

CONTRACT CONTROL FORM

Contact: Amy R Gonzales
 Phone: 768-2607

Req. Num.:
 Acct. Num. :
 Act. Num.:

CCN: 202000146

PRELIMINARY

Type of Agreement: Miscellaneous Services

For Grants Only:
 Indirect Costs for General Fund
 Services

Description: Notice of Violation/Stipulated Final Order
 Dept/Div: EHD/

% _____
 \$ _____

Vendor: Coreslab Structures (Albuquerque) Inc.
 Contract Amount: \$20,000.00 Receivable
 Contract Total:

Contract Term: 07/26/2019 to: 07/26/2019
 FY Aggregate: \$0.00

Date Submitted: 07/30/2019

**PROCUREMENT:
 WAIVERS REQUIRED:**

RFP: No
 Ins:

Waiver Letter Attached: _____ Approved: _____
 Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____
 Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE
 Insurance Required: NONE

Attached: _____
 Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by (Electronic Signature)	Approval Date (Electronic)	Approved by (Written Initials)	Approval Date (Written)
Purchasing:						
Asst. City Attorney:					<i>cmf</i>	8/1/19
CIP:						
City Attorney:					<i>SA</i>	8-9-19
CAO:						
Department:					<i>SB</i>	8/14/19
Budget:						
Others:						

Council: EC/Bill:

Date:

DISTRIBUTION:

Date: _____ By: _____

Vendor: _____
 User Dept: _____
 Purchasing: _____
 City Clerk: _____
 Other: _____

2019 AUG 15 P 2:05
 LEGAL DEPT
 CITY OF ALBUQUERQUE

City of Albuquerque
Environmental Health Department Air Quality Program
Settlement Agreement and Stipulated Final Order
SFO No. 19-026

The Parties agree:

1. This Settlement Agreement and Stipulated Final Order ("Agreement") is between the City Environmental Health Department ("EHD") and Coreslab Structures (Albuquerque) Inc. ("Coreslab") each signing below. EHD and Coreslab are collectively referred to as the "Parties." EHD is authorized to be the administrative and enforcement agency for the Albuquerque-Bernalillo County Air Quality Control Board ("Board"). This Settlement Agreement resolves violations alleged in four Notices of Violations ("NOVs") described below.
2. On all relevant dates, Coreslab was responsible for compliance at the Facility described below. On November 15, 2005, EHD issued Permit No. 359-M2-RV1 ("Permit") to Coreslab. The Permit authorizes Coreslab to operate a 240 cubic yard per hour concrete batch plant at 2800-2nd St. SW ("Facility") in the South Valley of Albuquerque in the unincorporated area of Bernalillo County.
3. Coreslab was required by both the Board's regulations, 20.11.41.2(A)(3) NMAC, and the Permit, Condition I.1(h), to apply for and obtain a modification permit prior to modifying its stationary source. A modification may occur either by increasing the potential to emit a regulated air contaminant or by changing the character of the emissions from the permitted site, among other things. Condition I.1(h). Without applying for or receiving a modification of the Permit, Coreslab modified its stationary source by (1) constructing or installing and (2) operating two 6-cubic foot media blasting machines which increased the potential to emit a regulated air contaminant (particulate); and (3) constructing or installing and (4) operating a 300-gallon above ground gasoline storage tank which resulted in the emission of a regulated air contaminant (gasoline vapor and hazardous air pollutants) not previously emitted from the permitted stationary sources at the facility ("Four Violations"). EHD discovered the Four Violations on April 30, 2018.
4. On March 7, 2019, EHD issued four Notices of Violations ("NOVs") to Coreslab seeking a total penalty of \$25,360 for the Four Violations. On April 16, 2019, the Parties entered into a Tolling Agreement which tolled any applicable statute of limitation for issuance of a compliance order to July 31, 2019. Coreslab's failure to comply with the Board's regulations and its Permit occurred within the jurisdiction of the Board and EHD. Coreslab responded to the NOVs and investigated the facts and the law. Coreslab denies any violations were knowing or willful and is committed to operating its facility in compliance with the Board's regulations. Coreslab accepts full responsibility for the Four Violations identified in the NOVs.
5. Coreslab consents to the EHD Director issuing the Stipulated Final Order below ("Order") and waives its right to a hearing or appeal, provided that the Order is consistent with this Agreement.
6. From the effective date of this Agreement forward, Coreslab shall comply with the regulations and/or permit sections that Coreslab violated and that are described in the NOVs. Coreslab has applied for a modification to its permit to cover the media blasting machines and gasoline storage tank. Coreslab may have the equipment that are the subjects of the NOVs onsite while this application is pending, but will not use them unless and until they are approved by permit.
7. No later than July 26, 2019, Coreslab shall deliver four signed original Agreements to: (deliveries in person) Environmental Health Department, 1 Civic Plaza NW, Room 3023, Albuquerque, NM or, (deliveries by mail) to Environmental Health Department/Air Quality Program, P.O. Box 1293, Albuquerque, NM 87103.
8. In the interests of finality and avoiding litigation, Coreslab agrees to pay and EHD agrees to accept \$20,000 total ("Penalty") for the violations identified in the NOVs. Coreslab agrees to pay the Penalty of \$20,000 by check made out to the Environmental Health Department when it submits its four signed original Agreements at the same address as above.
9. If Coreslab violates this Agreement, EHD may take further enforcement actions, including imposing additional penalties, revoking Coreslab's permit or seeking injunctive relief in court. This Agreement shall not be interpreted to prohibit or limit EHD from requiring Coreslab to comply with any applicable state or federal requirement.

10. This Agreement replaces all previous agreements or understandings between EHD and Coreslab, whether oral or written, regarding the matters addressed in the NOV's and this Agreement. The Parties mutually release each other from all claims that each Party raised or could have raised regarding the facts alleged in the NOV's, other than as provided in this Agreement. If any part of this Agreement becomes unenforceable, it will not make any other part of this Agreement unenforceable.

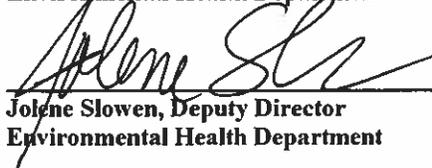
11. This Agreement shall be governed by, construed and enforced in accordance with the laws of New Mexico. The Second Judicial District Court shall have exclusive jurisdiction over the Parties and the subject matter of this Agreement. This Agreement is binding on the Parties and their officers, directors, managing members, employees, agents, subsidiaries, successors, assigns, trustees, or receivers.

12. The Parties have entered into this Agreement in good faith, without duress or undue influence. The Parties have thoroughly read its terms and conditions, have sought and received whatever competent advice or counsel each Party reasonably believed was necessary for a full and complete understanding of all of their rights and obligations, and understand all of its terms and conditions and their effect. The person executing this Agreement on behalf of Coreslab warrants he or she has the authority to execute this Agreement on behalf of Coreslab.

Coreslab Structures (Albuquerque) Inc.

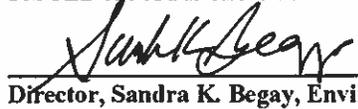
GREG R. KRAUSE  G.M. 7-26-2019
Printed Name Signature Title Date

Environmental Health Department

 8/14/19
Jolene Slowen, Deputy Director Date
Environmental Health Department

STIPULATED FINAL COMPLIANCE ORDER

As authorized by Section 74-2-12, NMSA 1978, and pursuant to City Ordinance 9-5-1-98 or County Ordinance 30-42, and agreed to by EHD and Coreslab, the above agreement is incorporated herein and is **APPROVED AND ISSUED AS A FINAL COMPLIANCE ORDER.**

 8/14/19
Director, Sandra K. Begay, Environmental Health Department Date

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