction/maintenance easements (CMEs) throughout project
 7. Management Analyst submits Authorization Letters to EPA upon DE signature
- Maintenance personnel will be responsible for:
 1. Routine inspection of the NPDES feature(s) *every 30 days during arid periods and every 14 days during normal periods, and after each rainfall of 0.5 inches or greater.* The patrol foreman or his designee will document rainfall measurement from the nearest rainfall gauge. If rainfall amount is 0.5 inches or greater, an inspection of each NPDES must be performed within 24 hours.
 2. Assign personnel to perform corrective work, if necessary. Corrective work must be completed within 7 days of inspection.
 3. Prepare and maintain required NMDOT PPP INSPECTION AND MAINTENANCE REPORTS. Send original signed report to the Maintenance Management Analyst.
 4. The Patrol Forman, Authorized Inspector, Project Manager, and Management Analyst will perform a field inspection when 70% of original vegetation has been obtained.
 5. The Management Analyst will prepare an eNOT when the 70% is obtained for the DE's electronic approval and submit the eNOT to EPA.
 6. Remove NPDES features(s) and notify Maintenance Management Analyst.

7. The SWPPP will reside in the Management Analyst Office for three years following the date of the NOT. After the three years the SWPPP will be disposed of.

NOTE:

If any modifications are made prior to submitting the NOT to any structure or if new structures are added, such as gabion rock, rock plating, check dams, etc., the SWPPP must be modified, noting all changes.

When maintenance projects are started, the maintenance crew assigned will install (secure) an area for a rainfall gauge meter at the maintenance site and will have the same NPDES responsibilities as a construction project.

**NMDOT
District Three**

***NPDES Procedures*
For
Maintenance Projects**

Revised 5-16-05

DISTRICT TECHNICAL SUPPORT: (Maintenance/Book Projects Only)

- District Technical support will prepare maintenance/book projects
- On completion of maintenance plans for corrective work proposed by the Assistant District Engineer (ADE), the District Technical Support Engineer (TSE), in conjunction with the ADE, will compile the SWPPP package and send an original to the Area Maintenance Superintendent (AMS) and crew supervisor assigned the project.
- The ADE will prepare NOI and submit to the Management Analyst (MA). The MA will review for continuity and submit to the DE office for online entry and electronic signature to EPA.
- A Notice to Proceed (NTP) will be issued by the ADE to the AMS and the crew supervisor assigned to the project.
- The ADE, AMS, Authorized Inspector, and MA will perform a field inspection when 70% of original vegetation has been obtained
- The Management Analyst will prepare an eNOT when the 70% is obtained for the DE's electronic signature and submit eNOT to EPA.

MAINTENANCE CREW SUPERVISORS: (Patrol or District Crew Projects)

- On any maintenance activity that will disturb more than 1 acre (8.5 ft wide by 1 mile) the crew supervisor will notify the AMS

AREA MAINTENANCE SUPERINTENDENT:

- The AMS will notify the ADE of maintenance activity that will disturb more than 1 acre

ASSISTANT DISTRICT ENGINEER:

- Will determine how a SWPPP will be compiled and send an original to the AMS and crew supervisor.
- The ADE will prepare NOI and submit to the Management Analyst (MA). The MA will review for continuity and submit to the DE office for online entry and electronic signature to EPA

- A Notice to Proceed (NTP) will be issued by the ADE to the AMS and the crew supervisor assigned to the project.
- The ADE, AMS, and MA will perform a field inspection when 70% of original vegetation has been obtained
- The Management Analyst will prepare an eNOT when the 70% is obtained for the DE's electronic signature and submit the eNOT to EPA.

MAINTENANCE:

- Maintenance personnel will be responsible for:
 1. Routine inspection of the NPDES feature(s) *every 30 days during arid periods and every 14 days during normal periods, and after each rainfall of 0.5 inches or greater.* The patrol foreman or his designee will document rainfall measurement from the nearest rainfall gauge. If rainfall amount is 0.5 inches or greater, an inspection of each NPDES must be performed within 24 hours
 2. Assign personnel to perform corrective work, if necessary. Corrective work must be completed within 7 days of inspection
 3. Prepare and maintain required NMDOT PPP INSPECTION AND MAINTENANCE REPORTS. Send copy to the Maintenance Management Analyst
 4. The Asst. District Engineer – Maintenance, Patrol Forman, Authorized Inspector, Project Manager, and Management Analyst will perform a field inspection when 70% of original vegetation has been obtained
 5. The Management Analyst will prepare an eNOT when the 70% is obtained for the DE's signature and submit eNOT to EPA.
 6. Remove NPDES features(s) and notify Maintenance Management Analyst.
 7. The SWPPP will reside in the Management Analyst Office for three years following the date of the NOT. After the three years the SWPPP will be disposed of.

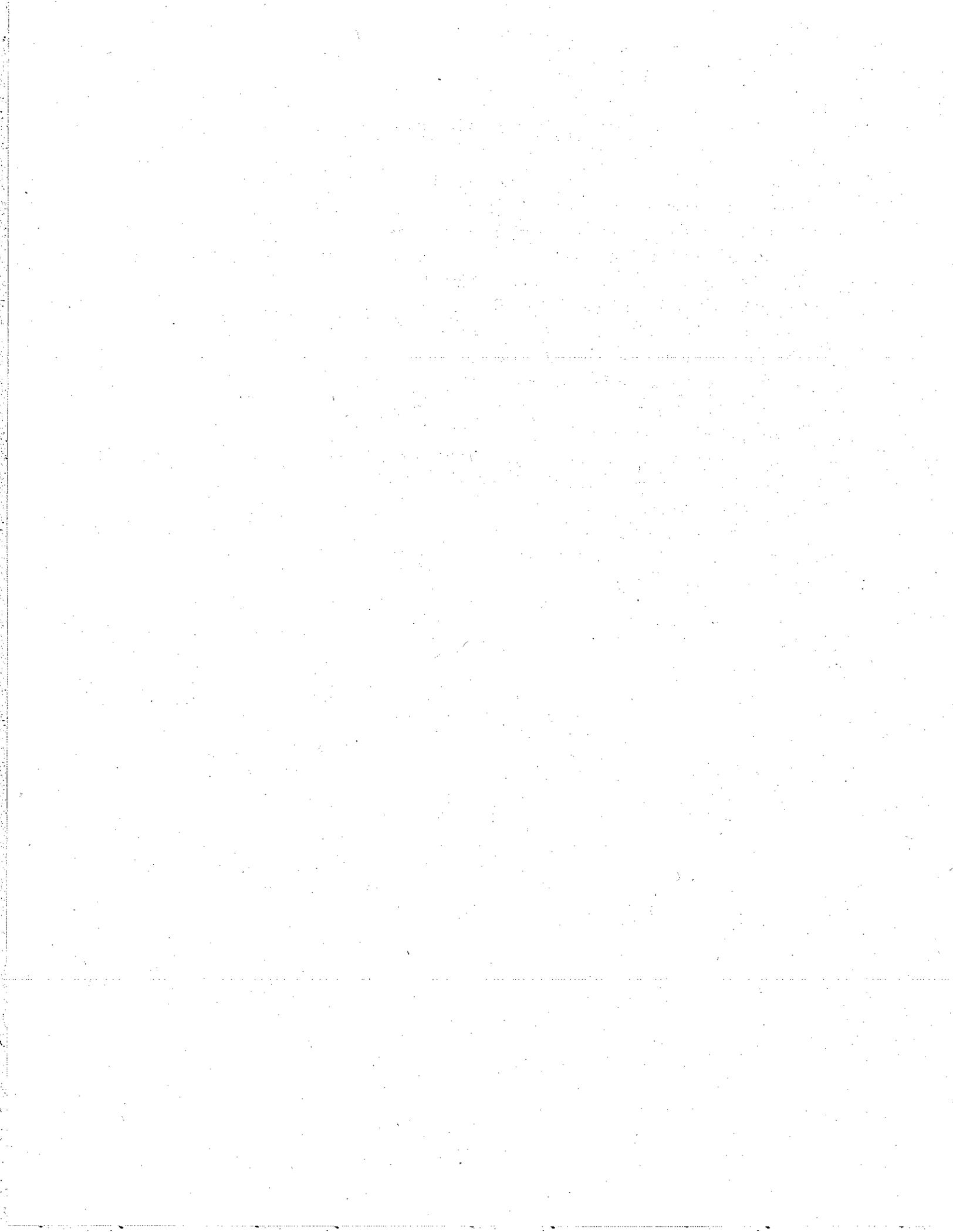
NOTE:

If any modifications are made prior to submitting the NOT to any structure or if new structures are added, such as gabion rock, rock plating, check dams, etc., the SWPPP must be modified, noting all changes.

When maintenance projects are started, the maintenance crew assigned will install (secure) an area for a rainfall gauge meter at the maintenance site and will have the same NPDES responsibilities as a construction project.

PROJECT MANAGER CHECKLIST

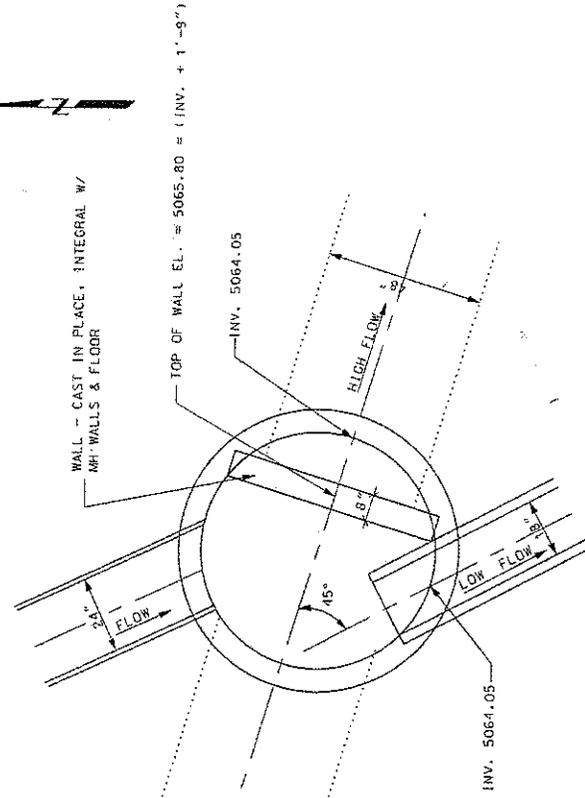
- Copy of NOI and/or NPDES permit number in the SWPPP package and onsite
- Contact information for the SWPPP posted onsite
- Temporary Erosion & Sediment Control (TESCM) sheets
- Original SWPPP Certification signed by District Engineer or his/her appointee
- Signed copy of Qualified Inspector Form for NMDOT
- Signed copy of Qualified Inspector Form for Contractor
- Copy of Clean Water Act Permit (Nationwide or individual 401/404)
- Copy of most recent EPA Construction General Permit
- Description of potential pollution sources
- Description of intended sequence of major soil disturbance during major activities
- Description of type of construction
- Information regarding endangered species or TMDLs, if applicable
- Copy of Hazardous Material Handling Procedures and Protocol
- Copy of Dust and Tracking Control Procedures
- Completed Inspection Reports
- SWPPP Information Sheet
- Spill Prevention and Response Plan



SWPPP INSPECTOR CHECKLIST

- Do the inspection reports reflect all the changes made to BMPs?
- Are the BMPs functioning properly?
- Do the BMPs need maintenance (are they filled with sediment more than half their capacity?)
- Are the BMPs properly installed and in the correct location?
- Have the BMPs been inspected after a rainfall of 0.5" or more or every 14 days?
- Are the contractor inspectors checking the BMPs qualified, and have they signed the Qualified Inspector Form included in the SWPPP documents package?
- Do the inspection reports include the dates of inspection and corrective measures?
- Are the inspection reports signed by a qualified inspector?
- Have exposed areas that are not being actively worked on for more than 14 days been stabilized?
- Are inspection reports being submitted to the PM within 24 hours of inspection?
- Is there a rain gauge onsite?
- Is a signed copy of the NOI with contact information posted onsite?
- Are the BMPs that need repair being repaired within 3 days following the inspection during which damage is noted?
- Are repairs initiated within 24 hours of damage occurring to BMPs that could result in a discharge of sediment into a live stream?
- Is the contractor maintaining the BMPs properly, and if not, are liquidated damages being used against them?

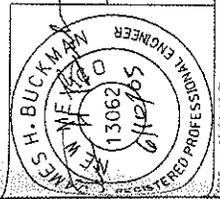
PROJECT NO.	311441155
SHEET NO.	10/23
AC-GRIP-PAV	



INV. 5064.05
MH 23D PLAN

NOT TO SCALE

APPROVED FOR CONSTRUCTION		DESIGNED BY: JB	FILE NAME
MINDT DESIGN COORDINATOR		DRAFTED BY: RLJ	C:\D\30271.dwg
DATE:		CHECKED BY: HB	DRAWING NUMBER
			11-03-9
			STRUCTURE NO
			WALL NO
 			
NEW MEXICO DEPARTMENT OF TRANSPORTATION I-40 / COORS INTERCHANGE RECONSTRUCTION WATER QUALITY DIVERSION MANHOLE 23D			



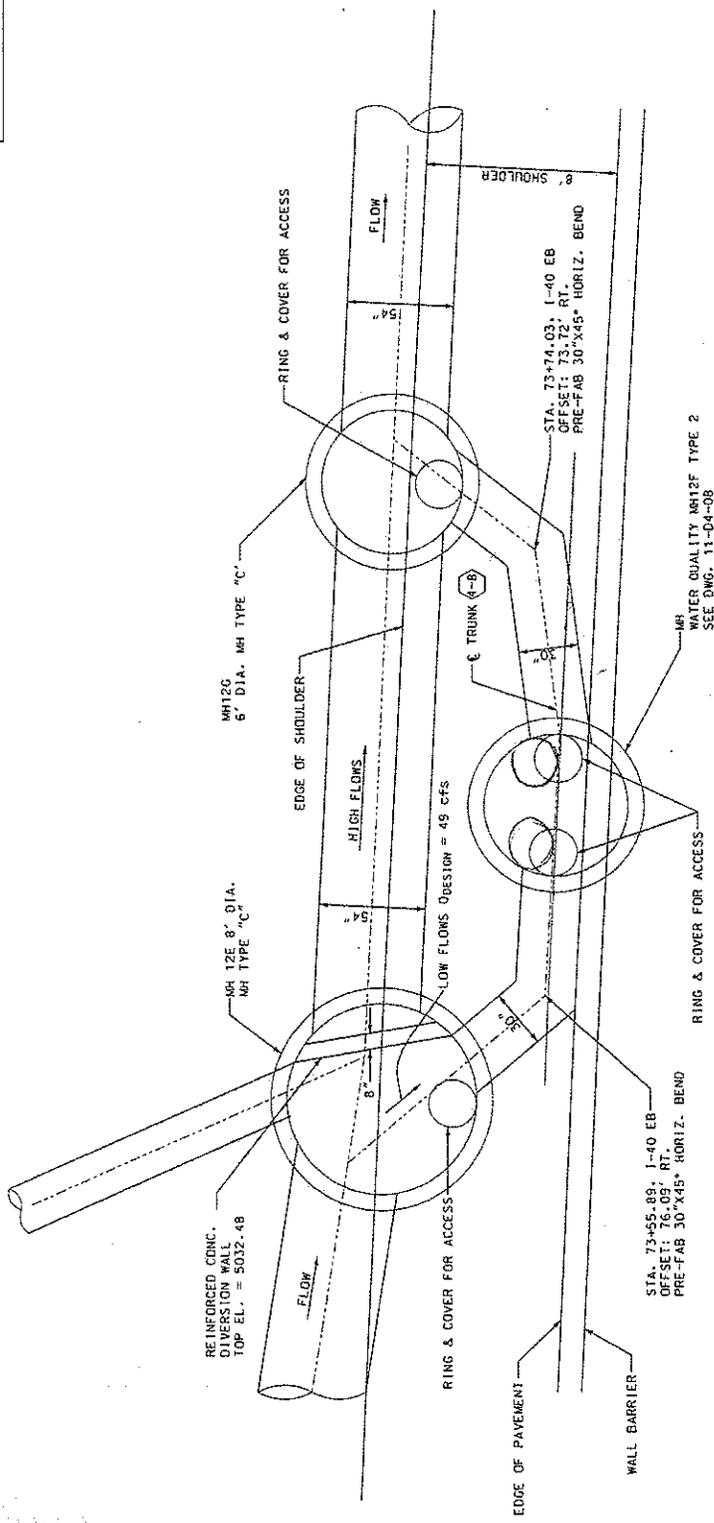
2003 - 11-01-10 PM



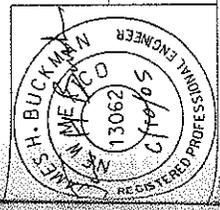




NEW MEXICO PROJECT NO. AC-ORIP-LRPP-1N-1D-NH-040-311441155 & ST-040-312401155	SHEET NO.
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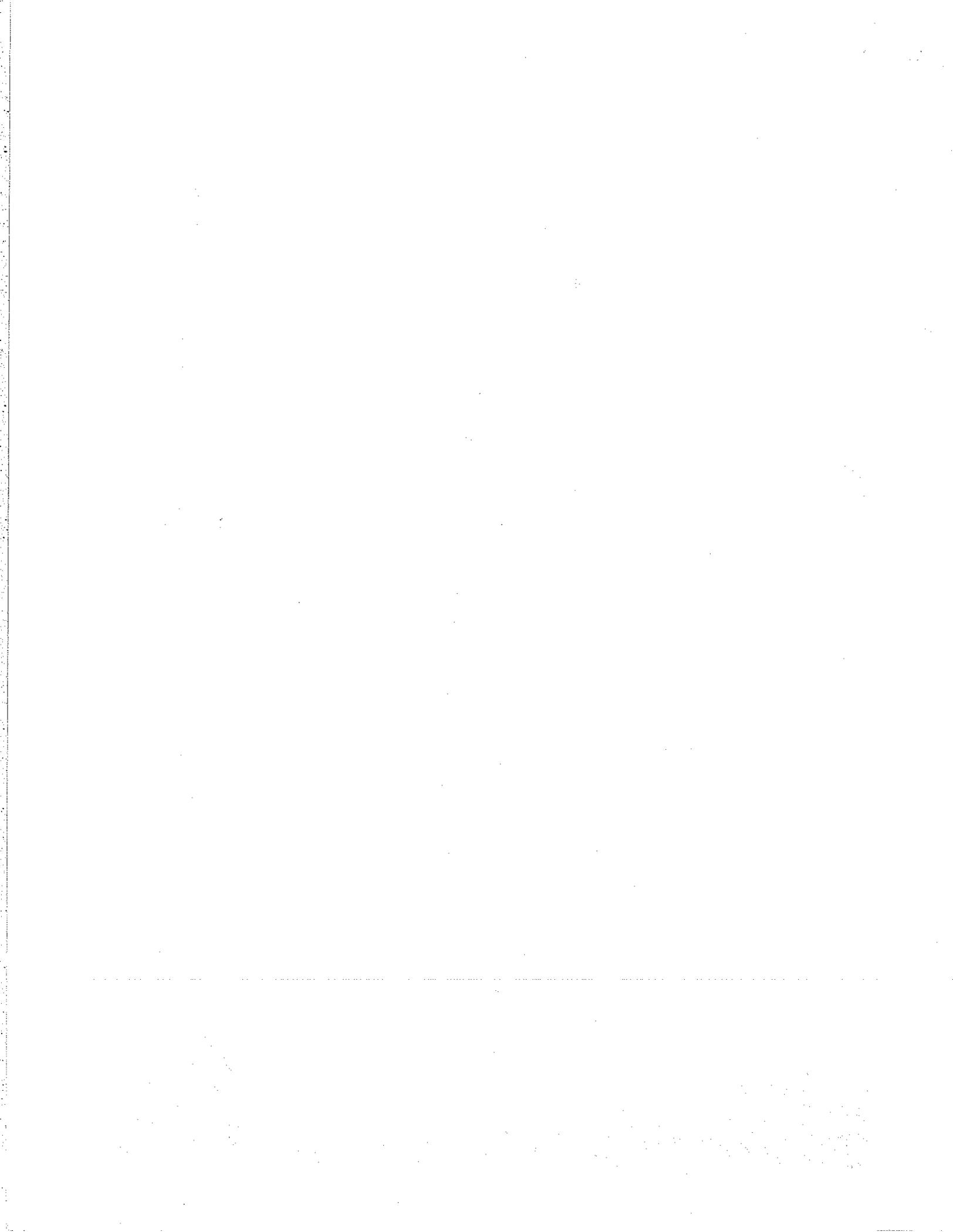


WATER QUALITY MANHOLE PLAN
1" = 50'

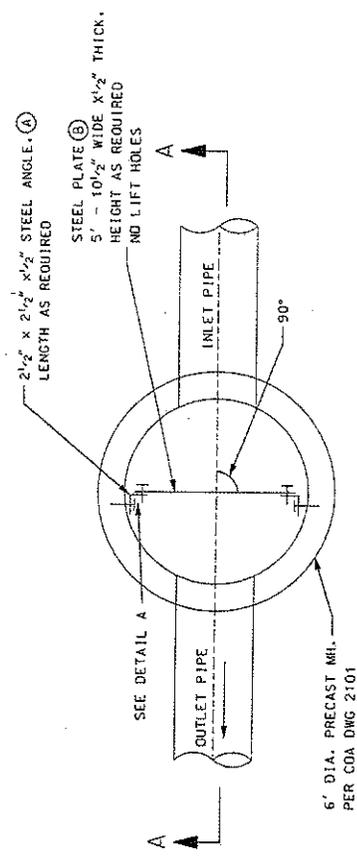


APPROVED FOR CONSTRUCTION	DESIGNED BY: JHB	DATE: 6/02/05	NEW MEXICO DEPARTMENT OF TRANSPORTATION I-407 COORS INTERCHANGE RECONSTRUCTION WATER QUALITY MANHOLE PLAN	FILE NAME C:\D\330376.dwg
DRAWN BY: RLJ	ISSUED FOR CONSTRUCTION DRAINAGE PACKAGE # 6	DATE: 5/13/05	STRUCTURE NO.	GRADING NUMBER
CHECKED BY:	BOX PRE - FINAL DRAINAGE	DATE: 4/24/05	WALL NO.	11-04-7
	BOX NO REVIEW			
	DESCRIPTION	REVISIONS (OR CHANGE NOTICES)		

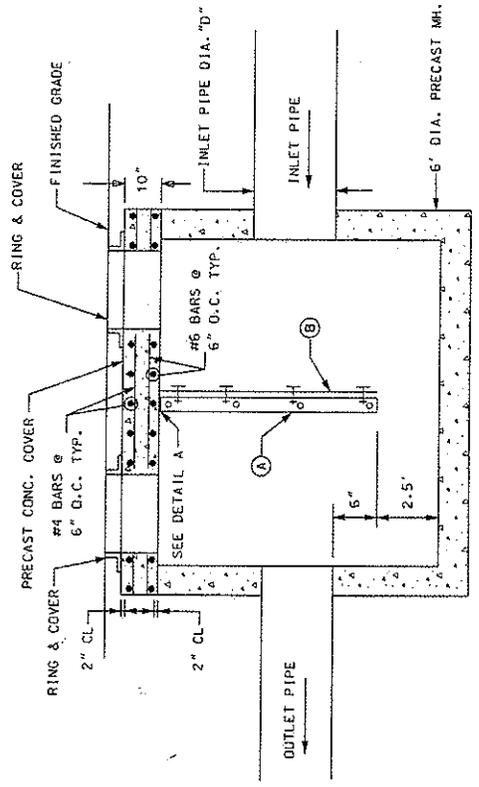
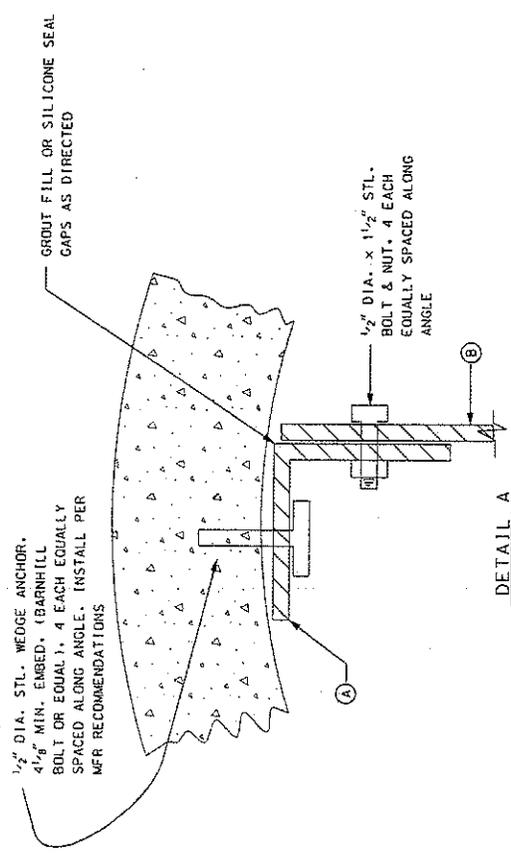




NEW MEXICO PROJECT NO. AC-GRIP-1-PPP-1M-ID-1M1-000-311441155 S. 31-000-31242135	SHEET NO. X/X
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PLAN
N.T.S.



NOT TO SCALE

NO.	DATE	DESCRIPTION (OR CHANGE NOTICES)
1	6/22/05	ISSUED FOR CONSTRUCTION DRAINAGE PACKAGE NO. 908 PRE - FINAL DRAINAGE
2	5/13/05	
3	4/28/05	602 NO REVIEW

DESIGNED BY: JHB	CHECKED BY:
DRAFTED BY: RLJ	

APPROVED FOR CONSTRUCTION	DATE:
IMMOT DESIGN COORDINATOR	

STRUCTURE NO.	WALL NO.
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PARBONS

NEW MEXICO DEPARTMENT OF TRANSPORTATION
I-40 / COORS INTERCHANGE RECONSTRUCTION
WATER QUALITY MANHOLE TYPE 2

FILE NAME
G1013301380.DWG

DRAWING NUMBER
11-94-8

