



Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

June 28, 2016 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss Mayor
Al Hernandez Mayor Pro-Tem, District 5
Jason Baldwin District 1
Nadia Sikes District 2
Susan Payne District 3
Jenny Turnbull District 4
Erica Martin District 6

Maggie Paluch Acting City Manager
Stephen Thies City Attorney
Nancy Jacobs City Clerk

MISSION STATEMENT as Adopted by the City Commission on March 24, 1995.

The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.

We are committed to the long-term financial stability and responsible growth of the City and all decisions will be driven by our commitment to provide the best services possible in a financially sound and responsible manner given the economic realities facing the City.

In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the bulletin board located in the east/west lobby of the City Hall and in the glass case located outside the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: <http://ci.alamogordo.nm.us> within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: <http://ci.alamogordo.nm.us>

The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4205.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of awards of appreciation to the Family Recreation Center lifeguard crew for their valiant teamwork in a time of crisis. (Maggie Paluch, Acting City Manager)

2. Presentation to recognize Finance Director LeeAnn Nichols on the event of her retirement from the City of Alamogordo. (*Richard Boss, Mayor*)

PUBLIC COMMENT

Residents must sign up with the City Clerk to address the City Commission. Comments are limited to 3 Minutes, and there will be a maximum of 21 Minutes allowed for Public Comment.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY THE CITY COMMISSION

CONSENT AGENDA (Roll Call Vote Required for an Ordinance or Resolution)

All matters listed under the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

3. Approve the Minutes for the June 14, 2016 Regular Meeting. (*Nancy Jacobs, City Clerk*)
4. Approve the statement related to the Executive Session held on June 23, 2016. (*Nancy Jacobs, City Clerk*)
5. Consider, and act upon, award of PW Bid No. 2016-010 for \$271,109.59 (excluding NMGR) to Preslar's Dirtworks LLC related to the FEMA 4197 Debris Removal project. (*Nancy Beshaler, Project Manager*)
6. Consider, and act upon, Resolution No. 2016-25 amending the fees for services at the Desert Lakes Golf Course. (*Veronica Ortega, Community Services Director*) **(Roll Call Vote required)**
7. Consider, and act upon, the approval of Resolution No. 2016-24 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June, 28 2016. (*Kathy Gilsdorf, Budget Analyst*) **(Roll Call Vote required)**
8. Consider, and act upon, Resolution No. 2016-27 requesting approval of HUD Form 52574 - PHA Board Resolution Approving Operating Budget for the Fiscal Year 2017 budget. (*Evelyn Huff, Housing Authority Manager*) **(Roll Call Vote required)**

ITEMS REMOVED FROM CONSENT AGENDA

UNFINISHED BUSINESS

9. Consider, and act upon, the payment of a incentive compensation to previous Interim City Manager George Straface. (*Steven Thies, City Attorney*)

NEW BUSINESS

10. Consider, and act upon, the award of the Family Fun Center Project to one of two bidding contractors evaluated by an Independent Design Consultant . (*Stephen Thies, City Attorney*)
11. Consider, and act upon, a request from Mr. Tyler Johnson for refund of payment of a Utility Lien placed on 2305 Baylor Avenue. (*Stephen Thies, City Attorney*)
12. Appointments to Boards and Committees. (*Richard Boss, Mayor*)

EXECUTIVE SESSION (Roll Call Vote Required)

Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: purchase, acquisition or disposal of real property (Scenic Drive Extension), threatened or pending litigation (Wendy Irby vs. City of Alamogordo), and limited personnel matters (City Manager applicants preliminary selection). **(Roll Call Vote required)**

ADJOURNMENT

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 1.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Presentation of awards of appreciation to the Family Recreation Center lifeguard crew for their valiant teamwork in a time of crisis. (*Maggie Paluch, Acting City Manager*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: On Monday, June 20, 2016, the lifeguard crew of the Family Recreation Center worked together as a team to save the life of a young child at the swimming pool. Mickeyla Wyckoff in particular will be recognized for her composure and skill in saving the life of this child.

CITY OF ALAMOGORDO
TEAMWORK AWARD
JUNE 20, 2016

PRESENTED TO THE ALAMOGORDO FAMILY RECREATION
CENTER STAFF IN APPRECIATION FOR THEIR ABILITY TO
WORK TOGETHER AS A TEAM IN A MOMENT OF CRISIS.

THANK YOU FOR A JOB WELL DONE!

CITY OF ALAMOGORDO
HERO AWARD
JUNE 20, 2016

PRESENTED TO MICKEYLA WYCKOFF IN APPRECIATION
FOR HER HEROIC LIFESAVING SKILLS AND HER ABILITY TO
STAY CALM IN A MOMENT OF CRISIS.

THANK YOU FOR A JOB WELL DONE!

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 2.

Submitted By: Richard Boss, Mayor

Subject: Presentation to recognize Finance Director LeeAnn Nichols on the event of her retirement from the City of Alamogordo. *(Richard Boss, Mayor)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: LeeAnn Nichols' tenure of service to the City of Alamogordo has been from December 1996 - January 2011 & then from July 2014 - June 2016, a total of a little over 16 years.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/17/2016

Report No: 3.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the Minutes for the June 14, 2016 Regular Meeting. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the minutes.

Background: This is required by the Open Meetings Act.

**CITY OF ALAMOGORDO, NEW MEXICO
CITY COMMISSION REGULAR MEETING MINUTES
6:30 P.M., COMMISSION CHAMBERS
JUNE 14, 2016**

**RICHARD BOSS, MAYOR
JASON BALDWIN, COMMISSIONER
NADIA SIKES, COMMISSIONER
JENNY TURNBULL, COMMISSIONER
SUSAN PAYNE, COMMISSIONER**

**AL HERNANDEZ, MAYOR PRO-TEM
ERICA MARTIN, COMMISSIONER
MAGGIE PALUCH, ACTING CITY MANAGER
STEPHEN THIES, CITY ATTORNEY
NANCY JACOBS, CITY CLERK**

CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Commissioner Sikes was absent. Clerk Jacobs announced there was a quorum present. Invocation was given by Rev. Dwight Harp and the Pledge of Allegiance was led by Commissioner Baldwin.

APPROVAL OF AGENDA

Mayor Pro-Tem Hernandez moved to approve the agenda. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

PRESENTATIONS

1. Overview will be given of all that is offered and events that are occurring at the Alamo Senior Center. (Mr. Jesse Carr, presenter)

Mr. Carr highlighted the programs offered by the Alamo Senior Center. He stressed the need for more volunteers to help with the various programs, and invited the Commissioners to ride with the Meals-on-Wheels volunteers in order to see what they do and those they minister to. Mr. Carr listed the various classes offered, medical screenings, and dances, as well as transportation provided to seniors at a nominal cost. This year they will have a July 4th Picnic and he encouraged all Commissioners to attend. He asked why the Commission does not pledge allegiance to the New Mexico flag.

Mayor Boss said he would come to the Senior Center.

Commissioner Turnbull asked how long a Meals-on-Wheels run lasted and Mr. Carr gave her details.

Mayor Pro-Tem Hernandez said he used to go quite a bit, and it was a great thing to do. He felt this Commission and past Commissions strongly supported the Senior Center.

Commissioner Martin said she would like to come and bring her three year old son, and Mr. Carr said that would be fine.

PUBLIC COMMENT

None.

CITY MANAGER'S REPORT

Acting City Manager Paluch made the following remarks:

1) She gave an update on the First/Florida realignment. The bid opening will be September 8th and will be awarded at the September 13th Commission meeting. Construction on the project should begin October and completed by July 2017.

- 2) The Dry Canyon Oasis Trailer Park project closed on the purchase of the eastern half of the Oasis Trailer Park.
- 3) She was pleased to announce Animal Control had an 85 percent adoption rate. City staff started a coalition with ten rescue organizations in town to find homes for the animals and they are working with Dr. Hayes in a dog exchange to increase adoptions.
- 4) The Spay and Neuter clinic program at the Recreation Center in conjunction with one of the local rescue organizations was sold out.
- 5) Union Pacific Rail Road funded 27 trees that were planted in Alameda Park.
- 6) She and Laurie Dean took a tour of the Alamogordo Zoo.
- 7) The Library hosted the Albuquerque Bio Park Zoo on June 8th.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

None.

CONSENT AGENDA

2. Approve the Minutes for the May 17, 2016 Special Meeting, the May 24, 2016 Regular Meeting and the June 2, 2016 Special City Commission Meetings. (Nancy Jacobs, City Clerk)

3. Approve the statement related to the Executive Session held on May 24, 2016 and June 2, 2016. (Nancy Jacobs, City Clerk)

5. Consider, and act upon, approval of Amendment 2 to the Engineering Professional Services Agreement with Bohannon Huston, Inc. for the Reclaimed Water Line Looping project. (Nancy Beshaler, Project Manager)

6. Consider, and act upon, approval of Amendment 3 to the Engineering Professional Services Agreement with Engineers Inc. for the Realignment of Florida Avenue at First Street project. (Nancy Beshaler, Project Manager)

8. Approve granting a waiver of the permit fee for a Special Fireworks Display permit for the July 4th Fireworks Display at the New Mexico Museum of Space History. (Nancy Jacobs, City Clerk)

9. Consider, and act upon, the Lodger's Tax Expenditures for Tourism & Travel. (Jan Wafful, Special Events Manager)

10. Consider, and act upon, final publication of Ordinance No. 1517 amending the dedication of a Municipal Local Option Gross Receipts Tax. (Stephen Thies, City Attorney) (Roll Call Vote required)

Commissioner Payne asked to remove Items 4 & 7 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 2, 3, 5, 6, 8, 9, & 10 of the consent calendar. Commissioner Baldwin seconded the motion. Roll call was taken for Item No. 10. Motion carried with a vote of 6-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

4. Consider, and act upon, award of Public Works Bid No. 2016-008 to San Bar Construction Corp., related to the Reflectorized Pavement Markings project, in an amount not to exceed \$160,059.67, including tax. (Brian Cesar, Public Works Director)

Public Works Director Cesar gave information on the second half of the striping on the streets. Commissioner Payne asked where the work would be done, and he answered it would be all over the city.

Commissioner Payne moved to approve the award of Public Works Bid No. 2016-008 to San Bar Construction Corp., related to the Reflectorized Pavement Markings project, in an amount not to exceed \$160,059.67, including tax. Mayor Pro-Tem Hernandez seconded the motion. Motion carried with a vote of 6-0-0.

7. Consider, and act upon, Change Order No. 1, Public Works Bid No. 2015-005, EN1402, to General Hydronics, Inc. related to Street Maintenance Preparation Program FY 2014, in an amount not to exceed \$39,273.14, excludes NMGR. (Edward Balderrama, Project Manager)

Edward Balderrama explained to Commissioner Payne this was the final change order for the Street Maintenance Preparation Program.

Commissioner Turnbull moved to approve Change Order No. 1, Public Works Bid No. 2015-005, EN1402, to General Hydronics, Inc. related to Street Maintenance Preparation Program FY 2014, in an amount not to exceed \$39,273.14, excludes NMGR. Commissioner Martin seconded the motion. Motion carried with a vote of 6-0-0.

NEW BUSINESS

11. Consider, and act upon, the first publication of Ordinance No. 1520, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$2,710,000 for refinancing of the Joint Water & Sewer Bonds, Series 2005. (LeeAnn Nichols, Finance Director)

Finance Director Nichols introduced Chris Muirhead from RBC Capital markets and he gave a presentation on Items 11, 12, and 13 for loan agreements. (see agenda book for Power Point)

Mayor Pro-Tem Hernandez moved to approve the first publication of Ordinance No. 1520, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$2,710,000 for refinancing of the Joint Water & Sewer Bonds, Series 2005. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

12. Consider, and act upon, the first publication of Ordinance No. 1521, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$5,130,000 for refinancing of the NMFA State Shared Gross Receipts Tax Loan, Series 2008. (LeeAnn Nichols, Finance Director)

Mayor Pro-Tem Hernandez moved to approve the first publication of Ordinance No. 1521, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$5,130,000 for refinancing of the NMFA State Shared Gross Receipts Tax Loan, Series 2008. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

13. Consider, and act upon, the first publication of Ordinance No. 1522, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$2,755,000 for refinancing of the NMFA Municipal Gross Receipts Tax Loan, Series 2008 (LeeAnn Nichols, Finance Director)

Mayor Pro-Tem Hernandez moved to approve the first publication of Ordinance No. 1522, authorizing the execution of a Loan Agreement and Intercept Agreement by and between the City of Alamogordo and the New Mexico Finance Authority (NMFA) for the principal amount of \$2,755,000 for refinancing of the NMFA Municipal Gross Receipts Tax Loan, Series 2008. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

14. Consider, and act upon, Resolution No. 2016-22 approving a Grant Agreement between the City of Alamogordo and the New Mexico Environment Department for Capital Appropriation Project No. 15-1143-STB-RET in the amount of \$4,000,000 to plan, design, and construct a desalination treatment facility and brackish water supply system for the City of Alamogordo. (Brian Cesar, Public Works Director) (Roll Call Vote required)

Public Works Director Cesar addressed the Commission explaining the history of the Desalination Treatment Facility and Brackish Water Supply System project.

Mayor Pro-Tem Hernandez moved to approve Resolution No. 2016-22 approving a Grant Agreement between the City of Alamogordo and the New Mexico Environment Department for Capital Appropriation Project No. 15-1143-STB-RET in the amount of \$4,000,000 to plan, design, and construct a desalination treatment facility and brackish water supply system for the City of Alamogordo. Commissioner Turnbull seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0.

15. Consider and act upon Resolution 2016-23 to authorize the donation of surplus property to Otero County (recycling baler). (Stephen Thies, City Attorney) (Roll Call Vote required)

City Attorney Thies explained the City purchased the equipment in 2003 and it was used as a compactor. He said the equipment was used for several months and had been in storage ever since. Otero County asked the City if they would donate it for their recycling program. He requested the Commission approve to donate the equipment to the County as it had not been used for 13 years and was surplus, meaning it no longer had value to the City.

Mayor Pro-Tem Hernandez moved to approve Resolution 2016-23 to authorize the donation of surplus property to Otero County (recycling baler). Commissioner Baldwin seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0.

Commissioner Baldwin asked if City staff could go through any surplus equipment the City owned to help out other communities. City Attorney Thies answered they should be able to look at this and bring them to the Commission.

16. Consider, and act upon, first publication of Ordinance No. 1518 amending section 5-01-035 of the City Code concerning alcoholic beverage dispenser's licenses. (Stephen Thies, City Attorney)

City Attorney Thies explained an individual requested the Commission amend the Ordinance pertaining to temporary alcohol licenses in order to allow the City Clerk to issue the licenses instead of the applicant coming to the Commission for approval. He stated it would speed up the process and state statute allowed them to do that; he recommended the Commission approve the request for first publication.

Commissioner Payne asked if this was for someone who already had a regular... City Attorney Thies said that was correct, it was for someone that had an alcohol license already and were requesting to have a temporary dispenser's license for events.

Mayor Pro-Tem Hernandez moved to approve first publication of Ordinance No. 1518 amending section 5-01-035 of the City Code concerning alcoholic beverage dispenser's licenses. Commissioner Martin seconded the motion. Motion carried with a vote of 6-0-0.

17. Consider, and act upon, the first publication of Ordinance No. 1519 amending certain sections of the Uniform Traffic Ordinance (UTO) regarding Off-Highway vehicles. (Stephen Thies, City Attorney)

City Attorney Thies explained the ordinance dealt with off-highway vehicles on City streets, stating where they could operate and what was required to operate on city streets.

Mayor Pro-Tem Hernandez asked the city attorney if helmets were State required or was that something the City added. The city attorney said he needed a couple of minutes to look it up. Mayor Pro-Tem Hernandez said if it was state required he didn't have a problem with it, but if it wasn't he had an issue with it. City Attorney Thies stated when it comes back for final approval, they could pull that provision out of the Ordinance. Mayor Pro-Tem Hernandez informed the community that four wheelers were not ATV's, and stated he wanted to speak to them to see what their thoughts were on that.

Mayor Boss asked if the County required helmets. City Attorney Thies answered the County was creating an ordinance and the City had been communicating with them so people could comply with both ordinances. Commissioner Martin asked if they should wait for the County to move forward. Mayor Pro-Tem Hernandez thought the County would follow suit on it and said the State had already allowed it.

Mayor Boss asked why we needed a specific ordinance if they were following state regulation. Mayor Pro-Tem Hernandez answered part of it was to make changes if we wanted. Mayor Boss asked Mayor Pro-Tem Hernandez to clarify on why he supported some 4 wheelers and not others. Mayor Pro-Tem Hernandez answered the Razor was more like a vehicle and a Quad was not. Mayor Boss disagreed with Mayor Pro-Tem Hernandez. Mayor Pro-Tem Hernandez stated that was why they could make changes.

Rich Merrick made the follow remarks:

He spoke on safety concerns with the ordinance. If one of these vehicles stopped and he ran them over with his truck and killed them, who would be liable since the City was not requiring off-highway vehicles to have brake lights.

Mayor Boss asked to table this Item. City Attorney Thies said state statute trumps this and we have the ability to regulate further than state statute. He stated per state statute they were legal to operate on City streets. Commissioner Baldwin said this ordinance was to help protect the City.

Commissioner Turnbull asked City Attorney Thies if this gave them the right to say they do or don't allow these vehicles on the streets in city limits. He said that was correct, they have the legal authority to say no or have more restrictions.

Commissioner Martin stated she didn't have a problem with it but Rich Merrick had a good point regarding turning signals and brake lights. Mayor Pro-Tem Hernandez said they could add that in to the ordinance and he would like to add a horn and turn signals for safety.

Mayor Pro-Tem Hernandez moved to approve the first publication of Ordinance No. 1519, amending certain sections of the Uniform Traffic Ordinance (UTO) regarding Off-Highway vehicles, and to add the requirements of turn signals, brake lights and a horn. Commissioner Turnbull seconded the motion. Motion carried with a vote of 6-0-0.

18. Consider, and act upon, a request on an offer from Tommie Herrell to purchase a 3.76 acre tract from the City located at 2101 Puerto Rico Avenue. (Stephen Thies, City Attorney)

City Attorney Thies explained Tommie Herrell wanted to purchase the property and he gave some history on the property. Mr. Herrell offered the City \$44,000 to allow easy access to the Senior Center and if the City was interested they would have the property appraised to move forward.

Mayor Pro-Tem Hernandez asked City Attorney Thies if they sold the property, would it restrict them from adding on to the Senior Center. The city attorney answered currently they had no plans of expansion but selling the property would limit their ability to expand; they could expand the Senior Center onto the parking lot. Mayor Pro-Tem Hernandez stated his concern was they may not be able to expand.

Commissioner Martin stated she had a problem with selling a property worth over \$130,000 for \$37,600 plus city staff man hours to acquire the strip owned by the school.

Commissioner Turnbull echoed Commissioner Martin; she was not willing to sell the property at such a loss. Commissioner Baldwin agreed with Commissioner Turnbull and Commissioner Martin and until they have it appraised he was not willing to sell.

City Attorney Thies stated it would cost \$1,500 to \$2,500 to have the property appraised. Commissioner Martin asked why the City was paying for the appraisal, and Mr. Thies recommended adding the cost to the purchase price so it would be at the City's direction not at someone else's.

Commissioner Baldwin asked how they could accommodate Mr. Herrell without the sale for the property. Commissioner Turnbull asked if Mr. Herrell needed permission from the school, since the school was the outer boundary. City Attorney Thies said that was a problem and they would have to do a transfer of property to the City which should have been done a while back.

Commissioner Turnbull moved to deny a request on an offer from Tommie Herrell to purchase a 3.76 acre tract from the City located at 2101 Puerto Rico Avenue. Commissioner Martin seconded the motion. Motion approved with a vote of 6-0-0.

19. Consider, and act upon, the drafting of an ordinance for establishing a White Sands Blvd. Beautification Advisory Committee. (Pamela Lee, Planning & Zoning Commission Chairperson)

Pamela Lee, Chairman of the Planning & Zoning Commission told the Commission about the next step Planning and Zoning would like to undertake to improve the City. She said they focused on the revitalization of downtown and the improvement of White Sands Blvd. She asked for approval to allow drafting of an ordinance to make a permanent Whites Sands Beautification Advisory Committee. The question she had was how much power the committee should have to act on its own and not bring every decision to the City Commission for approval.

Mayor Boss asked Mrs. Lee about City Staff involvement and amount of time they would have to commit. She said the cost was minimal and they would have help from volunteers. Mayor Boss was concerned how much time City staff would be involved. She could not answer definitely how much time, but it would not be full time. Commissioner Payne asked if they would be used in an advisory role, and Mrs. Lee answered yes.

Mayor Pro-Tem Hernandez said anything that was ordinance driven would have to go before the Commission. He said one of the reasons to beautify White Sands Blvd. was to get people to stay in town and he would like to eventually see more city main streets being brought into this.

Commissioner Baldwin thanked Mrs. Lee and agreed with Mayor Pro-Tem Hernandez that over time they shift their attention to other needs in the City, as well. He asked about staff time and stated he was

ok with hiring someone to help with this project. He said he was uncomfortable with the terms and how much power the Commission would like to keep. He suggested using the term commission oversight.

Mrs. Lee introduced Ret. Chief Master Sergeant Darron Williams, Planning and Zoning Coordinator Stella Rael, Acting City Manager Maggie Paluch, Assistant City Attorney Lauren Truitt and City Attorney Thies as those who have helped with this endeavor. Mayor Boss thanked all of them.

Commissioner Baldwin moved to consider and act upon the drafting of an ordinance for establishing a White Sands Blvd. Beautification Advisory Committee. Commissioner Martin seconded the motion. Motion carried with a vote of 6-0-0.

20. Appointments to Boards and Committees. (*Richard Boss, Mayor*)

Mayor Boss read the openings and reappointed Eric Wuersching to the Airport Advisory Board. No one objected.

PUBLIC COMMENT

Paul Sanchez commented on the following:

- 1) Mr. Sanchez was concerned with possibly hiring someone to help with the White Sands Beautification Committee. He said with the current budget deficit, there were many more things they should be hiring for. He mentioned in the past there had been volunteers for the beautification committee and hoped they would continue with that process.
- 2) He read from the Alamogordo Daily News concerning the upcoming candlelight vigil. He said Commissioner Sikes made some comments in reference to this event that he felt crossed the line concerning the Commission Code of Conduct.

EXECUTIVE SESSION (Roll Call Vote Required)

21. Recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: limited personnel issues (City Manager applications), limited personnel issues (George Straface bonus), threatened or pending litigation (Wendy Irby vs. City of Alamogordo), and purchase, acquisition or disposal of real property (lease of property at 401 Fairgrounds Road).

Mayor Pro-Tem Hernandez moved to recess into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: limited personnel issues (City Manager applications), limited personnel issues (George Straface bonus), threatened or pending litigation (Wendy Irby vs. City of Alamogordo), and purchase, acquisition or disposal of real property (lease of property at 401 Fairgrounds Road) at 8:09 p.m. Commissioner Baldwin seconded the motion. Roll call vote was taken. Motion carried with a vote of 6-0-0.

RECONVENE INTO OPEN SESSION

Commissioner Baldwin moved to reconvene at 9:12 p.m. Commissioner Martin seconded the motion. Motion carried with a vote of 6-0-0.

Mayor Boss announced seven city manager applications were selected from the nineteen submitted. These seven will be interviewed via Skype in the very near future. This was the consensus of the Commission and it was decided a motion would not be necessary.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 9:14 p.m. Commissioner Baldwin seconded the motion. Motion carried with a vote of 6-0-0.

Mayor Richard Boss

ATTEST:

City Clerk Nancy E. Jacobs

(Prepared by Rachel Hughs, Deputy City Clerk)
Approved at the Regular Meeting held on June 28, 2016.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 4.

Submitted By: Nancy Jacobs, City Clerk

Subject: Approve the statement related to the Executive Session held on June 23, 2016. *(Nancy Jacobs, City Clerk)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve the following statement and authorize it to be included in the minutes of June 28, 2016: "The Governing Body of the City of Alamogordo, New Mexico, hereby states that on June 23, 2016, a Closed Executive Session was held and matters discussed in the closed meeting were limited only to: limited personnel issues (City Manager Skype interviews)" as posted on the agendas.

Background: The statement is required per the Open Meetings Act.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 5.

Submitted By: Maggie Paluch, Assistant
City Manager

Subject: Consider, and act upon, award of PW Bid No. 2016-010 for \$271,109.59 (excluding NMGRT) to Preslar's Dirtworks LLC related to the FEMA 4197 Debris Removal project. (*Nancy Beshaler, Project Manager*)

Fiscal Impact: 292,798.36

Amount Budgeted: \$577,837.00

Fund: 044-9799-990.68-99 (EN1602)

Additional Fiscal Impact:

Recommendation: Award PW Bid No. 2016-010 for \$271,109.59 (excluding NMGRT) to Preslar's Dirtworks LLC related to the FEMA 4197 Debris Removal project.

Background: As a result of heavy rain events between July 27, 2014 and August 5, 2014 severe flooding caused widespread sediment and debris on roadways and in drainage areas throughout the city. Thirty five locations were identified as needing sediment and debris removal. This project includes sediment and debris removal at twenty three of the original thirty five sites. The sites not included have been cleaned up by city crews, therefore are not included in the scope of this project. Bids were open on June 20, 2016 with 2 bidders. Preslar's Dirtworks LLC was the lowest responsive bidder.

A FEMA grant for this work was executed in October 2014 with a cost share of 75% Federal funds, 12.5% State funds, and 12.5% local share. The grant was authorized for \$90,788. The city has been advised by FEMA that there is a process to request funds for the additional cost of the work. The city will be responsible for 12.5% of the actual cost. The FEMA representative has reviewed the bids and procurement process.

BID TABULATION
FEMA 4197 Debris Removal
PUBLIC WORKS BID NO. 2016-010
June 20, 2016

ITEM	ESTIMATED QUANTITY		DESCRIPTION	Preslar's Dirtworks, LLC License 94107		Alamo Earthwork & Paving, Inc. License 85268	
				Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
1	1	LS	MINOR TRAFFIC CONTROL	\$ 5,665.00	\$ 5,665.00	\$ 17,593.00	\$ 17,593.00
2	1	LS	MOBILIZATION/DEMOBILIZATION SITE 1	\$ 510.00	\$ 510.00	\$ 448.00	\$ 448.00
3	243	CY	SITE 1 REPARATION	\$ 16.04	\$ 3,897.72	\$ 18.50	\$ 4,495.50
4	1	LS	MOBILIZATION/DEMOBILIZATION SITES 2&3	\$ 1,020.00	\$ 1,020.00	\$ 1,968.00	\$ 1,968.00
5	2,816	CY	SITES 2&3 REPARATION	\$ 5.19	\$ 14,615.04	\$ 13.17	\$ 37,086.72
6	1	LS	MOBILIZATION/DEMOBILIZATION SITE 4	\$ 150.00	\$ 150.00	\$ 585.00	\$ 585.00
7	724	CY	SITE 4 REPARATION	\$ 11.27	\$ 8,159.48	\$ 16.34	\$ 11,830.16
8	1	LS	MOBILIZATION/DEMOBILIZATION SITES 7&8	\$ 625.00	\$ 625.00	\$ 1,233.00	\$ 1,233.00
9	4,000	CY	SITES 7&8 REPARATION	\$ 3.37	\$ 13,480.00	\$ 9.19	\$ 36,760.00
10	1	LS	MOBILIZATION/DEMOBILIZATION SITE 9	\$ 625.00	\$ 625.00	\$ 503.00	\$ 503.00
11	583	CY	SITE 9 REPARATION	\$ 8.24	\$ 4,803.92	\$ 16.00	\$ 9,328.00
12	1	LS	MOBILIZATION/DEMOBILIZATION SITE 10	\$ 625.00	\$ 625.00	\$ 1,372.00	\$ 1,372.00
13	2,903	CY	SITE 10 REPARATION	\$ 8.97	\$ 26,039.91	\$ 11.20	\$ 32,513.60
14	1	LS	MOBILIZATION/DEMOBILIZATION SITE 11	\$ 625.00	\$ 625.00	\$ 776.00	\$ 776.00
15	994	CY	SITE 11 REPARATION	\$ 17.61	\$ 17,504.34	\$ 12.95	\$ 12,872.30
16	1	LS	MOBILIZATION/DEMOBILIZATION SITE 12	\$ 625.00	\$ 625.00	\$ 911.00	\$ 911.00
17	1,033	CY	SITE 12 REPARATION	\$ 21.79	\$ 22,509.07	\$ 16.65	\$ 17,199.45
18	1	LS	MOBILIZATION/DEMOBILIZATION SITE 14	\$ 625.00	\$ 625.00	\$ 776.00	\$ 776.00
19	509	CY	SITE 14 REPARATION	\$ 31.01	\$ 15,784.09	\$ 23.05	\$ 11,732.45
20	1	LS	MOBILIZATION/DEMOBILIZATION SITE 15	\$ 250.00	\$ 250.00	\$ 494.00	\$ 494.00
21	33	CY	SITE 15 REPARATION	\$ 22.66	\$ 747.78	\$ 43.01	\$ 1,419.33
22	1	LS	MOBILIZATION/DEMOBILIZATION SITE 16	\$ 680.00	\$ 680.00	\$ 456.00	\$ 456.00
23	193	CY	SITE 16 REPARATION	\$ 21.84	\$ 4,215.12	\$ 22.04	\$ 4,253.72
24	1	LS	MOBILIZATION/DEMOBILIZATION SITE 17	\$ 340.00	\$ 340.00	\$ 512.00	\$ 512.00
25	451	CY	SITE 17 REPARATION	\$ 25.64	\$ 11,563.64	\$ 17.49	\$ 7,887.99
26	1	LS	MOBILIZATION/DEMOBILIZATION SITE 19	\$ 820.00	\$ 820.00	\$ 2,362.00	\$ 2,362.00
27	2,500	CY	SITE 19 REPARATION	\$ 6.16	\$ 15,400.00	\$ 13.04	\$ 32,600.00
28	1	LS	MOBILIZATION/DEMOBILIZATION SITE 20	\$ 820.00	\$ 820.00	\$ 1,155.00	\$ 1,155.00
29	933	CY	SITE 20 REPARATION	\$ 16.52	\$ 15,413.16	\$ 39.43	\$ 36,788.19
30	1	LS	UPRR PERMIT SITE 20	\$ 5,000.00	\$ 5,000.00	\$ 14,948.00	\$ 14,948.00
31	1	LS	MOBILIZATION/DEMOBILIZATION SITE 21	\$ 820.00	\$ 820.00	\$ 1,734.00	\$ 1,734.00
32	6,034	CY	SITE 21 REPARATION	\$ 6.82	\$ 41,151.88	\$ 15.19	\$ 91,656.46
33	1	LS	MOBILIZATION/DEMOBILIZATION SITE 26	\$ 820.00	\$ 820.00	\$ 1,017.00	\$ 1,017.00
34	489	CY	SITE 26 REPARATION	\$ 19.23	\$ 9,403.47	\$ 17.09	\$ 8,357.01
35	1	LS	MOBILIZATION/DEMOBILIZATION SITE 27	\$ 820.00	\$ 820.00	\$ 625.00	\$ 625.00
36	39	CY	SITE 27 REPARATION	\$ 10.11	\$ 394.29	\$ 39.32	\$ 1,533.48

BID TABULATION
FEMA 4197 Debris Removal
PUBLIC WORKS BID NO. 2016-010
June 20, 2016

ITEM	ESTIMATED QUANTITY		DESCRIPTION	Preslar's Dirtworks, LLC License 94107		Alamo Earthwork & Paving, Inc. License 85268	
				Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
37	1	LS	MOBILIZATION/DEMObILIZATION SITE 29	\$ 820.00	\$ 820.00	\$ 432.00	\$ 432.00
38	148	CY	SITE 29 REPARATION	\$ 19.61	\$ 2,902.28	\$ 25.55	\$ 3,781.40
39	1	LS	MOBILIZATION/DEMObILIZATION SITE 31	\$ 820.00	\$ 820.00	\$ 374.00	\$ 374.00
40	67	CY	SITE 31 REPARATION	\$ 22.60	\$ 1,514.20	\$ 42.16	\$ 2,824.72
41	1	LS	MOBILIZATION/DEMObILIZATION SITE 34	\$ 820.00	\$ 820.00	\$ 538.00	\$ 538.00
42	1,760	CY	SITE 34 REPARATION	\$ 6.38	\$ 11,228.80	\$ 15.88	\$ 27,948.80
43	1	LS	MOBILIZATION/DEMObILIZATION SITE 35	\$ 820.00	\$ 820.00	\$ 385.00	\$ 385.00
44	122	CY	SITE 35 REPARATION	\$ 46.20	\$ 5,636.40	\$ 28.89	\$ 3,524.58
BASE BID SUBTOTAL				\$ 271,109.59		\$ 447,590.86	
NMGRT (8.0%)				\$ 21,688.77		\$ 35,807.27	
TOTAL BASE BID				\$ 292,798.36		\$ 483,398.13	
				Preslar's Dirtworks, LLC License 94107		Alamo Earthwork & Paving, Inc. License 85268	

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 6.

Submitted By: Veronica Ortega,
Community Services Director

Subject: Consider, and act upon, Resolution No. 2016-25 amending the fees for services at the Desert Lakes Golf Course. *(Veronica Ortega, Community Services Director)* **(Roll Call Vote required)**

Fiscal Impact: \$23,121 (Additional Revenue)
Amount Budgeted: \$1,441,780.00
Fund: 090

Additional Fiscal Impact: \$15,297 - Golf Pro Share
\$7,824 - City Share

Recommendation: Approve the Resolution **(Roll Call Vote required)**

Background: Grant Dalpes, General Manager and President of G & L Golf, Inc. has submitted a proposal to increase certain fees at the Desert Lakes Municipal Golf Course. The fee increase includes the introduction of GolfNow, the elimination of "Non-Resident" rate for green fees and changes to the fee structure in all areas. Rates have not been increased since 2012.

GolfNow is a national tee time platform which could help the golf course develop and market their unused tee times to those outside of the area and region. GolfNow is a platform that requires a trade of tee times or a 25% commission on tee times made. GolfNow has agreed to allow the golf course into a non-binding agreement with the ability to cancel with them should it turn out to be detrimental for the golf course.

To achieve the proposed rate increase, all that would be required would be to simply increase all the existing rates by adding the tax for consumers to pay instead of the city absorbing said taxes.

To simplify the rate increase structure even further, it is proposed that the "Non-Resident" rates be eliminated, continuing to move forward toward one rate.

Please refer to the Overview and Proposal attachments for a detailed analysis related to the rate increase and GolfNow.

RESOLUTION 2016-25
REQUESTING INCREASE IN FEES AT THE DESERT LAKES
MUNICIPAL GOLF COURSE

WHEREAS, the City of Alamogordo provides a wide range of activities through its Community Services Department Desert Lakes Municipal Golf Course Division, and;

WHEREAS, it is the City's goal to provide these services at a rate which will enable the city to provide the widest range of activities possible at the most reasonable cost possible; and

WHEREAS, the cost of operating the various activities has increased, and;

WHEREAS, the City Commission desires to continue providing services at the current level.

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico that the fees charged by Community Services Department at the Desert Lakes Municipal Golf Course are adjusted to the rates shown on the attached chart as of July 1, 2016.

DONE this 28th day of June, 2016

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard Boss, Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney



2016 Annual Pass & Green fee increases as suggested by:

G & L Golf, Inc.
Grant Dalpes, PGA
General Manager
Desert Lakes Golf Course

Overview

The following suggested rate increases were developed from historical usage of Desert Lakes; survey's of golf courses in the area that are similar in philosophy and customer base to Desert Lakes; studies by the PGA of America, National Golf Foundation & NGCOA on the current state of golf participation in the area as well as around the country; and common sense as to creating a rate increase that does not have an adverse effect on play and participation.

Rates have not been raised in recent years (since 2012) because the above mentioned local and national surveys and studies have indicated that a downturn in golf and the economy did not justify raising rates. As well, the belief was that to do so would possible hurt overall revenue instead of help it. Studies now show an uptick in golf and recreational activities and coupled with the length of time since the last increase, we believe it is time for a raise in fees.

To achieve a rate increase we would simply increase all rates by adding tax instead of absorbing tax. In the past we have always included tax and then backed it out through an elaborate spread sheet designed to figure the Governmental tax (COA) verses the private industry tax (G & L). Tax was included to accommodate the consumer when paying with cash. In today's day and age more people pay with debit or credit cards so the need for flat rates and ease at the point of sale is not as great.

Additionally, the rate structure that currently exists has been simplified from those in the past by reducing the types of rates available to purchase. Simplifying the rate structure increases the likelihood of achieving an "effective rate" and makes it easier for the consumer to understand. Industry standards suggest fewer rates and more packaging to promote play; something we have aggressively done over the years.

G & L Golf, Inc. believes that we should continue to simplify the rate structure even further by elimination of the "Non Resident" rate for green fees and continue to move toward one rate. According to surveys we do annually, we cannot find any New Mexico courses that still have non-resident rates.



Additionally, we are not currently on any national tee time platforms that markets our tee times. These platforms require a trade of tee times or a 25% commission on tee times made. Although G & L Golf does not agree with the trade tee times we believe we should try the commissioned tee times because these platforms could help us develop and market unused tee times as well as market to those outside the area and region. These commissions will only be paid on tee times made through the platform. GolfNow, the provider of this platform has agreed to allow us into a non-binding agreement that will enable us to cancel if we see this as detrimental to revenue. G & L Golf has already studied and researched it and we believe this could generate new revenue as opposed to losing revenue. It is not a discount platform, it is simply a marketing platform.

Requested actions:

1. Approve the Rate Proposal attached.
2. Approve the use of the GolfNow platform to market tee times and pay a 25% commission on those tee times.

Effective Date for new rates would be July 1, 2016. GolfNow platform would take 2-4 weeks to get up and running.

Inclusions:

Attachment #1 – All Fee increases

In the attachment, the impact is figured by multiplying the original tax that was included to the number of fees estimated. We also have estimated the number of fees at 95% of the average as a protection in case a rate increase effects play adversely, which we do not believe will be the case.

Desert Lakes Golf Course

Proposed Rate

July 1, 2016

Proposed Green Fee Increase

Description	2012-2015 Rates	Proposed increase w tax	Sales @ 95%	COA Impact
9 Hole Adult	\$ 11.00	\$ 11.88	4887	\$ 3,166.78
9 Hole Adult Non-Res	\$ 12.00		0	
9 Hole Junior	\$ 5.00	\$ 5.40	400	\$ 118.52
9 Hole Junior Non-Res	\$ 6.00			
9 Hole Senior	\$ 10.00	\$ 10.80	3200	\$ 1,896.30
9 Hole Senior Non-Res	\$ 11.00			
18 Hole Adult	\$ 22.00	\$ 23.76	3106	\$ 4,049.30
18 Hole Adult Non-Res	\$ 24.00			
18 Hole Junior	\$ 10.00	\$ 10.80	10	\$ 5.93
18 Hole Junior Non-Res	\$ 12.00			
18 Hole Senior	\$ 20.00	\$ 21.60	2062	\$ 2,443.85
18 Hole Senior Non-Res	\$ 22.00			
				\$ 11,680.67

Proposed Golf Pass Increase

Description	2012-2015 Rates	Proposed Increase	Sales @ 95%	
Annual 2 Senior	\$ 1,255.00	\$ 1,355.40	18	\$ 1,255.00
Annual Senior	\$ 840.00	\$ 907.20	78	\$ 3,640.00
Annual 2 Adult	\$ 1,395.00	\$ 1,506.60	3	\$ 232.50
Annual Adult	\$ 930.00	\$ 1,004.40	23	\$ 1,188.33
Business Pass	\$ 1,625.00	\$ 1,755.00	5	\$ 451.39
<i>Summer Pass to April thru September from May thru September</i>				
Summer 2 Adult	\$ 710.00	\$ 766.80	7	\$ 276.11
Summer Adult	\$ 475.00	\$ 513.00	34	\$ 903.82
<i>Winter Pass to October thru March from November thru March</i>				
Winter 2 Adult	\$ 710.00	\$ 766.80	1	\$ 49.31
Winter Adult	\$ 475.00	\$ 513.00	15	\$ 395.83
				\$ 8,392.29

Proposed Private Carts

Shed Fees	\$ 275.00	\$ 297.00	0	\$ -
Trail Fees	\$ 700.00	\$ 756.00	0	\$ -
				\$ -

Rates Controlled by Golf Professional

9 Hole Carts	\$ 6.00	\$ 6.48	8170	\$ 1,452.44
18 Hole Carts	\$ 12.00	\$ 12.96	773	\$ 274.93
				\$ 1,727.38
Small Range	\$ 4.00	\$ 4.32	4609	\$ 546.28
Large Range	\$ 6.00	\$ 6.48	4006	\$ 712.09
Extra Large Range	\$ 8.00	\$ 8.50	263	\$ 62.22
				\$ 1,320.59

Total Impact on revenue	Golf Pass	\$ 8,392.29
	Green Fees	\$ 11,680.67
	Private Carts	\$ -
	Carts	\$ 1,727.38
	Range	\$ 1,320.59
		\$ 23,120.93

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 7.

Submitted By: Kathy Gilsdorf, Budget Analyst

Subject: Consider, and act upon, the approval of Resolution No. 2016-24 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June, 28 2016. (*Kathy Gilsdorf, Budget Analyst*) **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Beginning Cash Balances \$0

Revenues \$141,738 Increase

Expenditures \$364,219 Increase

Transfers In/Out \$0

Net Impact (\$222,481) Decrease

Recommendation: Approve Resolution 2016-24 **(Roll Call vote required)**

Background: The City Commission adopted the Fiscal Year budget on May 12, 2015. The Department of Finance & Administration granted written approval of the City of Alamogordo's Fiscal Year 2015-2016 Final Budget on September 2, 2016. Resolution 2016-24 amends the Budget to reflect a more true and accurate projection of the actual revenues and expenditures. A summary and explanation of revisions are attached for your review.

RESOLUTION NO. 2016-24

A RESOLUTION REQUESTING THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO, APPROVE REVISED BUDGET FIGURES FOR CERTAIN LINE ITEMS IN THE CITY'S BUDGET FOR FISCAL YEAR 2015-2016.

WHEREAS, the City of Alamogordo, New Mexico wishes approval to change some of the budget line item figures of various funds; and

WHEREAS, the Department of Finance and Administration, State of New Mexico, gave its written approval to the City of Alamogordo, New Mexico's annual budget on September 2, 2015, for fiscal year 2015-2016; and

WHEREAS, the City of Alamogordo, New Mexico, has tabulated on the following pages the additional resources and expenditures for fiscal year 2015-2016.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the City's annual budget for fiscal year 2015-2016 be and hereby is revised as of June 28, 2016 to reflect a more true and accurate projection of the actual revenues and expenditures for fiscal year 2015-2016 as shown on the following pages.

NOW, BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO, NEW MEXICO, that the Department of Finance and Administration, State of New Mexico, be requested to give its written approval to the revised budget figures computed on June 28, 2016 as a more true and accurate projection of the actual revenues and expenditures for fiscal year 2015-2016.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Alamogordo, New Mexico, at a Regular Meeting held this 28th day of June 2016.

CITY OF ALAMOGORDO, NEW MEXICO,
A NEW MEXICO MUNICIPAL CORPORATION

By: _____
Richard A. Boss, Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen Thies, City Attorney

**ALL FUNDS SUMMARY
BUDGET 2015-2016**

1/12TH REQ RSRV
1,090,455
Fund Reserve Policy
338,795
Bal. Remaining
3,233,224

FY16 BUDGET - RESOLUTION 2016-24 (#8) JUNE 28, 2016

FUND NO.	FY 2015-2016 FUND DESCRIPTION	UNAUDITED BEGINNING CASH BALANCE	ESTIMATED REVENUES	TRANSFERS IN	TRANSFERS OUT	NET CASH TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
11	GENERAL OPERATING FUND	7,501,909	16,445,902	629,524	6,600,201	(5,970,677)	13,078,772	4,898,362	1,429,250	3,469,113
	Revision #1	0	0	0	0	0	(10,925)	10,925	0	\$10,925
	Revision #2	0	20,795	0	0	0	17,609	3,186	0	\$3,186
	Revision #8	0	0	0	250,000	(250,000)	0	(250,000)	0	(\$250,000)
	Total Revised Fund 11	7,501,909	16,466,697	629,524	6,850,201	(6,220,677)	13,085,456	4,662,473	1,429,250	3,233,224
12	INTERNAL SERVICE FUND	409,741	417,846	2,889,070	0	2,889,070	3,676,687	39,970		\$39,970
	Revision #9	0	98	0	0	0	0	98	0	\$98
	Total Revised Fund 12	409,741	417,944	2,889,070	0	2,889,070	3,676,687	40,068	0	40,068
15	CORRECTIONS-JAIL	21,663	108,642	51,488	1,723	49,765	175,070	5,000		\$5,000
16	LODGER'S TAX-PROMOTIONAL FUND	143,846	220,204	0	3,183	(3,183)	344,103	16,764		\$16,764
17	POLICE COURT BOND	8,538	0	0	0	0	0	8,538		\$8,538
19	COURT AUTOMATION FUND	55,207	78,593	0	20,639	(20,639)	60,597	52,564		\$52,564
20	LODGER'S TAX-CITY	178,954	434,495	0	35,970	(35,970)	450,013	127,466		\$127,466
21	D.A.R.E. DONATIONS FUND	13,644	7,684	0	0	0	13,845	7,483		\$7,483
22	DESIGNATED GIFT FUND	36,188	1,432	0	0	0	18,951	18,669		\$18,669
24	GRANT CAPITAL IMPROVEMENT	22,551	431,293	37,301	52,880	(15,579)	438,265	(0)		(\$0)
	Revision #8	0	0	10,000	0	10,000	0	10,000	0	\$10,000
	Total Revised Fund 24	22,551	431,293	47,301	52,880	(5,579)	438,265	10,000	0	10,000
27	MUNICIPAL COURT OPERATIONS	5,000	8,000	411,173	6,323	404,850	412,850	5,000		\$5,000
28	POLICE CONTINGENCY	48,059	8,473	0	0	0	14,684	41,848		\$41,848
31	CEMETERY-PERPETUAL CARE	756,079	19,809	0	0	0	0	775,888		\$775,888
32	COMMUNITY SERVICES	6,675	687,874	3,639,186	448,507	3,190,679	3,882,762	2,466		\$2,466
33	FIRE PROTECTION	573,162	625,103	0	0	0	1,061,463	136,802	45,056	\$91,746
	Revision #3	0	0	0	0	0	91,746	(91,746)	0	(\$91,746)
	Total Revised Fund 33	573,162	625,103	0	0	0	1,153,209	45,056	45,056	0
36	LAW ENFORCEMENT FUND	2,837	113,800	0	0	0	112,983	3,654		\$3,654
	Revision #8	0	0	10,000	0	10,000	0	10,000	0	\$10,000
	Total Revised Fund 36	2,837	113,800	10,000	0	10,000	112,983	13,654	0	13,654
37	STATE HIGHWAY FUND	95,365	47,347	0	1,124	(1,124)	37,095	104,493		\$104,493
38	TRAFFIC SAFETY FUND	54,398	30,496	0	0	0	38,000	46,894		\$46,894
39	STATE JUDICIAL	3,284	75,500	0	0	0	75,500	3,284		\$3,284
40	AIRPORT IMPROVEMENT PROJECTS	15,431	4,438,096	418,676	0	418,676	4,871,579	624		\$624
	Revision #8	0	0	100,000	0	100,000	0	100,000	0	\$100,000
	Total Revised Fund 40	15,431	4,438,096	518,676	0	518,676	4,871,579	100,624	0	100,624
42	1984 GROSS RECEIPTS TAX	2,398,093	1,553,412	0	3,530,292	(3,530,292)	0	421,213	217,173	\$204,040
	Revision #10	0	0	0	95,600	(95,600)	0	(95,600)	0	(\$95,600)
	Total Revised Fund 42	2,398,093	1,553,412	0	3,625,892	(3,625,892)	0	325,613	217,173	108,440
44	TRANSPORTATION FUND	588,481	1,596,894	2,088,078	167,316	1,920,762	4,034,408	71,729		\$71,729
	Revision #10	0	0	195,600	0	195,600	195,600	0	0	\$0
	Total Revised Fund 44	588,481	1,596,894	2,283,678	167,316	2,116,362	4,230,008	71,729	0	71,729
48	NEW MEXICO C.D.B.G.	104,343	607,625	200,000	0	200,000	804,343	107,625		\$107,625
49	1986 GROSS RECEIPTS TAX	8,408,689	1,592,894	241,859	1,994,878	(1,753,019)	1,332,933	6,915,631	268,113	\$6,647,518
50	PROPERTY ACQUISITION	177,503	1,956	354,998	0	354,998	457,300	77,157		\$77,157
53	GENERAL OBLIGATION	922,718	1,013,791	0	0	0	1,184,259	752,250		\$752,250
54	REVERSE OSMOSIS PROJECT RSV	166,001	5,791,133	0	0	0	5,937,988	19,146		\$19,146
56	99 GRT FLOOD CONTROL BOND PROJ	581,421	2,503,804	2,002,903	74,258	1,928,645	3,375,363	1,638,507		\$1,638,507
59	REVENUE BOND P & I FUND	7,708	1	2,791,665	0	2,791,665	2,791,665	7,709		\$7,709

61	MUNICIPAL INFRASTRUCTURE .0625%	558,127	386,385	0	811,800	(811,800)	0	132,712		\$132,712
	Revision #10	0	0	0	100,000	(100,000)	0	(100,000)	0	(\$100,000)
	Total Revised Fund 61	558,127	386,385	0	911,800	(911,800)	0	32,712	0	32,712
63	COMMUNITY DEVELOPMENT	81,664	121,525	338,302	45,791	292,511	492,045	3,655		\$3,655
65	INSPECTIONS	169	0	0	169	(169)	0	(0)		(\$0)
69	1994 GROSS RECEIPTS	1,569,147	1,542,430	23,356	2,460,119	(2,436,763)	0	674,814	569,230	\$105,584
71	ALAMO SENIOR CENTER	(93,958)	1,153,834	345,350	0	345,350	1,397,191	8,035		\$8,035
	Revision #8	0	0	100,000	0	100,000	0	100,000	0	\$100,000
	Revision #9	0	0	0	0	0	197	(197)	0	(\$197)
	Total Revised Fund 71	(93,958)	1,153,834	445,350	0	445,350	1,397,388	107,838	0	107,838
74	ALAMO SENIOR CENTER GIFT	112,314	20,747	0	92	(92)	132,969	0		\$0
75	RETIRED & SENIOR VOL. PROGRAM	(27,833)	261,577	59,281	13,962	45,319	274,063	5,000		\$5,000
	Revision #8	0	0	30,000	0	30,000	0	30,000	0	\$30,000
	Total Revised Fund 75	(27,833)	261,577	89,281	13,962	75,319	274,063	35,000	0	35,000
81	WATER/SEWER OPERATING	11,098,825	10,562,442	98,413	4,177,797	(4,079,384)	13,537,129	4,044,754	944,547	\$3,100,207
	Revision #4	0	0	0	0	0	1,216	(1,216)	0	(\$1,216)
	Total Revised Fund 81	11,098,825	10,562,442	98,413	4,177,797	(4,079,384)	13,538,345	4,043,538	944,547	3,098,991
82	98 JT WATER/SEWER BOND P&I	1,587,292	15,116	2,027,114	0	2,027,114	2,027,114	1,602,408	1,545,100	\$57,308
86	SOLID WASTE COLLECTION SYS.	283,177	2,016,674	0	129,169	(129,169)	1,855,297	315,385	309,216	\$6,169
88	BONITO CAMPGROUND	3,796,024	4,189,429	1,416,768	0	1,416,768	9,024,752	377,469		\$377,469
89	ESGRT .0625%	2,173,974	1,049,141	0	852,301	(852,301)	902,808	1,468,006		\$1,468,006
90	GOLF COURSE	172,343	1,299,018	143,834	55,066	88,768	1,462,188	97,941		\$97,941
	Revision #5	0	4,770	0	0	0	4,770	0		\$0
	Revision #6	0	115,000	0	0	0	64,006	50,994		\$50,994
	Total Revised Fund 90	172,343	1,418,788	143,834	55,066	88,768	1,530,964	148,935		148,935
91	AIRPORT	238,009	252,043	40,000	31,471	8,529	417,631	80,950	55,941	\$25,009
	Revision #1	0	1,075	0	0	0	0	1,075	0	\$1,075
	Total Revised Fund 91	238,009	253,118	40,000	31,471	8,529	417,631	82,025	55,941	26,084
94	OTERO GREENTREE REG LANDFILL	3,658,863	1,059,091	0	1,720	(1,720)	2,355,441	2,360,793	1,558,302	\$802,491
96	SELF-INSURED FUND	741,610	67,426	0	300,000	(300,000)	57,544	451,492		\$451,492
98	PAYROLL CLEARING	204,261	0	0	0	0	0	204,261		\$204,261
104	UTILITY DEPOSITS	699,256	0	0	0	0	0	699,256		\$699,256
105	ECONOMIC DEVELOPMENT	5,407,926	953,770	0	0	0	1,539,606	4,822,090		\$4,822,090
107	SELF INSURED/LIABILITY	468,422	4,651	140,640	0	140,640	252,000	361,713		\$361,713
109	2004 GRT CAPITAL OUTLAY	9,012,661	3,130,734	197,473	1,118,721	(921,248)	9,525,887	1,696,260	559,361	\$1,136,899
113	2009 G.O. BOND ACQ FUND	486,186	0	2,571,040	0	2,571,040	3,050,463	6,763		\$6,763
114	SIDEWALKS REVOLVING LOANS	131,446	1,728	0	0	0	100,360	32,814		\$32,814
115	CORP ESCROW ACCOUNT RESV	0	0	0	0	0	0	0		\$0
116	REG WATER SUPPLY TRANS LN	26,917	1,227,439	217,312	241,859	(24,547)	1,226,924	2,885		\$2,885
117	2011 JT W/S REF/IMP REVBD	638,381	0	0	0	0	635,228	3,153		\$3,153
118	2011 NMFA ST GRT STREET #15	197,473	0	0	197,473	(197,473)	0	(0)		(\$0)
119	2012 GRT REF/IMP REVBD	1,522,795	2,050,000	0	0	0	3,572,795	(0)		(\$0)
	Revision #7	0	0	0	0	0	0	0	0	\$0
	Total Revised Fund 119	1,522,795	2,050,000	0	0	0	3,572,795	(0)	0	(0)
121	2015 GO BONDS-FUN CENTER	5,960,219	10,000	0	0	0	5,929,500	40,719		\$40,719
122	2015 GO BONDS-STREETS	4,389,889	10,000	0	0	0	4,340,827	59,062		\$59,062
901	HOUSING LOW RENT OPERATING	1,091,702	871,281	0	0	0	1,241,199	721,784	496,480	\$225,304
903	HOUSING HOMEOWNERSHIP OPER	699,284	48,120	0	0	0	269,792	477,612	11,917	\$465,695
904	HOUSING CAPITAL FUND PROJECTS	0	1,272,904	0	0	0	1,272,904	0		\$0
TOTALS FY2016		80,194,054	72,581,342	23,820,404	23,820,404	0	115,939,354	36,836,042	10,701,652	35,853,654

Prior Resolution		80,194,054	72,439,604	23,374,804	23,374,804	0	115,575,135	37,058,523	
#8	Adjustments to Resolution 2016-24	0	141,738	445,600	445,600	0	364,219	(222,481)	

Resolution # 2016-24 JUNE 28, 2016

RECURRING/ NON- RECURRING	FUND NO.	LINE ITEM NO.	LINE ITEM DESCRIPTION	ORIGINAL BUDGET AMOUNT	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
<u>REVISION #1</u>						
This budget revision is requested to increase revenue and decrease expenditures to correct the budget for the City's Lease commitments. The General Fund/Nondepartmental pays the City Committed Leases for Airport Hangers for the Civil Air Patrol, Forest Service and Exile. The City pays the airport the value of the leases plus a CPI-U increase each year.						
	11	GENERAL FUND				
		<i>Expenditures</i>				
Recurring		011-2400-419.57-59	Bldg/Land-Rental/Lease	76,344	(10,925)	65,419
	91	AIRPORT				
		<i>Revenues</i>				
Recurring		091-0000-314.13-87	City Lease Commitments	64,344	1,075	65,419
<u>REVISION #2</u>						
This budget revision is requested to increase revenue and expenditures to balance FG1401 (FEMA AFG Operation Grant). The original grant included in the budget was \$84,093 of which \$48,960 has been received. The grant amount spent is \$75,827 which left \$17,609, which includes the City Match, was not carried over due to closing at the end of FY15. At a later date, the Fire Department was given an extension to spend the funds. The budget revision is to budget for the additional unspent funds. The revision also is to increase revenues to balance the project revenue for FG1401. The project has the correct grant amount of \$84,093, the line has \$63,298. The revision balances the line and the project. Funds are requested from fund balance.						
	11	GENERAL FUND				
		<i>Revenues</i>				
Non-recurring		011-0000-317.16-73	Federal Grant	63,298	20,795	84,093
		<i>Expenditures</i>				
Non-recurring	FG1401	011-4304-420.57-34	Contract Services	0	12,390	12,390
	FG1401	011-4304-420.56-05	Training & Travel	1,967	5,219	7,186
			Total Expenditures	1,967	17,609	19,576
<u>REVISION #3</u>						
This budget revision is requested to increase expenditures due to balance FG1601 (Fire Protection Grant). The City match for the Fire Protection Grant is 25% (\$25,000). The funds are requested from fund balance						
	33	FIRE PROTECTION FUND				
		<i>Revenues</i>				
Non-recurring	FG1601	033-0000-317.16-13	State Grant	0	100,000	100,000
		033-0000-317.16-13	State Grant	100,000	(100,000)	0
			Total Revenues	100,000	0	100,000
		<i>Expenditures</i>				
	FG1601	033-0000-421.61-85	CER Equipment Replacement	33,829	91,746	125,575
<u>REVISION #4</u>						
This budget revision is requested to increase expenditures due to higher than expected water and sewer line failures resulting in substantially more overtime and more safety supplies. Vehicle repairs were high than anticipated due to an aging fleet. Reductions in the listed budgets will have no adverse impact due to it being the end of fiscal year.						
	81	WATER/SEWER OPERATING				
		<i>Expenditures</i>				
Recurring		081-5503-461.20-04	Overtime	70,000	17,000	87,000
		081-5503-461.20-07	Standby Compensation	5,300	(1,000)	4,300
		081-5503-461.30-40	Office Supplies	700	100	800
		081-5503-461.30-55	Fuels	35,284	(15,000)	20,284
		081-5503-461.31-31	Equipment	9,965	(500)	9,465
		081-5503-461.31-50	Safety Supplies	8,500	850	9,350
		081-5503-461.44-21	Fleet Commercial Parts	30,375	660	31,035
		081-5503-461.56-05	Training & Travel	5,500	(444)	5,056
		081-5503-461.56-45	Membership & Dues	500	(350)	150
		081-5503-461.57-58	Equipment Rental/Lease	100	(100)	0
			Total Expenditures	166,224	1,216	167,440

REVISION #5

This budget revision is requested to increase revenue and expenditures for funds from sale of scrap. The funds will be used for small equipment to upgrade the John Deere Pro Gator utility vehicle.

	90	GOLF COURSE				
		<i>Revenues</i>				
Non-recurring		090-0000-316.15-05	Sale of Scrap	0	4,770	4,770
		<i>Expenditures</i>				
Non-recurring		090-0101-456.30-55	Equipment	41,700	4,770	46,470

REVISION #6

This budget revision is requested to increase revenue and expenditures to increase the Golf Pro to include the Retainer fee which was not included in the original budget and to increase the amount of Revenues received over budget and include the Pro Share of those revenues.

	90	GOLF COURSE				
		<i>Revenues</i>				
Recurring		090-0000-316.13-78	19th Hole Rental & Fees	615,000	115,000	730,000
		<i>Expenditures</i>				
		090-0001-456.57-63	Services/Golf Pro	843,003	64,006	907,009

REVISION #7

This budget revision is requested to increase expenditures to reassign finds from Project CS2023 (Quality of Life Parks & Rec Upgrades) to build a permanent stage with a red frame roof at Washington Park for community use. This stage will require permitting and payment for electricity if used. It will work much like the process when you book the Pavilion.

	119	2012 GRT REF/IMP REVBD				
		<i>Expenditures</i>				
Non-recurring	CS2023	119-6199-990.63-91	Building Improvements	228,794	(36,500)	192,294
	CS2024	119-6199-990.66-01	Recreation	0	36,500	36,500
			Total Expenditures	228,794	0	228,794

REVISION #8

This budget revision is to budget funds to cover the DFA directive that Municipalities can't have any negative beginning or ending cash balances on the budget documents. The revision is to budget for possible ending cash deficits for Funds with Grants that we have not received reimbursements for at year-end. These are funds we anticipate could end the year with a deficit. The transfer will be reversed after the reimbursement causing the deficit has been received. The reversal of these will be budgeted in FY17.

	11	GENERAL FUND				
		<i>Transfers Out</i>				
Non-recurring		011-0000-491.18-24	Transfer to (24) Capital Imp	0	10,000	10,000
		011-0000-491.18-36	Transfer to (36) Law Inf	0	10,000	10,000
		011-0000-491.18-40	Transfer to (40) Airport Imp	0	100,000	100,000
		011-0000-491.18-71	Transfer to (71) Senior Cntr	345,350	100,000	445,350
		011-0000-491.18-75	Transfer to (75) RSVP	59,281	30,000	89,281
			Total Transfers Out	404,631	250,000	654,631
	24	GRANT CAPITAL IMPROVEMENT				
		<i>Transfers In</i>				
Non-recurring		024-0000-391.19-11	Transfer fr (11) General Fund	0	10,000	10,000
	36	LAW ENFORCEMENT FUND				
		<i>Transfers In</i>				
Non-recurring		036-0000-391.19-11	Transfer fr (11) General Fund	0	10,000	10,000
	40	AIRPORT IMPROVEMENT PROJECTS				
		<i>Transfers In</i>				
Non-recurring		040-0000-391.19-11	Transfer fr (11) General Fund	0	100,000	100,000
	71	ALAMO SENIOR CENTER				
		<i>Transfers In</i>				
Non-recurring		071-0000-391.19-11	Transfer fr (11) General Fund	345,350	100,000	445,350
	75	RETIRED SENIOR VOLUNTEER PROGRAM				
		<i>Transfers In</i>				
Non-recurring		075-0000-391.19-11	Transfer fr (11) General Fund	59,201	30,000	89,201

REVISION #9

This budget revision is to increase revenues and expenditures for Internal Services for the Senior center Physical Fitness Program Facility Maintenance Fees. The budget was incorrectly entered in the FY16 Budget.

	12	INTERNAL SERVICES				
		<i>Revenues</i>				
Recurring		012-3303-316.15-39	Facility Maintenance Fees	39,122	98	39,220
	71	ALAMO SENIOR CENTER				
		<i>Expenditures</i>				
Recurring		071-8030-445.44-24	Facility Maintenance Fees	1,372	197	1,569

REVISION #10

This budget revision is to increase expenditures to cover the cost on construction of FEMA 4197 Debris Removal Project (EN1602). Bids were open on June 20, 2016. When the contract is complete, the City will request additional grant funds to cover the increased cost.

	42	1984 GROSS RECEIPTS TAX				
		<i>Transfer Out</i>				
Non-Recurring		042-0000-491.18-44	Transfer to (44) Transp	1,801,876	95,600	1,897,476
	44	TRANSPORTATION				
		<i>Transfer In</i>				
Non-Recurring	EN1602	044-0000-391.19-42	Transfer fr (42) 84 GRT	1,801,876	95,600	1,897,476
	EN1602	044-0000-391.19-61	Transfer fr (61) 91 GRT Inf	194,682	100,000	294,682
			Total Transfers In	1,996,558	195,600	2,192,158
		<i>Expenditures</i>				
Non-Recurring	EN1602	044-9799-990.65-99	In-House Engineering	577,837	195,600	773,437
	61	MUNICIPAL INFRASTRUCTURE .0625%				
		<i>Transfer Out</i>				
Non-Recurring		061-0000-491.18-44	Transfer to (44) Transp	194,682	100,000	294,682

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENT

REVISÉD 12/08/06

ENTITY NAME:	City of Alamogordo
FISCAL YEAR:	2015/2016
DFA Resolution Number:	

For Local Government Division use only:

(A)	(B)	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
ENTITY RESOLUTION NUMBER	FUND					
2016-24 #1	101	EXPENDITURE	\$13,078,722	(\$10,925)	\$13,067,797	Balance Lease Commitments
2016-24 #2	"	EXPENDITURE	\$13,067,797	\$17,609	\$13,085,406	Balance Project
2016-24 #8	"	TRANSFER TO	(\$6,600,201)	(\$250,000)	(\$6,850,201)	Anticipate ending negative balances
2016-24 #1	"	REVENUE	\$16,445,902	\$20,795	\$16,466,697	Balance Project
2016-24 #3	209	EXPENDITURE	\$1,061,463	\$91,746	\$1,153,209	Balance Project
2016-24 #8	211	TRANSFER FROM	\$0	\$10,000	\$10,000	Anticipate ending negative balances
2016-24 #10	216	TRANSFER FROM	\$2,088,078	\$195,600	\$2,283,678	FEMA Project
2016-24 #10	"	TRANSFER TO	(\$3,698,732)	(\$95,600)	(\$3,794,332)	FEMA Project
2016-24 #10	"	EXPENDITURE	\$4,071,503	\$195,600	\$4,267,103	FEMA Project
2016-24 #8	219	TRANSFER FROM	\$404,631	\$130,000	\$534,631	Anticipate ending negative balances
2016-24 #9	"	EXPENDITURE	\$1,671,254	\$197	\$1,671,451	Internal Service Correction
2016-24 #8	300	TRANSFER FROM	\$6,241,562	\$110,000	\$6,351,562	Anticipate ending negative balances
2016-24 #10	"	TRANSFER TO	(\$4,491,869)	(\$100,000)	(\$4,591,869)	FEMA Project
2016-24 #4	500-Water	EXPENDITURE	\$13,537,129	\$1,216	\$13,538,345	Cover deficit
2016-24 #1	500-Airport	REVENUE	\$252,043	\$1,075	\$253,118	Balance Lease Commitments
2016-24 #5	500-Golf Course	REVENUE	\$1,299,018	\$4,770	\$1,303,788	Sale of scrap
2016-24 #5	"	EXPENDITURE	\$1,462,188	\$4,770	\$1,466,958	Sale of scrap
2016-24 #6	"	REVENUE	\$1,303,788	\$115,000	\$1,418,788	Golf Pro Fees
2016-24 #6	"	EXPENDITURE	\$1,466,958	\$64,006	\$1,530,964	Golf Pro Fees
2016-24 #9	600	REVENUE	\$417,846	\$98	\$417,944	Internal Service Correction
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Total Adjustments				\$505,957		

ATTEST: _____
 Title (Date)

Mayor/Board Chairman (Date)

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/22/2016

Report No: 8.

Submitted By: Evelyn Huff, Housing
Authority Manager

Subject: Consider, and act upon, Resolution No. 2016-27 requesting approval of HUD Form 52574 - PHA Board Resolution Approving Operating Budget for the Fiscal Year 2017 budget. *(Evelyn Huff, Housing Authority Manager)* **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact: No Fiscal Impact

Recommendation: Approve Resolution 2016-27 requesting the approval of HUD form 52574 - PHA Board Resolution Approving Operating Budget. **(Roll Call Vote required)**

Background:

Each year HUD requires that housing authorities submit HUD Form 52574 - PHA Board Resolution Approving Operating Budget. Housing Authorities are required to submit this form to the field office by July 1. The Housing Authority Advisory Board has reviewed both the operating budget and the HUD form 52574 at the June 23, 2016 meeting and has recommended the approval of both.

RESOLUTION NO. 2016-27

**A RESOLUTION REQUESTING APPROVAL OF HUD FORM 52574 - PHA BOARD
RESOLUTION APPROVING OPERATING BUDGET**

WHEREAS; HUD requires submission of HUD Form 52574 annually: and,

WHEREAS; the HUD Form 52574, for Fiscal Year 2017 has been prepared in accordance with HUD guidelines;

WHEREAS; the Fiscal Year 2017 Housing Authority Operating Budget has been prepared in accordance with HUD guidelines and city policy;

WHEREAS; a copy of HUD Form 52574 is attached and incorporated herein;

WHEREAS; the Housing Authority Advisory Board has recommended the adoption of HUD Form 52574;

BE IT THEREFORE RESOLVED by the City Commission of the City of Alamogordo, New Mexico; that the Housing Authority's HUD Form 52574 is approved and the Mayor is given authorization to sign HUD form 52574

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Alamogordo this 28th day of June, 2016.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

By: _____
Richard A. Boss, Mayor

ATTEST:

Nancy Jacobs, City Clerk

APPROVED AS TO FORM:

Stephen P. Thies, City Attorney

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of the City of Alamogordo PHA Code: NM004

PHA Fiscal Year Beginning: July 1, 2016 Board Resolution Number: 2016-27

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 06/28/2016
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Richard A Boss	Signature:	Date:
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AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 9.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, the payment of a incentive compensation to previous Interim City Manager George Straface. (*Steven Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: The employee contract for Interim City Manager George Straface states:

3 f) - Incentive Compensation - An incentive compensation bonus of up to Fifteen Thousand and no/100 (\$15,000.00) Dollars may be awarded at the conclusion of this Agreement based upon the provisions of Section 6 (Performance Evaluation). In the event Straface does not serve as the Interim City Manager for at least six (6) months, the maximum incentive compensation shall be reduced by a pro-rata portion for each month that Straface does not serve in that capacity. For example, if Straface serves as Interim City Manager for five months, the maximum incentive compensation that the Commission may award to Straface would be \$12,500 (\$15,000 x 5/6).

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim Employment Agreement, made and entered into by and between the City of Alamogordo, New Mexico, a New Mexico home-rule municipal corporation ("City") and Dr. George Straface ("Straface"), an individual who has the education, training and experience management to perform the management services described in this agreement.

WHEREAS, City desires to employ the services of Dr. George Straface as Interim City Manager of the City of Alamogordo, New Mexico, as provided in Section 2-03-055 through Section 2-03-120, *Code of Ordinances of the City of Alamogordo, New Mexico*; Article XI, Charter for the City of Alamogordo, New Mexico, and, Article 14, Chapter 3 NMSA 1978, as amended; and;

WHEREAS, the City has offered Straface employment in that capacity for such compensation, benefits and under the terms and conditions set forth below; and

WHEREAS, Straface is willing to accept employment as Interim City Manager of the City of Alamogordo, New Mexico, on such terms.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Employment.**

a. Term. The City hereby employs Straface, and Straface hereby accepts employment, upon the terms of and conditions set forth below. The term of this agreement shall be effective October 1, 2015 ("Commencement Date"), and shall continue for an indefinite term.

b. Full-time status. Straface acknowledges the proper performance of Straface's duties as Interim City Manager require Straface to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Straface agrees to devote such additional time as is necessary for the full and proper performance of Straface's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted to Straface, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Interim City Manager. Straface shall devote his full working professional time and attention to his employment by the City, Straface shall not, without the prior written consent of the City, directly or indirectly render services, which are similar in nature to the duties to be performed by Straface under this Agreement, to or for any person, firm or governmental entity for compensation. The expenditure of reasonable time and resources for civic and community activities, or for participation in training, conferences, professional organizations, and other similar activities related to the profession of municipal manager shall not be deemed a breach of this provision.

2. **Duties and Authority**. City agrees to employ Straface to perform the customary functions and duties of a city manager, as provided by the Alamogordo City Charter, the Code of Ordinances of the City of Alamogordo, the Alamogordo Personnel Manual, and to perform other legally permissible and proper duties and functions as delegated by the City Commission.

3. Compensation and Benefits.

a. Base Salary. City agrees to pay Straface a monthly base salary of \$10,000.00, payable in installments at the same time that the other management employees of the City are paid.

b. Paid Time Off (PTO). Straface shall accrue PTO on an annual basis at the same rate provided to all other regular full-time City employees in the Personnel Manual. Straface shall receive cash payment of up to 240 hours of accrued PTO in the event the Straface's employment is terminated. PTO in excess of 240 hours will be forfeited. Notwithstanding any contrary provision in the Personnel Manual, Straface shall begin accruing PTO as of the Commencement Date.

c. Executive Leave. Straface shall annually be credited with days (10) days of executive leave in each fiscal year. This leave will be prorated based on the effective date of this contract. Executive leave may not be carried over, nor may it be converted to cash upon termination.

d. Retirement. City shall enroll Straface into the Public Employees Retirement Association ("PERA") and make all the appropriate contributions on Straface's behalf as provided for in City's resolution concerning contributions to PERA for non-represented City employees.

e. General Business Expenses.

(1) City agrees to pay for professional dues and subscriptions of Straface necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Straface's continued professional participation, growth, and advancement, and for the good of the City as the City Commission deems appropriate.

(2) City agrees to pay for travel and subsistence expenses of Straface for professional and official travel, meetings, and occasions to adequately continue the professional development of Straface and to pursue necessary official functions for City as the City Commission deems appropriate.

(3) City acknowledges the value of having Straface participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable Straface to become an active member in local civic clubs or organizations as the City Commission deems appropriate

f. Incentive Compensation. An incentive compensation bonus of up to Fifteen Thousand and no/100 (\$15,000.00) Dollars may be awarded at the conclusion of this Agreement based upon the provisions of Section 6. In the event Straface does not serve as the Interim City Manager for at least six (6) months, the maximum incentive compensation shall be reduced by a pro-rata portion for each month that Straface does not serve in that capacity. For example, if Straface serves as Interim City Manager for five months, the maximum incentive compensation that the Commission may award to Straface would be \$12,500 (\$15,000 x 5/6).

4. Termination. Straface shall serve at the pleasure of the City Commission, and the City Commission may terminate Straface's employment at any time, for any reason or for no reason. For the purpose of this agreement, termination shall occur when:

- a. The majority of the governing body votes to terminate Straface at a duly authorized public meeting.
- b. If the City, citizens or legislature acts to amend any provisions of the Alamogordo City Charter, Code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of Straface's position that substantially changes the form of government, Straface shall have the right to declare that such amendments constitute termination.
- c. If Straface resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body that Straface resign, then Straface may declare a termination as of the date of the suggestion.
- d. Breach of contract declared by either party with a 30 day cure period for either Straface or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 12.

5. Resignation. In the event that Straface voluntarily resigns his/her position with the City, Straface shall provide a minimum of 30 days notice unless the parties agree otherwise. All salary payable to Straface under this Agreement shall cease following 30 days notice to the Mayor. The City, in its sole discretion, elect to accelerate Straface's departure date from the City upon receipt of Straface's notice. In that event, Straface shall be paid through the 30th day following the notice given.

6. Performance Evaluation. At the conclusion of this agreement, the City Commission shall evaluate the services of Straface based upon his achievement of the following goals:

- a. Provide Transitional Leadership;
 - (1) Communication;
 - (2) Problem solving;
 - (3) Coordination; and
 - (4) Decision Making.
- b. Refine, Develop (if necessary) and Implement core systems:
 - (1) Communications;
 - (2) Decision Making;
 - (3) Planning
 - (i) Operational;
 - (ii) Strategic.
 - (4) Budget/Allocation;
 - (5) Evaluation;
 - (6) Grievance/Feedback; and
 - (7) Employee Relations.
- c. Impact Internal Culture
 - (1) Core Values;
 - (2) 7 "C's"; and

(3) George's Expectations.

- d. Provide leadership to the City Commission in conducting of a search for the permanent city manager.

The City Commission shall use the evaluation criteria set forth in Attachment A to this Agreement when evaluating whether Straface has achieved the above described goals. Further, Straface will provide the results of a city staff survey for use by the Commission in its evaluation. Straface shall present the language of the staff survey to the Commission for its review and approval prior to submitting the survey to city staff. Upon successful achievement of the above described goals, Straface will be entitled to receive the incentive payment of up to Fifteen Thousand and no/100 (\$15,000.00) Dollars described in Section 3.f of this agreement.

7. Administrative Supervision and Control. Straface shall be subject to the administrative supervision and control of the City Commission, subject to his compliance at all times with state, federal and local law, as well as the International City/County Management Association Code of Ethics. City staff shall be subject to the administrative supervision and control of Straface.

8. Outside Activities. The employment provided for by this Agreement shall be Straface's sole employment. Upon obtain prior approval from the City Commission, Straface may engage in outside consulting or teaching opportunities.

9. Litigation Expenses. City shall pay all reasonable litigation expenses of Straface throughout the pendency of any litigation to which Straface is a party, witness or advisor to the City. Such expense payments shall continue beyond Straface's service to the City as long as litigation is pending.

10. Bonding. City shall bear the full cost of any fidelity or other bonds required of Straface under any law or ordinance.

11. Other Terms and Conditions of Employment. The City, only upon agreement with Straface, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Straface, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter for the City of Alamogordo, or any other law.

12. General Provisions.

a. Integration. This Agreement sets forth and establishes the entire understanding between the City and Straface relating to the employment of Straface by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

b. Binding Effect. This Agreement shall be binding on the City and Straface as well as their heirs, assigns, executors, personal representatives and successors in interest.

c. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and

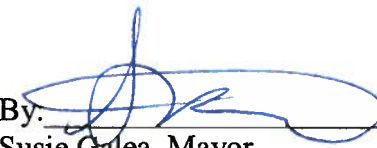
effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

d. Notices. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the Mayor with a copy to the City Attorney at 1376 E. Ninth Street, Alamogordo, New Mexico 88310, and to Straface's home address on file in the Personnel Department. Alternatively, notices required pursuant to this Agreement may be (1) personally served; (2) served in the same manner as is applicable to civil suits in the state of New Mexico; or (3) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

IN WITNESS WHEREOF, the City of Alamogordo has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Straface has signed and executed this Agreement, both in duplicate, on the date set forth opposite the signature of each party.

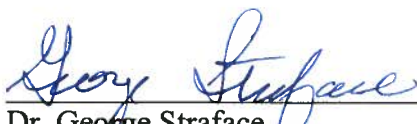
CITY OF ALAMOGORDO, NEW MEXICO,
a New Mexico municipal corporation

Date: 9/29/15

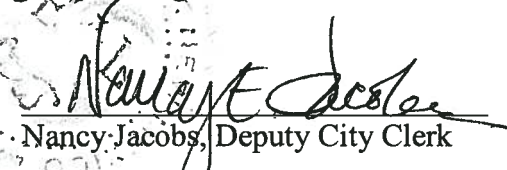
By: 
Susie Galea, Mayor

INTERIM CITY MANAGER

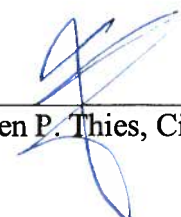
Date: 10/1/15


Dr. George Straface




Nancy Jacobs, Deputy City Clerk

APPROVED AS TO FORM:


Stephen P. Thies, City Attorney

Performance Evaluation Attachment
9/28/2015

The Interim City Manager will:

1. Provide transitional leadership by communicating problem solving, coordinating departments and modeling effective decision making.

Evaluate by direct observation by Commissioner's support by written documentation when appropriate.

2. Refine, develop (if necessary) and measure core systems such as:

- Communicating
- Decision making
- Planning
- Budget preparation and resource allocation
- Evaluation and discipline procedures
- Grievance procedures
- Leadership training
- Employee relation

Evaluation – specific written documentation of systems provided by the Interim City Manager.

3. Support Internal Culture by using “7 C’s core values” and specific expectations.

Evaluation – staff randomly surveyed at the end of the Interim tenure with a 90% positive response.

4. Provide leadership to the City Commission and direction to City Staff in conducting a search for the permanent City Manager.

Evaluation – Successful completion of the search and it's components to the satisfaction of the Commission.

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/23/2016

Report No: 10.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, the award of the Family Fun Center Project to one of two bidding contractors evaluated by an Independent Design Consultant . *(Stephen Thies, City Attorney)*

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Award the Project

Background: On Wednesday, June 22nd, the Independent Design Consultant interviewed both design/build companies. Two hours were allotted for each company. Per the direction of the Commission, the original scoring criteria was utilized when scoring each proposal. Included with your agenda is a copy of the proposal submitted by each company.

Attached you will find a spreadsheet showing the scoring results for each company. A total of 2,250 points was available. 1,000 points were allocated to the design/build component. Another 1,000 were allocated to the operate/maintain (lease) component. And finally, an additional 250 points were allocated for the interview.

The total points awarded to each company by the Independent Design Consultant is as follows:

White Sands Construction - 1,695

Stardust Lanes - 810

The cost proposal submitted by each company is as follows:

White Sands Construction: \$5,897,999.88 with no excluded equipment

Stardust Lanes: \$6,199,416.00 with \$461,000 in excluded equipment

Stardust Lanes did submit an optional cost proposal of \$5,900,000. The proposal would require the City to

deed the property to Stardust Lanes.

Lease proposals are difficult to quantify from a dollar perspective.

Staff requests the Commission to award the project.

Provided the Commission awards the project, the next stage involves further discussions/negotiations with the selected design/builder. The Commission might want to give consideration to appointing a sub-committee consisting of two or three commissioners to be involved in these discussions/negotiations.

Criteria	Evaluation Criteria	Points	Evaluation	White Sands	Comments
Project staffing, labor capabilities, reliable staffing sources, reliable project staffing.		200			Very organized presentation. Construction team seems very capable. Design team experience in this type of project is limited. Management team has numerous projects and should be able to train the staff for the management of the entertainment part of the project.
	organization chart of key project personnel		130-200	100	
	Design Team		80-129	50	
	Construction Team		1-79	50	
Past performance, documented record of performance of the team on projects of a similar nature relative to budget and schedule, quality of work and customer satisfaction, compliance with applicable laws and regulations, and safety record.		150			Well documented projects - I am confident the Contractor can handle this project. They gave us many examples of successful projects. The design team has a good background handling some types of Entertainment projects - just not exactly this type. Their strength is the Entertainment part - the food part is a concern as this building is a big Restaurant. The quality of work both do is good and customer satisfaction for some other types of projects is good.
	Design Team - 5 projects		110-150 (2)	100	
	Construction Team - 5 projects		60-109 (2)	50	
	design/build projects		1-59 (1)		
Quality of proposed design solution, including required technical submittals.	Attach Contractor's "Final Application and Certification for Payment"				
		150			
	functional organization		80-100 exceeds		
	space allocation		30-79 meets	75	
	functional and operational requirements as reflected in site and building layout		1-29 not meet		The layout has limitations probably created by the inclusion of only 30,300 sq. ft. The game room is small with room for only 36 games, the bar is poorly located, the restaurant is hidden, the kitchen location acts as a barrier in the most valuable area of the building, and the customer service has no place to take the money too that is close. The redemption area is hidden and small. The exterior design is good for this type of building and the glow of color changing LED lighting is entertainment oriented. Very limited information on the interior - so I cannot comment on that proposed look.
	general color scheme, style of furniture, fixtures, materials to be used for flooring, walls, and lighting		1-50 Restaurant	25	
	proposed menu				
Quality of construction approach.		150			The building can be design to be more efficiently but the quality of the construction approach is good. They had great ideas on enhancements to reduce costs to operate the building.
	quality of products		100-150 exceeds		
	system enhancements to reduce life cycle costs of the building		30-99 meets	95	
			1-29 not meet		

Management plan for constructing the project.		100			The manage plan to construct the building meets expectations for the design of this type of building.
	Describe how the construction will be managed		80-100 exceeds		
	Address project specific criteria		30-79 meets	75	
	Address protocol to support optimization of sustainability principles		1-29 not meet		
Cost and schedule.		250			The time table proposed meets our requirements. They look like they have the ability to deliver the project. The completion date is 365 days after Notice to Proceed. The total cost is reasonable.
	Indicate critical dates		200-250 high quality	200	
	Describe ability of the firm to deliver the project		1-199 good quality		
	Final Completion and Certificate of Occupancy no later than 365 days after Notice to Proceed		0 inadequate		
	The total cost will be evaluated and substantiated for reasonableness				
		250	interview	225	
Management/Operating Plan		300		250	The management plan is good - my only concern is the management of the food piece.
Business/Financial Plan		300		200	The business financial plan was reasonable but very conservative. My hope would be to do much better than this income projection. The weakest area is the income from Food and Beverage. Expenses seem reasonable.
Lease Payments		400		200	They have yet to work out the lease arrangements however at least there is money available to has a fruitful discussion based on their very conservative projections.
TOTAL POINTS				1695	

Criteria	Evaluation Criteria	Points	Evaluation	Stardust Lanes	Comments
Project staffing, labor capabilities, reliable staffing sources, reliable project staffing.	organization chart of key project personnel	200	130-200	40	Project staffing was a question based on the Management being stationed in Los Angeles. They are confident they can handle the project remotely. The proposed management teams strength is the food piece. The construction team says they have the capability to build this project however; they have never done a project similiar to
	Design Team		80-129	40	
	Construction Team		1-79	50	
Past performance, documented record of performance of the team on projects of a similar nature relative to budget and schedule, quality of work and customer satisfaction, compliance with applicable laws and regulations, and safety record.		150			Not many documented projects of this type. They had a few examples of successful projects. The design team has handled similiar projects but not this exact type. The quality of work the manage team does to manage their project in Los Angeles is very good. However; I am concerned they can differentiate what they did there with what would be required to do in Alamogordo. The demographics are different.
	Design Team - 5 projects		110-150 (2)	50	
	Construction Team - 5 projects		60-109 (2)	25	
	design/build projects		1-59 (1)		
	Attach Contractor's "Final Application and Certification for Payment"				
Quality of proposed design solution, including required technical submittals.		150			The building in this case is larger. They proposed a 40,000 sq. ft. building. The functional layout of the space is poorly done (it resembles the design of Bowling Centers from the 1990's). In addition; the design did not meet the requirements of the RFP. They did not provide a Laser Tag arena which I believe is very important for this program. They added Billiard tables. They thought they would wok better than the Laser Tag. I thought they would work in LA but I was concerned with the type of customer they woul draw versus the type we want to cater to - Families. Laser Tag works better for families. The look they propose is what they have in LA but again we need a look for Alamogordo. The exterior design did not reflect an entertainment experience.
	functional organization		80-100 exceeds	45	
	space allocation		30-79 meets		
	functional and operational requirements as reflected in site and building layout		1-29 not meet		
	general color scheme, style of furniture, fixtures, materials to be used for flooring, walls, and lighting		1-50 Restaurant	40	
proposed menu					
Quality of construction approach.		150			The construction approach to building the building for materials and quality meets our requirements.
	quality of products		100-150 exceeds		
	system enhancements to reduce life cycle costs of the building		30-99 meets	80	
			1-29 not meet		

Management plan for constructing the project.		100			
	Describe how the construction will be managed		80-100 exceeds		The management plan for construction of the building meets expectations.
	Address project specific criteria		30-79 meets	65	
	Address protocol to support optimization of sustainability principles		1-29 not meet		
Cost and schedule.		250			
	Indicate critical dates		200-250 high quality		The proposed budget is more than the RFP budget. Stardust said they feel the City requires a different approach and they have offered to put in additional money to meet thrir approach. Thus the larger building with the design concept similiar to the LA project of the Management team. The schedule does not meet the RFP.
	Describe ability of the firm to deliver the project		1-199 good quality	75	
	Final Completion and Certificate of Occupancy no later than 365 days after Notice to Proceed		0 inadequate		
	The total cost will be evaluated and substantiated for reasonableness				
		250	interview	50	
Management/Operating Plan	Management/Operating Plan	300		200	The Management Operating Plan must resolve managing this type of Entertainment Project. The Management of the Food piece is very good.
Business/Financial Plan	Business/Financial Plan	300		50	The business financial plan was questionable. The projected income of \$700,000 was very low. That does not reflect what we are trying to design here. It does not reflect good management of a building you are spending a lot of money to build. As I told them - If this is all that it can do why build it.
Lease Payments	Lease Payments	400		0	When talking about the lease payments it became clear why the projections were so low. They want to negotiate a very low lease payment based on the projections they have submitted.
TOTAL POINTS				810	



**Design, Build, Operate, & Maintain |
Alamogordo Family Entertainment Center**
The City of Alamogordo | **AMENDED** RFP #2015-006

ATTENTION:

Barbara Pyeatt, Chief Procurement Officer

PURCHASING OFFICE:

The City of Alamogordo
2600 N. Florida
Alamogordo, NM 88310

SUBMITTED BY:



White Sands Construction, Inc.

McChristie Curry, Vice President

mcchristie@whitesandsconstruction.com

Office Address:

1700 10th Street | Alamogordo, NM 88310

Phone: 575.437.7816 | Fax: 575.437.0984



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- 1 - Preliminary Design Submittal
- 2 - Project Staffing
- 3 - Past Record of Performance
- 4 - Quality of Proposed Design Solution, including Technical Submittal
- 5 - Quality of Construction Approach
- 6 - Management Plan for Constructing the Project
- 7 - Project Schedule & Cost
- 8 - Operate/Maintain (Lease) Proposal

Disclosure of Proposal Data

“The information specifically identified on all pages of this proposal constitutes trade secrets or confidential commercial and financial information in which the offeror believes to be exempt from disclosure under the freedom of information act. The offeror requests that this information not be used in whole or in part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of this proposal, the government shall have the right to use this information to the extent provided in the contract.”



Cover Letter

To: City of Alamogordo Purchasing Office

From: White Sands Construction, Inc.

Subject: Cover Letter / Family Entertainment Center (AMENDED RFP #2015-006)

As a corporation recognized by the State of New Mexico having filed its Articles of Incorporation on June 19, 1991 and Certificate of Incorporation issued as of said date. White Sands Construction, Inc. "WSC" is pleased to provide our Request for Proposal ("RFP") to the City of Alamogordo ("COA"), for the Turnkey Design, Build, Operate and Maintain of the **"Alamogordo Family Entertainment Center" AMENDED RFP #2015-006**, due Tuesday, June 14, 2016 before 3:00 p.m. MDT.

WSC understands the nature of working for the COA from our previous work with the City of Alamogordo & Numerous Government Entities. The WSC Team has performed successfully for multiple federal, state and local government agencies across the State of New Mexico. WSC is based locally in Alamogordo, NM and will work together as an integrated team with our design partner Nichols, Naylor Architects, Inc. ("NNA"). WSC will be a value-added partner for this project based on our experience, proven quality work, & local manpower pool to support management functions and provide labor to assist in the performance of all requirements required for this project. WSC has over four decades of design-build government experience.

The following individuals are authorized to contractually obligate White Sands Construction, Inc. for this RFP:

- Ray Nell Crimmins, President – nell@whitesandsconstruction.com
- McChristie Curry, Vice President – [mccchristie@whitesandsconstruction.com](mailto:mcchristie@whitesandsconstruction.com)
- Catlin Curry, Chief Estimator – catlin@whitesandsconstruction.com
 - Telephone (575) 437-7816 and Fax (575) 437-0984

The person to contact for clarification questions and negotiations regarding this RFP for White Sands Construction, Inc. is:

- Catlin Curry, Chief Estimator
 - Telephone (575) 437-7816 ext.7
 - Fax (575) 437-0984
 - Email catlin@whitesandsconstruction.com



WSCI has selected the following consultants for our project team:

- Architect - Nichols, Naylor Architects, Inc.
- Structural Engineer - BHB Engineers, Inc.
- Civil Engineer - NNA
- Mechanical Engineer - Dale R. Wilde Co.
- Electrical Engineer - EDG Engineering
- Landscape Architect - NNA
- Specifications Writer - NNA
- Specialty Kitchen Consultant - NNA
- Specialty Bar Consultant - NNA
- Specialty Bowling Area & Furniture Consultant - U.S. Bowling
- Specialty Arcade Consultant - Betson
- Geotechnical Engineer - Terracon

WSCI has selected the following sub-contractors for our project team:

- Site-Work - Preslars Dirtworks
- Concrete – Coble Constructors
- Building Walls - WSCI & Other Subs
- Structural Frame - WSCI & Other Subs
- Standing Seam Roofing - CMB
- Plumbing - Darnold Plumbing
- Mechanical - Metal Craft Co.
- Electrical - Zuni Electric
- Specialty Bowling Equipment Work - U.S. Bowling

WSCI has selected NNA as our design partner. NNA will provide WSCI access to a complete team of Architects and Engineers that represent every major discipline required. (See selected consultants above) NNA takes pride in utilizing renewable and sustainable materials and techniques whenever possible, and always strives to maintain a low impact on the environment. NNA recognizes the opportunities and the importance of including sustainable building practices in all facets of their design services. Sustainable building design procedures can significantly mitigate and overcome negative environmental impacts and improve existing non-sustainable design, construction and facility-operating practices. NNA is also keen to the strict adherence of government design and building code compliance.

WSCI will deliver qualified professionals committed to complete this project on-time and within budget in a safe manner. Our team is based locally in Alamogordo with an established qualified subcontractor network in-place. (See selected sub-contractors above) The WSCI staff has the capability to provide construction services in all the areas of general construction. WSCI prides itself on the ability to deliver quality services that span the entire building process from pre-construction through project close-out in the areas of: interior & exterior finish, site utility survey and design-build new and remodel building projects. Our reputation is unsurpassed for completing projects on time, within budget, delivering quality services, and building lasting relationships.

We bring to every new customer an impressive record of success. Our company's focus is to provide our clients with competent and capable personnel who are prepared to assist in all phases from design and engineering through the construction phase.

Our company possesses the required personnel skills, equipment and resources to successfully manage large, technical and competitive projects in all areas of the construction industry. WSCI's team experience includes construction projects similar in size and scope to those required under this project. Our team's documented success on similar contracts is proof positive that our team can and will provide top notch construction services.



Design, Build, Operate & Maintain | Alamogordo Family Entertainment Center
The City of Alamogordo | **AMENDED** RFP #2015-006

I hereby make the unequivocal commitment that, in the event of an award of a contract to WSCI, we will fulfill our duties as required per the contract.

We believe WSCI is the right firm because:

- Depth of similar project experience
- Legacy of government work for over 35 years
- Seasoned professionals
- Dedicated construction administration staff
- Successful history on complicated projects
- Proven record of client satisfaction

You will see from the information we have submitted that our team has the technical expertise and comprehensive experience to work with you in meeting your project needs. We thank you for your consideration and look forward to having the opportunity to introduce our team to yours.

McChristie Curry, Vice President, White Sands Construction, Inc.



White Sands Construction, Inc. acknowledges receipt and presents the following attachments:

Signed Addendum #1, May 19, 2016
Signed Addendum #2, May 23, 2016
Signed Addendum #3, May 31, 2016
Signed Exhibit F Campaign Contribution Disclosure Form
Copy of City of Alamogordo Business Registration - Local Business Preference
Copy of Resident Contractors Certificate - In-State Preference
Copy of Public Works Registration - Requirement for Projects over \$60,000.00
Copy of Applicable NM Licenses
Copy of Certificate of Good Standing and Compliance

White Sands Construction, Inc. would like to discuss the following contract terms & conditions further:

- With respect to Section 7.2.2, it is unreasonable for the Design builder to be unable to rely on the authenticity or provenance of documents provided by the Owner. The Owner must be the definitive source, as to authenticity and provenance of all documents.
- With respect to Section 14.1.6, linking weather delays to precipitation in excess of NOAA averages is not a workable solution. The American Institute of Architects ("AIA") documents as written without the additions included in 14.1.6, provide an adequate basis for determining when weather delays should toll the date of substantial completion.
- Section 14.1.7 is poorly drafted and unclear. As written, it appears to allow the owner to seek consequential damages from an insurer. Presumably, the insurer would then be able to seek indemnification against the Design Builder. It is standard practice in the industry to provide for a clear, unambiguous waiver of consequential damages.

Building Tomorrow's Future Today...

White Sands
CONSTRUCTION, INC.

Submitted By: White Sands Construction, Inc. | **Amended RFP #2015-006**

Use or Disclosure of Information or Data contained on this page is subject to the restriction on the Table of Contents page of this proposal.



City of Alamogordo

Purchasing Department • 2600 N Florida • Alamogordo, New Mexico 88310 • (575) 439-4116 FAX (575) 439-4117

May 19th, 2016

To: All Bidders

**Re: Addendum No. 1
Amended RFP No. 2015-006 - 2
Alamogordo Family Entertainment Center Project**

Addendum Number 1 is issued to provide changes and/or clarifications to the above referenced RFP as per the following:

Question: Please clarify the tax rate to be included in the proposal.

Answer: It is the proposer's **responsibility to determine the applicable gross receipts and/or** compensating tax rate to be included in their fee proposal.

Question: Please clarify the extent and description of outline specifications that we need to provide – as described on page 7.

Answer: Outline specifications are intended to serve as the submittal packet of all of the products that are going to be incorporated in to the facility

Question: Please explain the reasoning for a cost breakdown on the equipment and furnishings per Exhibit C-2 and C-3.

Answer: No longer necessary.

Question: Will there be another copy of the original RFP issued, if so, when?

Answer: Yes – May 19th, 2016 labeled Amended RFP 2015-006 – 2

Question: Is the scoring committee going to review our old proposals, or do we need to submit 8 more copies?

Answer: No - Scoring will be completed by Independent design consultant. Please refer to the new RFP materials that will be presented and follow those instruction. All new materials need to be submitted. No reference should be made to previous submitted proposals.

Question: Can we present a slideshow at our interview?

Answer: Yes - slideshow is allowed at interview

Question: Will we receive our 6 boards back or do we need to produce copies of those again?

Answer: No. All new materials must be submitted.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each respondent shall acknowledge receipt of this Addendum Number One (1) using this acknowledgement page.

Please return signed copy to City of Alamogordo Purchasing Department 2600 N Florida Alamogordo NM 88310 or by email to bpyeatt@ci.alamogordo.nm.us or Fax to (575) 439-4117.

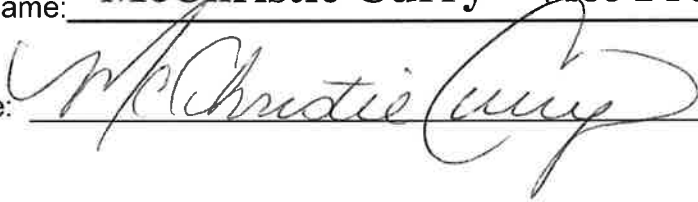
Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Date Received: May 19, 2016

Business Name: White Sands Construction, Inc.

Printed Name: McChristie Curry - Vice President

Signature: 





City of Alamogordo

Purchasing Department • 2600 N Florida • Alamogordo, New Mexico 88310 • (575) 439-4116 FAX (575) 439-4117

May 23rd, 2016

To: All Bidders

Re: Addendum No. 2
Amended RFP No. 2015-006 - 2
Alamogordo Family Entertainment Center Project

Addendum Number 2 is issued to provide changes and/or clarifications to the above referenced RFP as per the following:

Changes:

Location for the interviews with the Independent Design Consultant has changed. Interviews will be conducted the Public Works Conference room located at 2600 N Florida. Times of interviews remain the same.

Clarifications:

Clarification has been requested in reference to specification submittals for the designed – build portion of this project.

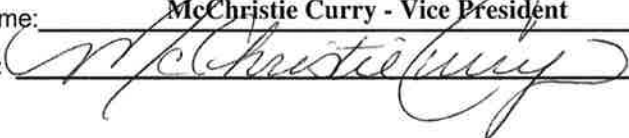
The purpose of requiring outline specifications is to assist the City is understanding what materials, systems, equipment and other components are being proposed. Each design-builder will need to determine the extent and detail of the outline specifications they submit. Whether the documents submitted adequately describe the character of the project and its elements will be determined by the Independent Design Consultant.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each respondent shall acknowledge receipt of this Addendum Number Two (2) using this acknowledgement page.

Please return signed copy to City of Alamogordo Purchasing Department 2600 N Florida Alamogordo NM 88310 or by email to bpyeatt@ci.alamogordo.nm.us or Fax to (575) 439-4117.

Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Date Received: May 23, 2016
Business Name: White Sands Construction, Inc.
Printed Name: McChristie Curry - Vice President
Signature: 





City of Alamogordo

Purchasing Department • 2600 N Florida • Alamogordo, New Mexico 88310 • (575) 439-4116 FAX (575) 439-4117

May 31st, 2016

To: All Bidders

**Re: Addendum No. 3
Amended RFP No. 2015-006 - 2
Alamogordo Family Entertainment Center Project**

Addendum Number 3 is issued to provide changes and/or clarifications to the above referenced RFP as per the following:

Question: Please confirm the General contractor will be responsible for Builders Risk Insurance.

Answer: Yes

Question: Please confirm any subcontractor over \$125,000 will be required to bond the project per the State Statute

Answer: Yes

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each respondent shall acknowledge receipt of this Addendum Number Three (3) using this acknowledgement page.

Please return signed copy to City of Alamogordo Purchasing Department 2600 N Florida Alamogordo NM 88310 or by email to bpyeatt@ci.alamogordo.nm.us or Fax to (575) 439-4117.

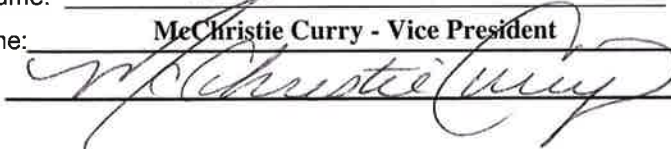
Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Date Received: May 31, 2016

Business Name: White Sands Construction, Inc.

Printed Name: McChristie Curry - Vice President

Signature: 



SECTION 7- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable Public Official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a Prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

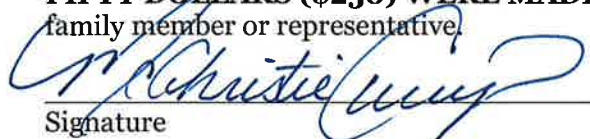
Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.


Signature

6-14-2016

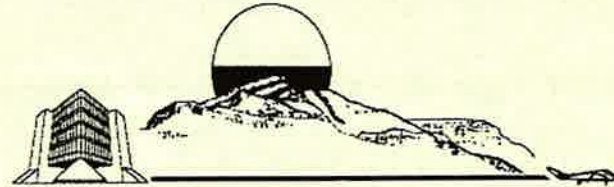
Date

Vice President

Title (Position)



City of Alamogordo



Business Registration

WHITE SANDS CONSTRUCTION INC.

1700 E TENTH ST

ALAMOGORDO NM 88310-0000

LICENSE NUMBER

16-00000512

EXPIRATION DATE

December 31, 2016

CLASSIFICATION

CONTRACTOR-GENERAL

Issued By
Department of the City Clerk

(575) 439-4205

Approved By

Nancy E. Jacobs

POST IN A CONSPICUOUS PLACE ON PREMISES OF BUSINESS

City Clerk

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

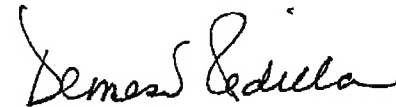
Issued to: **WHITE SANDS CONSTRUCTION INC**

DBA: **WHITE SANDS CONSTRUCTION INC**
PO BOX 1745
ALAMOGORDO, NM 88311-1745

Expires: **13-Jan-2018**

Certificate Number:

L1063155664



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Certificate of Public Works Registration

White Sands Construction, Inc.

Registration Date: 8/19/2014

PO Box 1745

Expiration Date: 9/17/2016

Alamogordo, NM 88311

Registration Number: 0115042009091

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

Bruce King
Governor

Ronald R. Beserra
Deputy Superintendent

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive
Santa Fe, New Mexico 87501

Jerry R. Manzagol
Superintendent

Orlando L. Romero
Director

CERTIFICATE OF QUALIFICATION #CQ057073

This is to certify that:

RAY NELL CRIMMINS

Qualifying for:

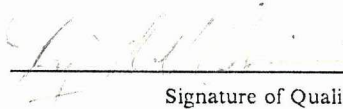
WHITE SANDS CONSTRUCTION, INC.

Has passed the examination for:

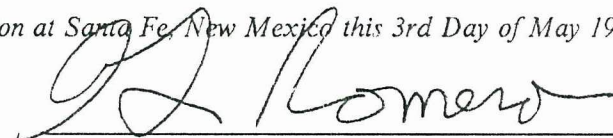
GB98

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my hand and the seal of the Construction Industries Division at Santa Fe, New Mexico this 3rd Day of May 1994



Signature of Qualifying Party



Director

NOTE: This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.

CERTIFICATION No. SPD .07C13.....

APR 08 1988
DATE ISSUED

WHITE SANDS CONSTRUCTION

IS HEREBY CERTIFIED

by the

Office of the State Purchasing Agent

to be a Resident Contractor as defined in Chapter 66: Laws of 1984; and per **Resident Contractor Certification Questionnaire** filed in the State Purchasing Agent's office.

.....
State Purchasing Agent

Bruce King
Governor

Ronald R. Beserra
Deputy Superintendent

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive
Santa Fe, New Mexico 87503

Jerry R. Manzagol
Superintendent

Robert M. Unthank
Director

PERMANENT LICENSE # 50235

This is to certify that:

WHITE SANDS CONSTRUCTION, INC.

Located at:

**P. O. BOX 1745
ALAMOGORDO**

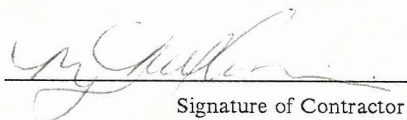
NM 88310

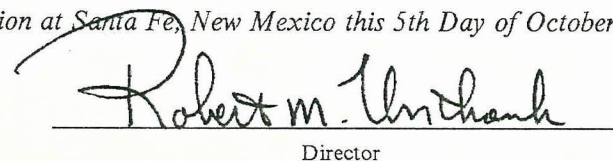
has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classifications of:

GB98

And to permit or contract projects singly in New Mexico for a dollar value of \$1,000,000+

Given under my hand and the seal of the Construction Industries Division at Santa Fe, New Mexico this 5th Day of October 1992


Signature of Contractor


Director

NOTE: This certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand.
This license is not transferable.

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

WHITE SANDS CONSTRUCTION, INC.

1526862

A corporation organized under the laws of New Mexico is duly authorized to transact business in New Mexico, as a Domestic Profit Corporation, under the

Business Corporation Act - (53-11-1 To 53-18-12 NMSA 1978)

having filed its Articles Of Incorporation on June 19, 1991 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entities financial condition or business activities and practices.

This good standing status expires on September 15, 2016

Certificate issued on **August 20, 2014**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



A handwritten signature in cursive script, reading "Dianna J. Duran", is written over a horizontal line.

Dianna J. Duran
Secretary of State



1. Preliminary Design Submittal

Design Narratives: (As Equals will be considered if approved by Architect)

Architectural Design Narrative:

The philosophy and design intent for the Alamogordo Entertainment Center is two-fold. First to develop a building that may be outwardly identified as an entertainment center, a facility that can be enjoyed by people of all ages, and a building that might be attractive to both young and old. Secondly the building must be durable, and long lasting. The building should be constructed of materials that will endure the test of time in both a physical and visual sense, while at the same time meeting the budget that has been provided. The proposed design uses classic linear forms as well as materials and colors that are reflective of the surrounding Desert Southwest.

The signature design element appears at the building's main entry where a tower element dominates the structure's main elevation. A glazed section caps the top of the tower that might be illuminated using multi-colored LED's. This light box will act as a beacon drawing people to the entertainment center from miles around. Further defining the main entry is an over-hanging canopy. The canopy will provide shelter from the elements while also providing a location for lighting to be provided. Large window openings with automatic sliding doors create an inviting entrance while also being convenient for users with disabilities.

A secondary design element along the main elevation is the trellis above the restaurant patio. The patio is an active zone on the exterior of the building where the customers may be seen enjoying the facility to passersby. The trellis provides shade to restaurant patrons, allowing the patio to be used for a greater portion of the calendar year. The trellis is constructed of steel beams that are painted. The trellis is supported from steel columns with stone bases. The perimeter of the patio is defined by the trellis columns along with a decorative metal railing.

The South elevation of the building is dominated by the restaurant patio trellis, along with a secondary building entry. The second entry is accentuated by aluminum storefront glazing and an overhanging canopy. Also along the south elevation are the glazed openings that open on to the main meeting rooms.

The balance of the exterior is defined by EIFS panels. These panels are broken down by decorative reveals and multiple colors that help to minimize the appearance of long sections of wall. Simulated columns, and reveals further to mitigate these long sections. By its nature, a bowling alley must have sections of wall without fenestration as control of light in to this area is necessary.

The design of the interior of the building is organized in a simple logical manner. Each space placed based upon user convenience and enjoyment. The restaurant is placed at the front of the building, as visibility to the surrounding is of the utmost importance for the success of the restaurant. Along the opposite side of the main entry is the arcade. The arcade houses games and equipment with bright lights and sounds that signal the level of enjoyment that may be found within the entertainment center. Centrally located is the control desk. This main hub of activity is where all sales will be processed. This is also the location for all bowling transactions. With this central location the center may be operated by minimal numbers of employees. The bowling lanes themselves will be decorated with bold graphics depicting defining elements of the surrounding area. Opposite the bowling lanes are the meeting rooms, and locker room facilities. The meeting room is a flexible space that can be divided in to two equal spaces. The meeting room can be used for large groups or for smaller birthday parties.



Site Design Narrative:

The site layout shown in the design proposal is based upon a number of factors:

- Proper building orientation: The building should be placed, and oriented to take advantages of and mitigate the challenges of the site. Issues such as solar heat gain, drainage, site visibility, compatibility with adjacent developments, safe movement of traffic both vehicular and pedestrian, security, etc. These are all challenges that were considered as the site plan was developed. Further adjustments will be made during the design process as required.
- Responsible use of landscaping: The overall success of a site is in large part based upon the landscaping. The landscaping must be appropriate to the Desert Southwest region in both planting typology and water usage. The design must be durable to handle large amounts of both human and automobile traffic. The project will utilize a xeriscape landscaping concept which focuses on minimizing grass areas, using drought tolerant native plant species, and low flow drip irrigation systems. Irrigation system will utilize rain/freeze sensors which will reduce the change of watering during natural storm events.
- Balance of imported and exported material: While the civil design has yet to be complete, so a final amount of import and export is not known, it will be the intent of the engineers to balance the site as closely as possible. Balancing the site reduces the amount of resources used either trucking soil to or from the site. This also reduces the amount of pollution created by the large trucks required to move soil across great distances.
- Site will be sloped to provide a balance between water flow and ease of access.
- The site will be lit using high efficiency led light fixtures on pre finished aluminum light poles. Light poles will be distributed evenly to eliminate dark or light spots. Lighting levels will be maintained to keep the sight secure and help the customers feel safe. Light fixtures will also be full cutoff fixtures to minimize light pollution.
- Site plan has been designed to minimize traffic congestion and optimize vehicular flow. Driveways will be designed to meet city design standards. Driveways have been oriented to connect with the adjacent theater development as well as to existing city infrastructure.
- Parking has been laid out to give people with disabilities easy access to the entertainment center. The required accessible parking stalls have been located directly in front of the building. Balance of parking rows have been oriented perpendicular to the main building entrance to allow patrons to walk down aisles rather than traverse between vehicles.



Structural Design Narrative:

The two overriding concepts concerning the philosophy of the structural design are, efficiency, and safety. The building will be constructed in the most efficient manner possible, using the appropriate amounts of structure where necessary. The building will at any one time house as many as 500 people meaning the risk category will be quite high. Keeping these individuals safe from the influences of the outside world whether wind, rain, or seismic event is of the utmost importance. All codes will be followed to insure this goal is met.

The building will be constructed using a typical concrete spread footing and foundation system, or other as outlined in the geotechnical report. Exterior walls will be supported with continuous footings while columns will be supported by enlarged spot footings. The floor slab will be unreinforced concrete. The slab in the bowling alley will be recessed to allow for the bowling ball returns.

The primary building structural frame will consist of steel columns with wide flange steel beam girders. The intermediate steel members will be steel beams or channels. The lateral loading will be handled by diagonal steel bracing. There are special long span frames located over the bowling lanes to allow this area of the building to be column free.

The exterior walls will be framed of light gauge metal framing clad in exterior grade gypsum sheathing.

Plumbing, Mechanical, and Electrical Design Narrative:

Mechanical Design Narrative:

The intent of this narrative is to discuss the proposed Mechanical systems to include the heating, ventilating and air conditioning systems. The domestic water systems, sanitary waste systems and roof drainage.

- Codes:
 - 2009 International Building Code (IBC)
 - 2009 International Mechanical Code (IMC)
 - 2009 International Energy Conservation Code (IECC)
 - 2009 International Plumbing Code (IPC)
 - 2009 International Fire Code (IFC)
 - ASHRAE Handbook of Fundamentals 2013 Edition
 - ASHRAE Systems and Equipment 2012 Edition.
 - SMACNA Duct Construction Standards, ANSI/SMACNA 006-2006



Heating Ventilating and Air Conditioning:

Design Conditions: The following standard design conditions will be used to size and design the HVAC systems.

- General:
 - Elevation = 4199 ft.
 - 33 deg. latitude, 106 deg. Longitude
- Outside air temperatures:
 - Based on ASHRAE weather data for 1% summer conditions and 99% winter conditions
 - Summer
 - 98.6 deg. F Dry Bulb
 - 69.5 deg. F Wet Bulb
 - Winter
 - 25.2 deg. F Dry Bulb
- Inside Conditions:
 - Based on the 2009 International Energy Conservation Code Section C302 Design Conditions.
 - C302.1 Interior design conditions.*
 - The interior design temperatures used for heating and cooling load calculations shall be a maximum of 72°F (22°C) for heating and minimum of 75°F (24°C) for cooling.*
 - Summer
 - 75 deg. F
 - Winter
 - 72 deg. F
- Ventilation:
 - Ventilation shall be based on ASHRAE 62.2 – 2007 and the International Mechanical Code Table 403.3 MINIMUM VENTILATION RATES.
 - Specific to this project are as follows:
 - Bowling alley seating area:
 - 10 CFM/person
 - 0.12 CFM/square foot of floor area
 - 40 people per 1000 square feet
 - Game Arcades:
 - 7.5 CFM/person
 - 0.18 CFM/square foot of floor area
 - 20 people per square foot of floor area
 - Lobbies:
 - 5 CFM/person
 - .06 CFM/square foot of floor area
 - 150 people per 100 square feet of floor area
 - Fast Food:



- 7.5 CFM/person
 - 0.18 CFM per square foot of floor area
 - 100 people per 100 square foot of floor area
- Infiltration:
 - Air infiltration will be designed in accordance with the 1009 International Energy Conservation Code Section 502.4 Air Leakage (Mandatory)
- Internal Loads:
 - Lighting
 - 1.0 watts per square foot of floor area
 - Plug loads.
 - 0.5 watts per square foot of floor general area
 - 6.0 watts per square foot arcade area, estimated
 - 6.0 watts per square foot bowling pin setter area, estimated
- System selection:
 - Each area with common usage and exposure will be provided with a single zone rooftop unit. The units will be equipment with a gas fired heating section and a direct expansion DX cooling section to provide heating and cooling. Each unit will have a fully integrated economizer to comply with the requirements of the 2009 IECC and a 100% modulating relief section to prevent building over pressurization during economizer operation.
 - The cooling section of the rooftop units will have SEER rating to comply with the requirements of the 2009 IECC Section 503 Table 503.2.3 UNITARY AIR CONDITIONERS AND CONDENSING UNITS, ELECTRICALLY OPERATED, MINIMUM EFFICIENCY REQUIREMENTS, tested in accordance with AHRI 210/240 or AHRI 340/360 depending on size.
 - The heating sections will be in accordance with Section 503 Table 503.3(4) WARM AIR FURNACES AND COMBINATION WARM AIR FURNACES/AIR-CONDITIONING UNITS, WARM AIR DUCT FURNACES AND UNIT HEATERS, MINIMUM EFFICIENCY REQUIREMENTS. With a AFUE rating tested in accordance with ANSI Z21.47.
 - Each rooftop unit distributes the heated or cooled air to the space being conditioned through a supply air and return air duct system. The duct systems will be designer such that the minimum fan power meets or exceeds the requirements of Section 503 Table 503.2.10.1(1) FAN POWER LIMITATIONS.
 - Each rooftop units will be provided with a seven-day programmable thermostat with the sensor located such that the thermostats are not accessible to the public.
 - Duct systems will be constructed in accordance with the SMACNA Duct Construction Standards and insulated in accordance with the 2009 IECC Section 503;2.7 Duct and plenum insulation and sealing.



Plumbing Design Narrative:

Plumbing systems to include domestic water piping, sanitary sewer and roof drawings piping systems will be designed and installed in accordance with the requirements of the 2009 International Plumbing Code.

- Codes:
 - 2009 International Building Code (IBC)
 - 2009 International Energy Conservation Code (IECC)
 - 2009 International Plumbing Code (IPC)
 - ASHRAE Handbook of Fundamentals 2013 Edition
 - ASHRAE Systems and Equipment 2012 Edition
- Domestic cold water will be connected to the municipal water system:
 - The domestic cold water will be routed through a strainer, a reduced pressure backflow preventer, and a pressure regulating valve such that the water pressure does not exceed 55 psig at the service entrance
 - Domestic cold water will be distributed to the hot water heaters and plumbing fixtures through a system of piping sized in accordance with the 2009 IPC
- Domestic hot water shall be provided by gas fired ASME rated water heaters sized to meet the needs of the fixtures served in accordance with the ASHRAE or NSPE requirements:
 - Water heaters will have an energy efficiency as required by the 2009 IECC Section 504 Table 504.2.
 - Each domestic hot water heater will have temperature controls to control the water temperature in accordance with the 2009 IECC Section 504.3
 - Domestic hot water will be distributed throughout the building through a system of hot water piping to each fixture requiring hot water. The piping system will be designed in accordance with the 2009 IPC
 - Each domestic hot water heating system will have a hot water recirculating system such that hot water is available to each fixture within 15 seconds of opening the faucet. The hot water recirculation system shall be controlled such that during unoccupied periods the pump is off.
- Sanitary Waste and Vent will be provided to each drainage fixture through a system of sanitary waste piping both above and below grade and vent piping above grade. The waste and vent system shall be designed in accordance with the 2009 IPC.
- Roof drainage will be collected at the base of the roof with a continuous gutter and multiple commercial grade downspouts by the roofing installer.
- Plumbing fixtures will be commercial grade approved for installation in this application.



Electrical Design Narrative:

The intent of this narrative is to discuss the proposed systems to include the Main Electrical Service, Power Distribution, Lighting, Lighting Control System, Receptacles and Equipment, Communication, CCTV, Security and Fire Alarm:

- Codes:
 - 2009 International Building Code (IBC)
 - 2014 National electrical code (NEC)
 - 2012 International Energy Conservation Code (IECC)
- Main Electrical Service:
 - Main service shall include exterior Meter Main breaker rated per local utility specifications. Size shall be 1600 Amp 120/208 volts 3phase. All service equipment will be rated for available fault current.
 - A 3 phase 4 wire Main Switchboard will be provided rated at 1600 amps 120/208 volts 3 phase.
 - Distribution Panels will be located throughout the building to service lighting and power loads.
 - Mechanical loads will be served from a 800 Amp 3 phase switchboard.
- Power Distribution:
 - Power to lighting circuits will be from an Integrated Lighting Control breaker panel. Each lighting circuit and zone will be individually programmable to meet lighting control requirements of the International Energy Code.
 - Receptacle and other power circuits will be served from the individual branch panels located in the various areas of the building.
 - Receptacles will be located as required and per NEC.
 - Power will be provided to all mechanical and other special equipment.
- Lighting:
 - All lighting will be LED for energy conservation and lamp life. Both general and decorative lighting will be provided.
 - Exterior lighting will also be LED.
- Lighting Control:
 - A Lighting control system will be specified that will provide for individual control of all lighting circuits and areas.
 - Motion detection and Daylight detection will be integrated into the lighting control to conserve energy.
 - Lighting control system to be battery backed up to not lose programming during power outages.
 - Lighting system will be easily programmable through a network interface.



- Communications Systems:
 - Boxes, conduit and cable tray will be provided for provided network, phone and wireless systems.
- CCTV and Security:
 - Conduit, boxes, cable tray and power connections will be provided for provided CCTV and Security system.
- Fire Alarm – Life Safety System:
 - A complete fire alarm system will be provided with fire detection, fire sprinkler monitoring, and alarm notification per code and local requirements.

Design Innovations:

The proposed design for the Alamogordo Entertainment center contains many innovative and exciting design features:

The first of which is a number of strategies to reduce energy and water consumption. The main element to this strategy is to use high efficiency heating and air conditioning equipment. These packaged units utilize economizers which allow more outside air to enter the building when the exterior temperatures are in a comfortable range reducing the amount of energy that is used to either heat or cool the incoming air. Another key strategy to reduce utility cost is the use of high efficiency, either LED or fluorescent light fixtures. There are two components to lighting that helps in reducing cost. The first is reduced energy consumption. LED light bulbs use less energy to produce the same amount of light that comparable incandescent or fluorescent bulbs may produce. Secondly, the lamp life is longer meaning that bulbs do not need to be changed as often. This reduces building maintenance costs. The final strategy will be to reduce the amount of water consumed in the center. Low flow toilets, urinals, and lavatories will be used to achieve a measurable level of water reduction.

A second design innovation will be the light box tower depicted at the main entry to the building. This glazed section will house LED light fixtures that can emit multiple colors of light. The color change can be controlled, and can either occur at random or be designated to coincide with other events. The colors may be associated with the weather of the upcoming day, or signal that league bowling will be played that night. In either case, the light box will act as a beacon drawing people to the entertainment center.

A third innovation is the signature central control desk. This "starter" counter is centrally located such that a single employee can handle the majority of the responsibilities required to run the entertainment center. They will have visual control over the arcade, bowling area, and bar. They will be in control of bowling lane rental, shoe rental, and laser tag games all from the same location. The counter will be built with storage bins for bowling shoes, as well as the housing for computers required to run the bowling scoring system and the POS.

An additional design innovation is the storefront type redemption facility for the entertainment center arcade. The redemption counter is housed in a separate room from the arcade that gives the patrons the sense that they are entering a store to purchase prizes with their hard earned credits. The store is fronted with windows allowing views in to see all the brightly colored and exciting prizes.

A further innovation is the use of a credit card based redemption system. This removes the problematic ticket dispensers from the arcade equipment. The cards may be loaded with funds and the funds can be used at any of the center venues not just arcade games. Readers will be located in the center so the patron will be able to verify how many credits have been earned.



A main innovative feature for the center are the PBA certified bowling lanes. Getting PBA certification allows the entertainment center to host certain levels of bowling tournaments. The lanes are equipped with state of the art scoring equipment. The bowling returns are equipped with energy saving motors that consume 60% less energy than standard motors. The lanes will be covered with a synthetic wood product that is much more durable and longer lasting than a typical hardwood surface.

The entertainment center also houses a multipurpose meeting room. This meeting room can house events of multiple sizes. The room is equipped with an operable wall that allows for two smaller events at one time. The operable wall can also be opened to create one large meeting space for larger gatherings. The room will also be equipped with multimedia equipment such as projectors or big screen televisions. The room can also be equipped with gaming equipment that would allow patrons to play multiplayer video games with other patrons in the second half of the meeting room.

Overall the Alamogordo entertainment center is a very flexible and dynamic structure that will be easy to operate, long lasting, and most importantly fun for all families in Alamogordo and the surrounding areas.

Kitchen/Restaurant/Bar Design Narrative:

As a general rule, the design of the Kitchen/Restaurant and Bar should be coordinated with the group that will be responsible for the operation and management of the Center and based upon the menu that will be used. Each area (Kitchen, Restaurant and Bar) will have different design criteria and philosophy regarding same. We understand that it has been recommended to the City that the Center incorporate a beer garden/fast casual dining concept.

Kitchen:

The kitchen should be designed for production and efficiency and should incorporate the following minimum principles:

1. **Delivery:** The Kitchen design should ensure effective delivery of products with direct access from the delivery area to the kitchen area. The outside delivery area should be paved so that delivery vehicles will have a direct path to the kitchen delivery door.
2. **Storage:** There needs to be enough space to store products to be used on a daily basis. This storage space will be based upon how often the food and other purveyors can deliver the product to the Center. Storage should incorporate steel storage racks that provide good ventilation around the stored products. Shelving by Advanced Tabco or similar is recommended.
3. **Refrigeration:** The refrigeration should be adequate to meet the needs of the Kitchen. There should be a walk-in cooler that incorporates both refrigeration and freezer. RDI Systems or similar is recommended. There may also be a need for a separate refrigerator and/or freezer in which to keep small portions of products that will be used on a frequent basis. True Food Service has a wide range of refrigeration and freezer equipment to meet this need. The ice machine needs to be properly sized to meet demand as ice is an essential item in any restaurant and bar. Manitowoc manufactures a wide range of machines and is a very reliable unit.



4. Food Prep and Cooking Areas: The prep and cooking areas should be adequate to prepare the food based upon the menu. There needs to be adequate work space and tables to prepare the food. Stainless steel work tables by Advance Tabco come in a wide range of widths and lengths and are recommended.
5. Food Prep and Cooking Appliances: The number and size of food prep equipment and cooking appliances should be sufficient to execute the required food production efficiently set forth below is a partial list of recommended equipment:
 - Food Processor
 - Meat Grinder
 - Meat Slicer
 - Electric Mixer
 - A variety of Skillets
 - A variety of Sauce Pans
 - Range/Oven
 - Broiler
 - Griddle
 - Fryers
 - Pizza Oven
 - Sandwich/Pizza Prep Table
 - Soda Dispenser
 - Microwave Ovens
 - Ventilation Hood
 - Accessories: Colander; Strainers; mixing bowls; knives; double broiler; stock pot; steamer; thermometers; strainers; tongs, flour sifter; measuring cups and spoons; chopping boards; ladles; timers; Utensils (spatulas, whisks, vegetable peeler, etc.).
6. Dishwashing Equipment: The dishwashing equipment needs to be sized to handle the volume of dishes to be returned from the restaurant/bar. Generally this will be a high volume dishwasher that can turn a rack of dirty dishes/glasses/utensils in approximately five (5) minutes or less. Units manufactured by Auto-Chlor or Hobart are reliable and efficient systems. Again, the size of the dishwashing system will be determined by the menu and the type of dinnerware that will be used. There also needs to be adequate storage shelving for both the dirty and clean dishes.
7. Sinks: The Health Department generally requires that there be a number and variety of sinks in the Kitchen area. These will include hand sinks; one (1) compartment sink with waste disposer and a three (3) compartment sink. There should also be a janitors floor/mop sink so that the floors and other areas of the Kitchen can be cleaned on a regular basis, generally several times a day. Elkay makes a variety of hand sinks; Advance Tabco make a variety of one (1) compartment and three (3) compartment sinks; and American Standard has a variety of floor sinks.



8. Waste Equipment: The Health Department also requires that there are enough receptacles to handle the waste. Rubbermaid 44 gallon trash cans are recommended.
9. Work Space: There should be wide, obstruction-free walkways to avoid hazardous working conditions with sufficient aisle space in front of all work areas and cooking surfaces. The space should be a minimum of 3’.
10. Lighting: Lighting should be adequate to permit staff to properly and safely complete their tasks;
11. Surfaces: Walls, countertops and food prep areas should be smooth, non-absorbent and easy to clean. Ceramic tile, fiberglass reinforced plastic (FRP) and/or stainless steel are preferred surfaces.
12. Flooring: Flooring should have a non-slip surface with adequate floor drains to avoid a buildup of water on the floor. Non-slip quarry tile is recommended. In many cases, rubber mats are used over the quarry tile as it provides a cushioning effect lessens the fatigue of standing workers.
13. Ventilation: Good ventilation is necessary to vent the fumes created by the cooking of the food. The ventilation apparatus should extend at least 6” beyond the cooking surfaces of the appliances. Ventilation Direct is a reliable source for such equipment.

Restaurant:

The Center is classified as “The Alamogordo Family Fun Center”. The restaurant therefore, should be designed with families and the youth in mind. We believe the proposed Center should incorporate the following principals:

1. Family Friendly: It is imperative that the restaurant be viewed as a family friendly place and that the staff create an atmosphere to accomplish this, by having tight control over the serving of alcoholic beverages within the guidelines of the New Mexico Liquor Control Act.
2. Environment: It should match the food it is serving and the customers it attracts. In the present case it is proposed that the food be “fast casual” or “beer garden” similar to that which might be served in an Chili’s or an Applebee’s, as opposed to upscale/fine dining where linens and utensils are already placed on the table.
3. Food: Is one of the major factors in determining the restaurants success. Like environment, it should mimic its intended style. The food should consist of fresh ingredients, prepared exactly as described on the menu. Consistency in food preparation and cooking is essential.
4. Staff and Customer Service: Customer satisfaction is the key to a restaurant’s success. Employees must be adequately trained, friendly, outgoing and focused on the customer’s needs.



5. Perceived Value: Customers to the restaurant must believe that they are getting good value for the food they are purchasing when measured with other restaurants in the area. The right pricing and good quality food will result in repeat customers.
6. Costs: To be successful the restaurant must strategically manage its costs of operation (food, labor, overhead, etc.). There must be a daily and weekly inventory keep so that there is no unnecessary ordering of food products or an overstocking of food items that will result in waste. Scheduling of labor, both in the front end and back end, must be such that it is efficient and meets the flow of customers. Controlling food costs and labor costs will result in the lowering of overhead costs and efficiencies in the restaurant.
7. Décor: The restaurant/patio décor should be inviting and comfortable to the customers. The TV's should be varied and placed throughout the restaurant area. A large screen projection system will add to the decor for those who enjoy sports.
8. Patio: To add to the patio usage year round, the patio should have a misting system that will make outdoor dining enjoyable during the summer and gas heaters for the winter. A fire pit may also be incorporated with chairs around it to add to the ambiance.
9. POS System: One of the most common complaints of restaurant customers has to wait for the check after they have finished their dinner and wish to leave. To avoid this problem it is suggested that a table POS be available to customers who can use their credit card to finalize their transaction without having to go through the wait staff. There are a number of them on the market.
10. Restaurant/Patio FF&E: As discussed above the restaurant/patio FF&E, tables, chairs and/or booths must mirror the atmosphere that is intended.

Bar:

Much of what has been said in the Restaurant section above could apply to the bar area with the following exceptions:

1. Bar: The bar should be constructed to a height that is comfortable to the customer. Its top should be of a very durable material that will stand the test of time. A foot rail should be provided and bar stools should be of durable construction and comfortable. There should be two (2) wait staff positions, one (1) at each end of the bar, with a POS unit.
2. Equipment: It is recommended that the bar have the following equipment:
 - A minimum 8 station beer dispenser, that taps from kegs that are refrigerated. A Perlick modular wall mount dispenser is recommended.
 - A glass washer. There are several but a popular one is the Fagor glass washer.
 - An under-counter glass storage bin. Krowne is recommended.
 - A workstation. Krowne is recommended.



- A soda gun and holder. Krowne is recommended.
- A drop in sink.
- An array of televisions for the sports channels, and
- A large screen projection system.

Bowling/Arcade/Laser Tag Areas Design Narrative:

Bowling Area:

The bowling area should be designed with the following principals in mind:

1. **Décor:** The bowling area should be open and inviting to the general public, with a theme appropriate to the Alamogordo area for the side walls and masking units; Seating should be provided for non-bowlers. Bowling storage racks should meet the intended décor. The bowlers seating area should incorporate sofas with armrests and coffee tables that incorporate a shoe shelf, 2 – ice bucket holders and USB charger.
2. **Service/Control Counter:** Should be centrally located for customer and operations convenience. The employees at the operation counter should be able to view all areas of the bowling alley. The bowling control/management system should be state of the art and user friendly with credit card interface; league software package; front desk and back office equipment.
3. **Bowling Equipment:**
 - **Pinsetters:** Pinsetters and their control system should have a minimum 2 year warranty and equipped with energy efficient electrical motors. Re-manufactured pinsetters are recommended as they are more heavy duty than current new pinsetters and just as reliable. They should have new kickbacks. The powerlift should be new as well as the ball return track, ball return and hood and ball storage rack.
 - **Lanes:** The bowling sub-lanes should be constructed of new material with fire blocking and draft stops. The lanes and the approach thereto should be glow synthetic with HDPE gutters; lighted division capping and automatic bumpers gutters. “Y” pedestals shall have touch screen consoles, automatic scoring and 42” overhead LCD/LED monitors. All lanes to be PBA certified.
 - **Lane Machine:** It is recommended that the lane machine be a Kegel Crossfire with tank upgrade.
4. **Lighting:** Lighting should include both white light over the lanes and black lighting to provide a cosmic bowling experience.
5. **Flooring:** Recommended flooring is wood as opposed to carpet, as it will last longer and easier to maintain from drink spills and food.
6. **Seating:** There should be adequate seating for both the bowlers and those who wish to watch.



Arcade:

The arcade area should be designed with the following principals in mind:

1. Open Area: The arcade area should be an open area and not a separate, enclosed room, so that parents can see their children and staff can see the guests at all times. It also gives the staff the ability to efficiently monitor the area as this is important when staffing levels at the Center are at a minimum. An open area gives the guests the opportunity to move freely throughout the area.

2. Games: There should be a variety of games that will appeal to customers of all ages. As a general rule 70% of the games should be redemption games and 30% non-redemption. Some of the most popular games are:

- Basketball
- Ice-Ball
- Big Wheel (Ticket Monster, Big Bass)
- Riding
- Shooting
- Air Hockey
- Cranes

All games should be equipped with card readers that will turn on the game and automatically register redemption points.

3. Redemption Counter: The redemption counter is the most important part of the arcade. It should display a large number and variety of redemption prizes, that will excite the guests and which in turn will generate repeat play on the various game machines. To assure this, every guest should be able to redeem some form of prize from candy to stuffed animals, with a number of super prizes that the guest can save up his redemption point for.

4. Card Reader System: The arcade games should incorporate a card reader system that will keep track of money spent, points earned and redeemed. This will provide a means to keep track of play on all machines, avoid the use of coins and tokens and reduce the number of employees needed to monitor the arcade and be more efficient. The use of card readers have, also shown that more money is spent in their use as opposed to coins or tokens.

Laser Tag:

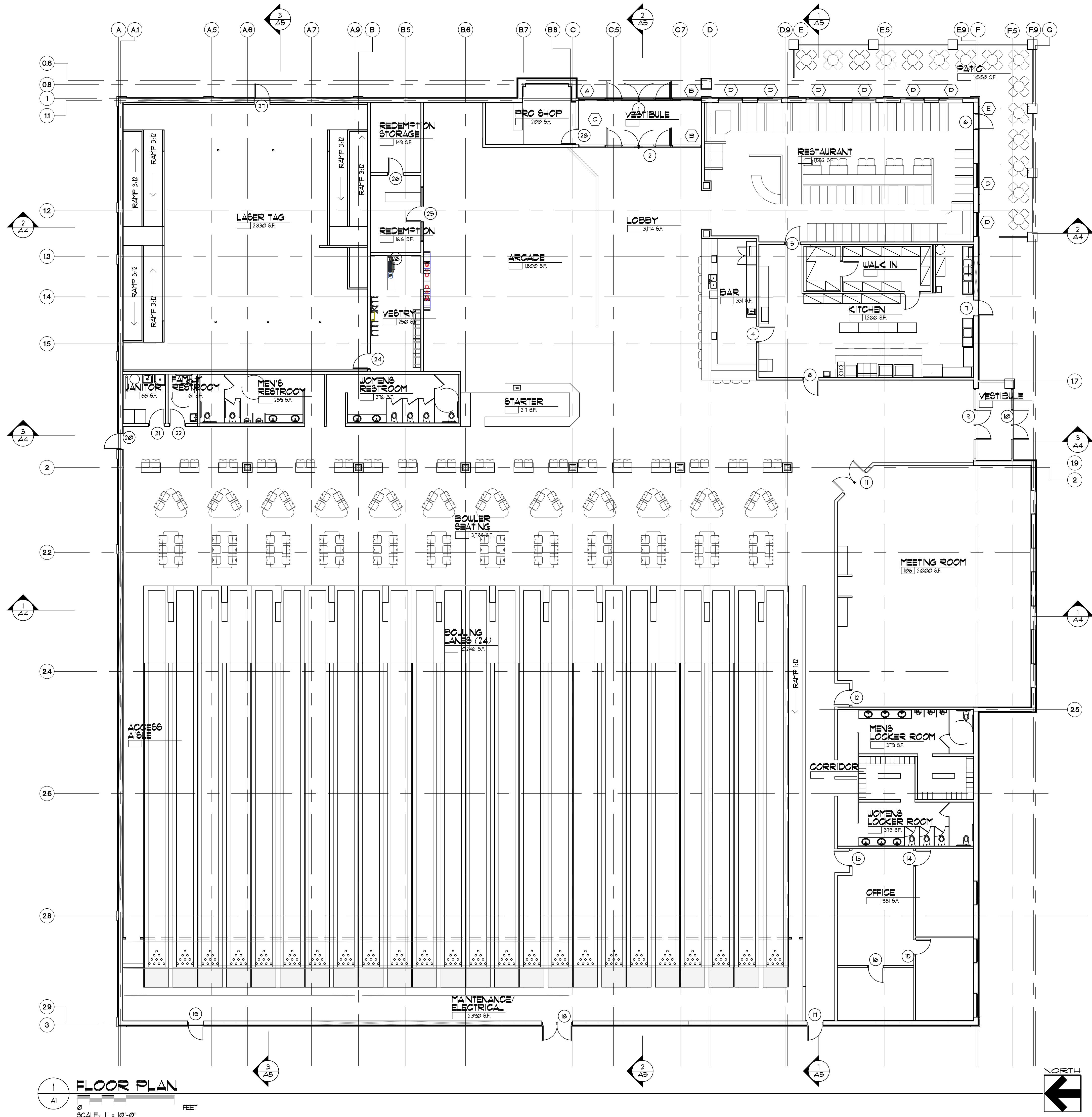
The laser tag arena should be designed with the following principles in mind:

1. Arena: The arena should consist of multiple levels with varying hides so that the players can move freely throughout the arena. The number of players admitted to the arena should be sufficient create challenges, but not so crowded that they are on top of themselves. The arena's design should encourage players to return time again.



2. Lighting: The arena should incorporate a black light system and glow graphics;
3. Theme: An appropriate theme to the Alamogordo area should be incorporated within the arena. It could be aviation based (HAFB) alien based (Roswell) or other as chosen by the Alamogordo city staff.

Drawings and Perspectives for Technical Component:



1
A1

FLOOR PLAN

0
SCALE: 1" = 10'-0"
FEET

14-39

REVISIONS

SHEET TITLE

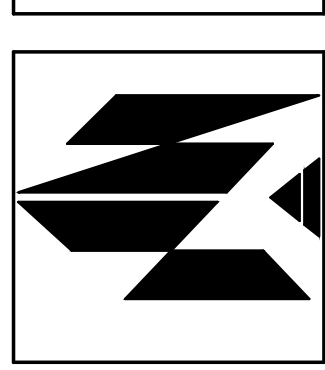
FLOOR PLAN

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

NICHOLS • NAYLOR
ARCHITECTS
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



DATE

SHEET NUMBER

A1

REVISIONS

SHEET TITLE

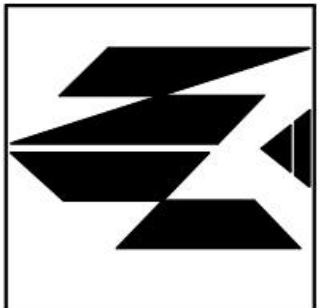
EXTERIOR ELEVATIONS

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

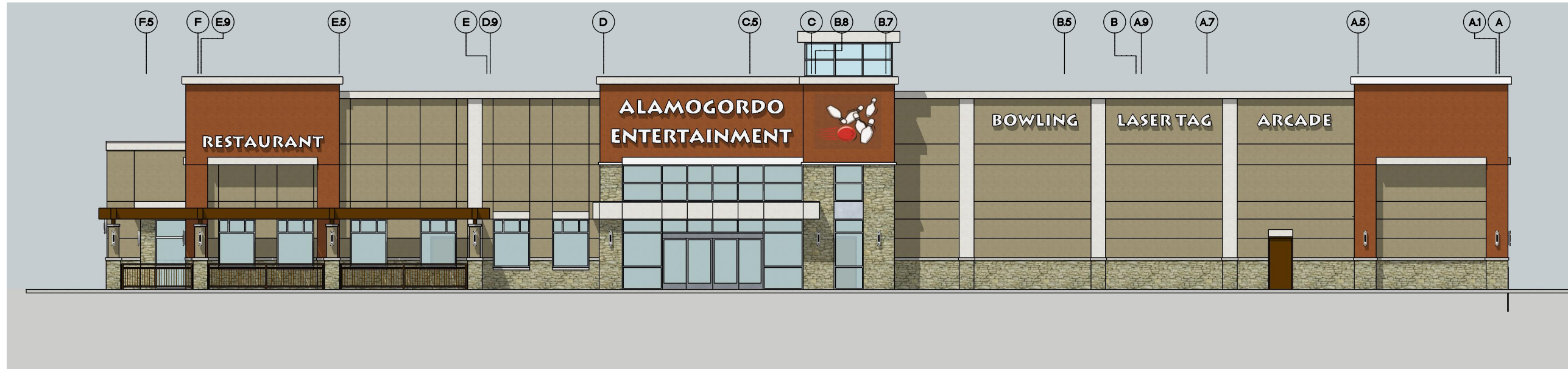
NICHOLS • NAYLOR
A R C H I T E C T S
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



DATE

SHEET NUMBER

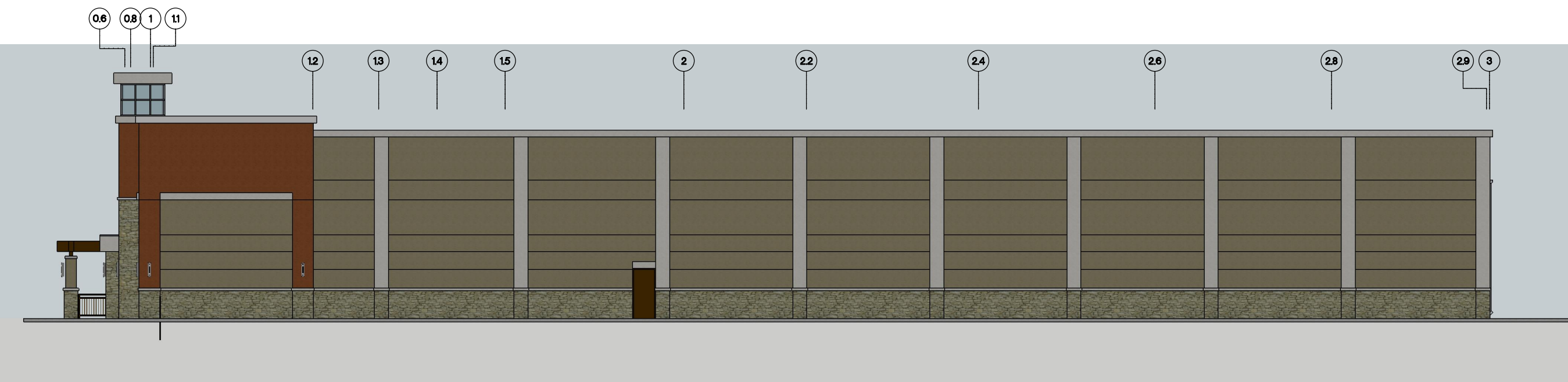
A2



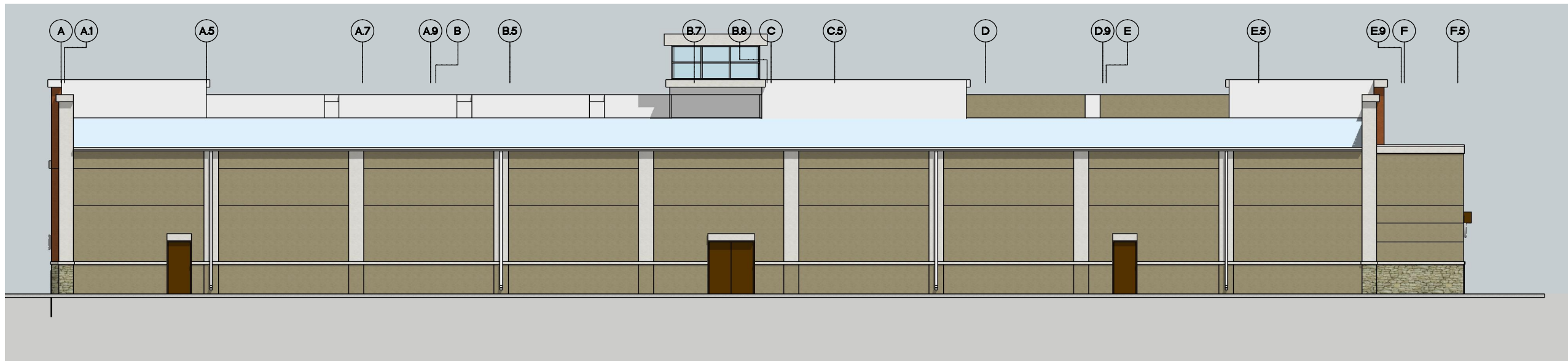
A2 :: EAST EXTERIOR ELEVATION
001 scale: 1/16"=1'-0"



A2 :: SOUTH EXTERIOR ELEVATION
002 scale: 1/8"=1'-0"



A2 :: NORTH EXTERIOR ELEVATION
003 scale: 1/16"=1'-0"



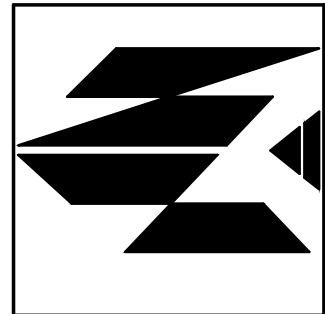
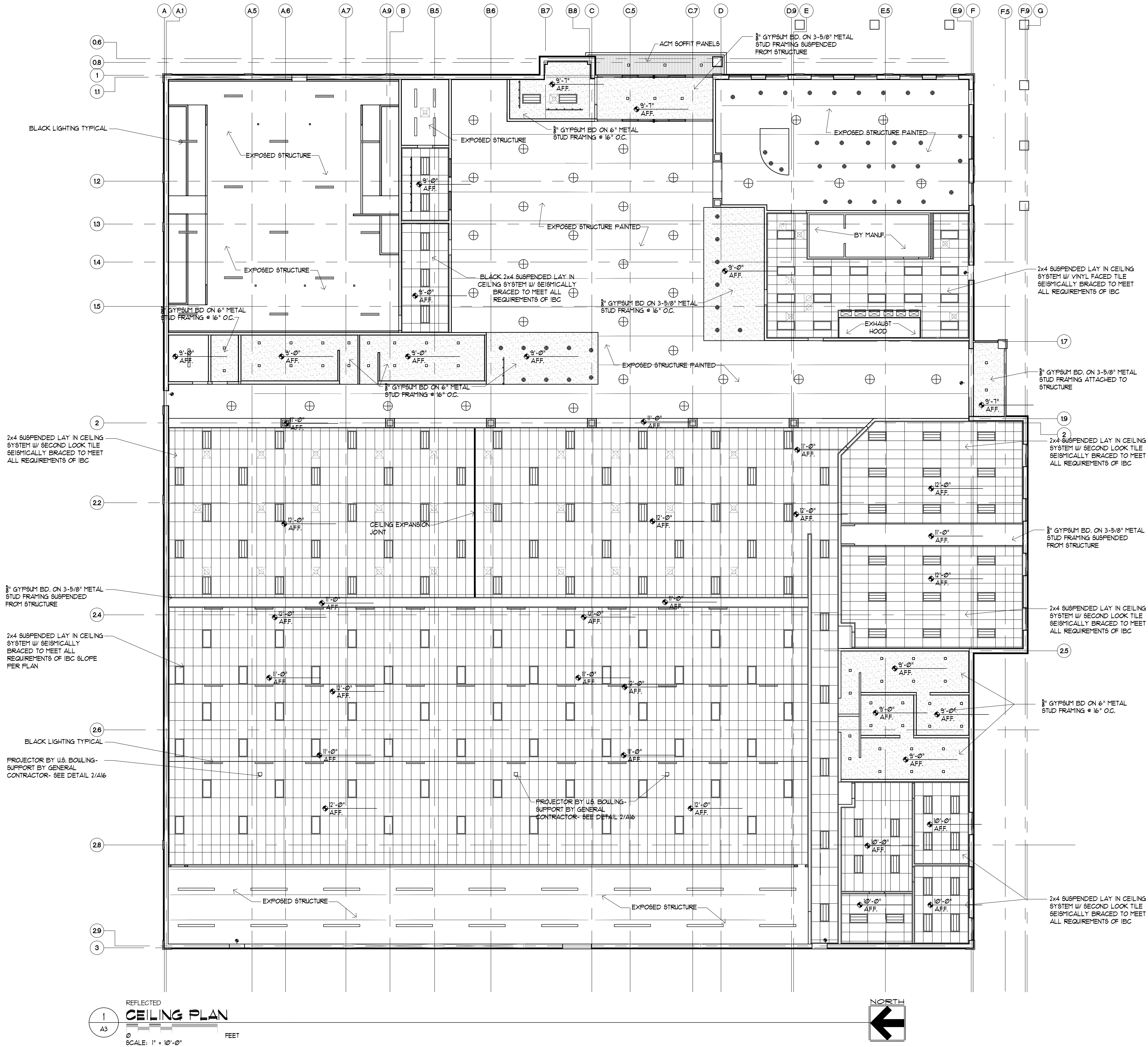
A2 :: WEST EXTERIOR ELEVATION
004 scale: 1/16"=1'-0"



A2 :: SOUTH WEST PERSPECTIVE
005 NTS



A2 :: EAST PERSPECTIVE
006 NTS



REVISIONS

SHEET TITLE

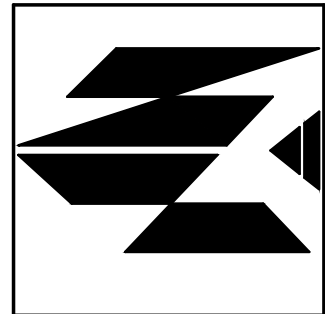
BUILDING
SECTIONS

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

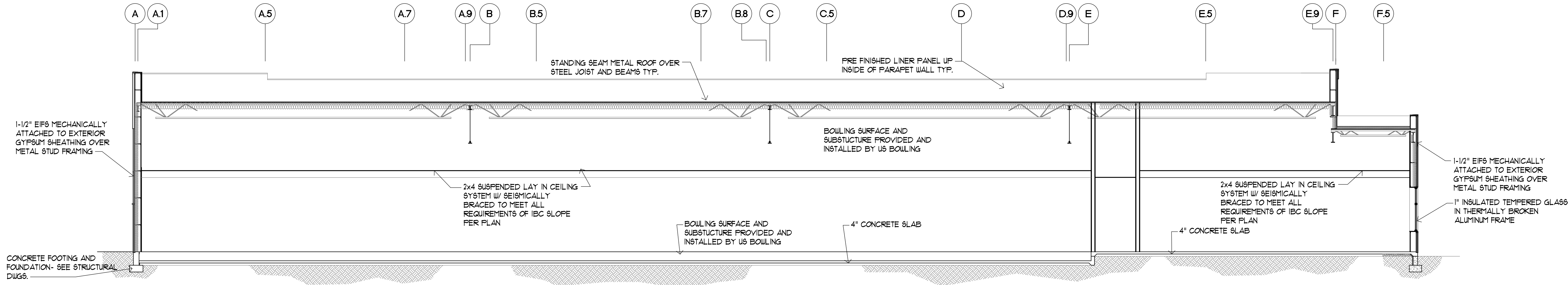
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ARCHITECTS
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



DATE

SHEET NUMBER

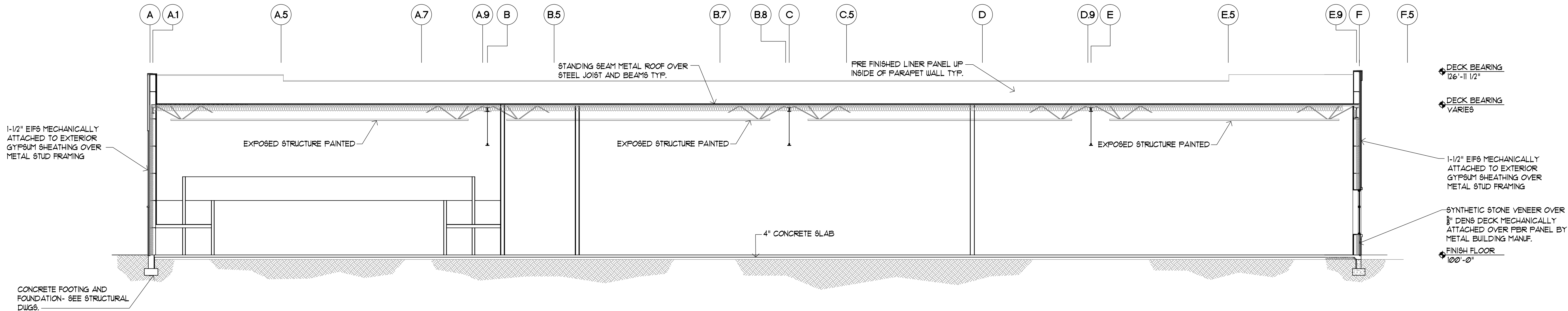
A4



1 BUILDING SECTION

A4

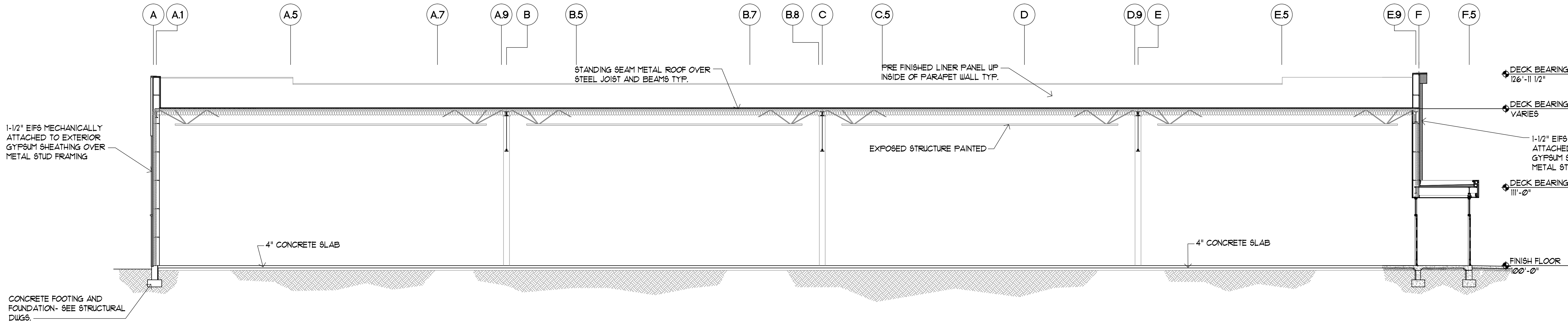
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2 BUILDING SECTION

A4

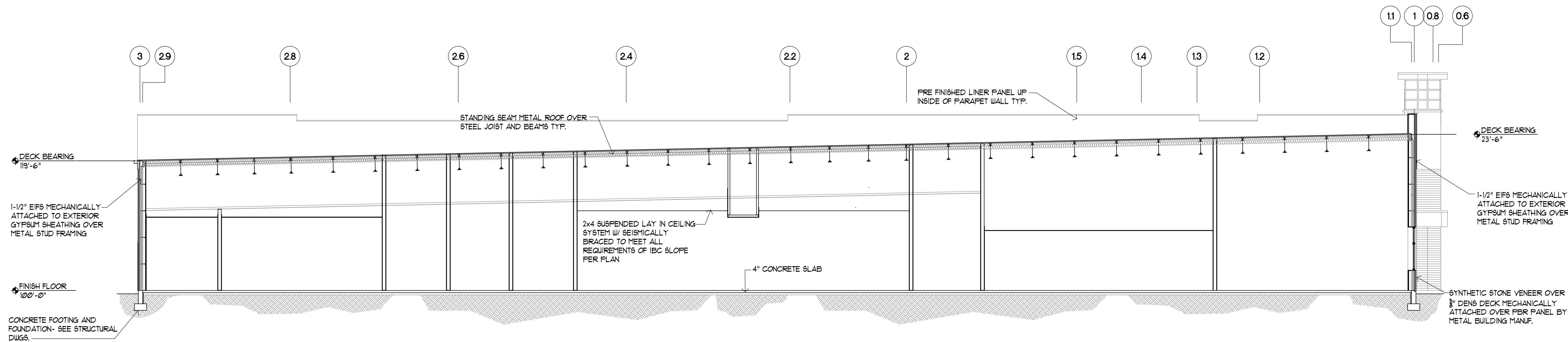
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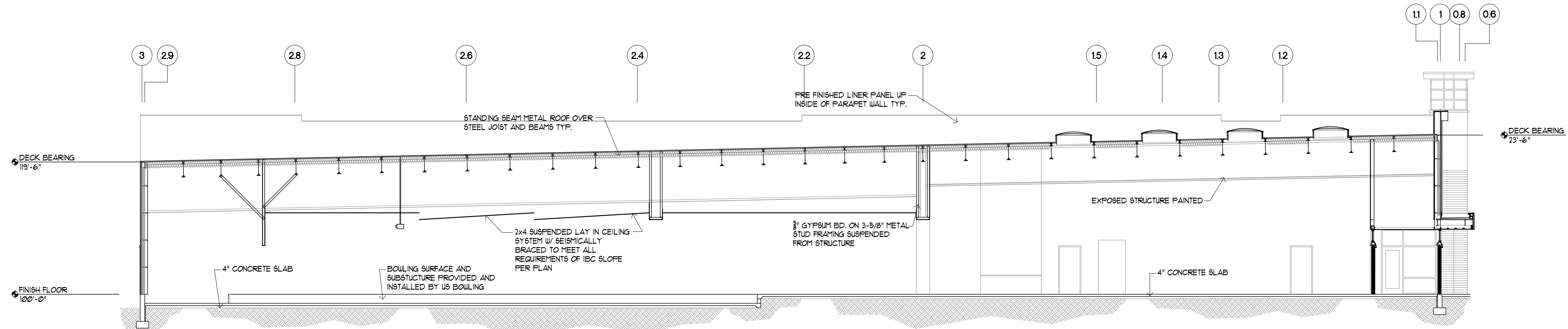
3 BUILDING SECTION

A4

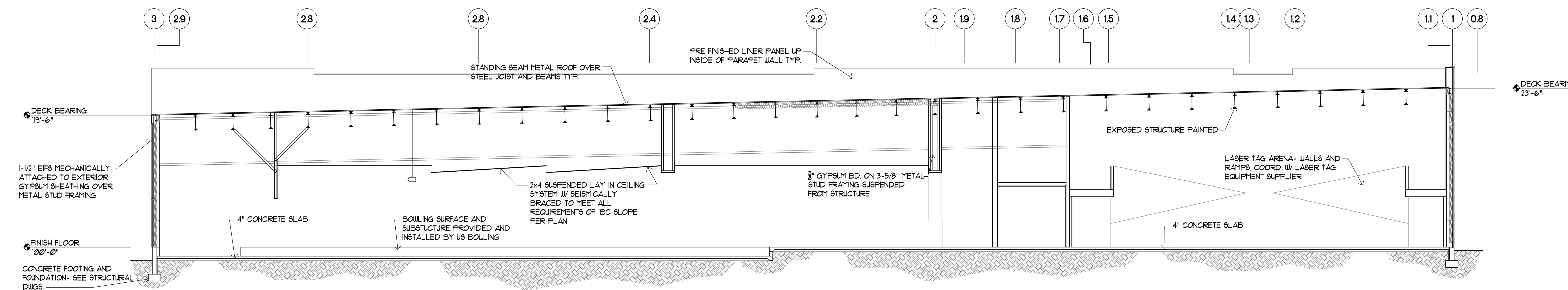
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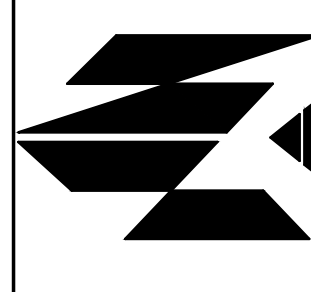
1 BUILDING SECTION
A5
SCALE: 1/8" = 1'-0"
FEET



2 BUILDING SECTION
A5
SCALE: 1/8" = 1'-0"
FEET



3 BUILDING SECTION
A5
SCALE: 1/8" = 1'-0"
FEET



REVISIONS

SHEET TITLE

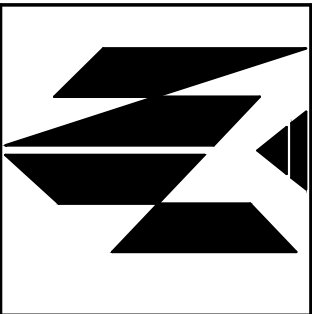
ENLARGED
RESTAURANT PLAN

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

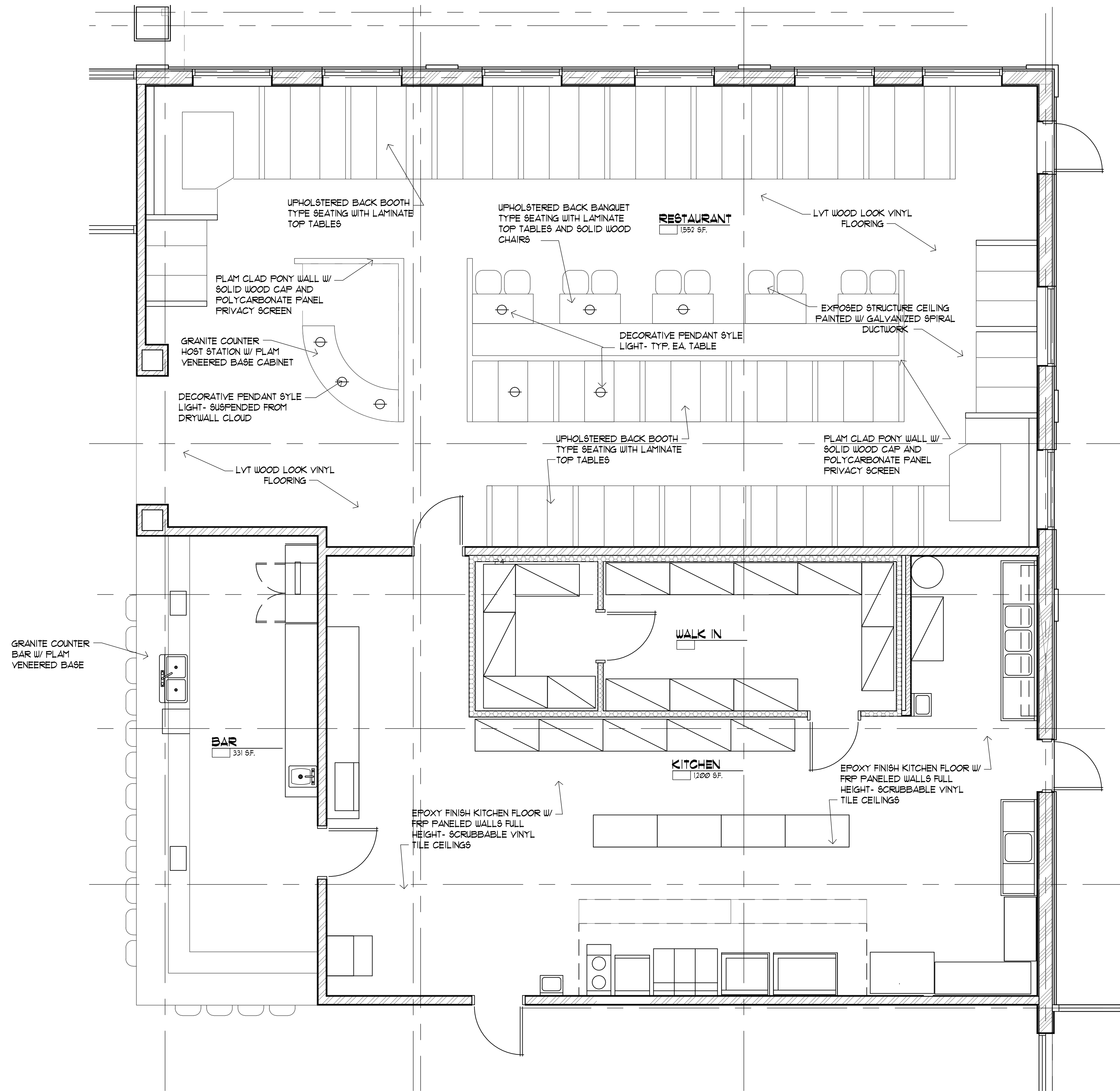
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SALT LAKE CITY, UTAH 84106 (801) 487-3330



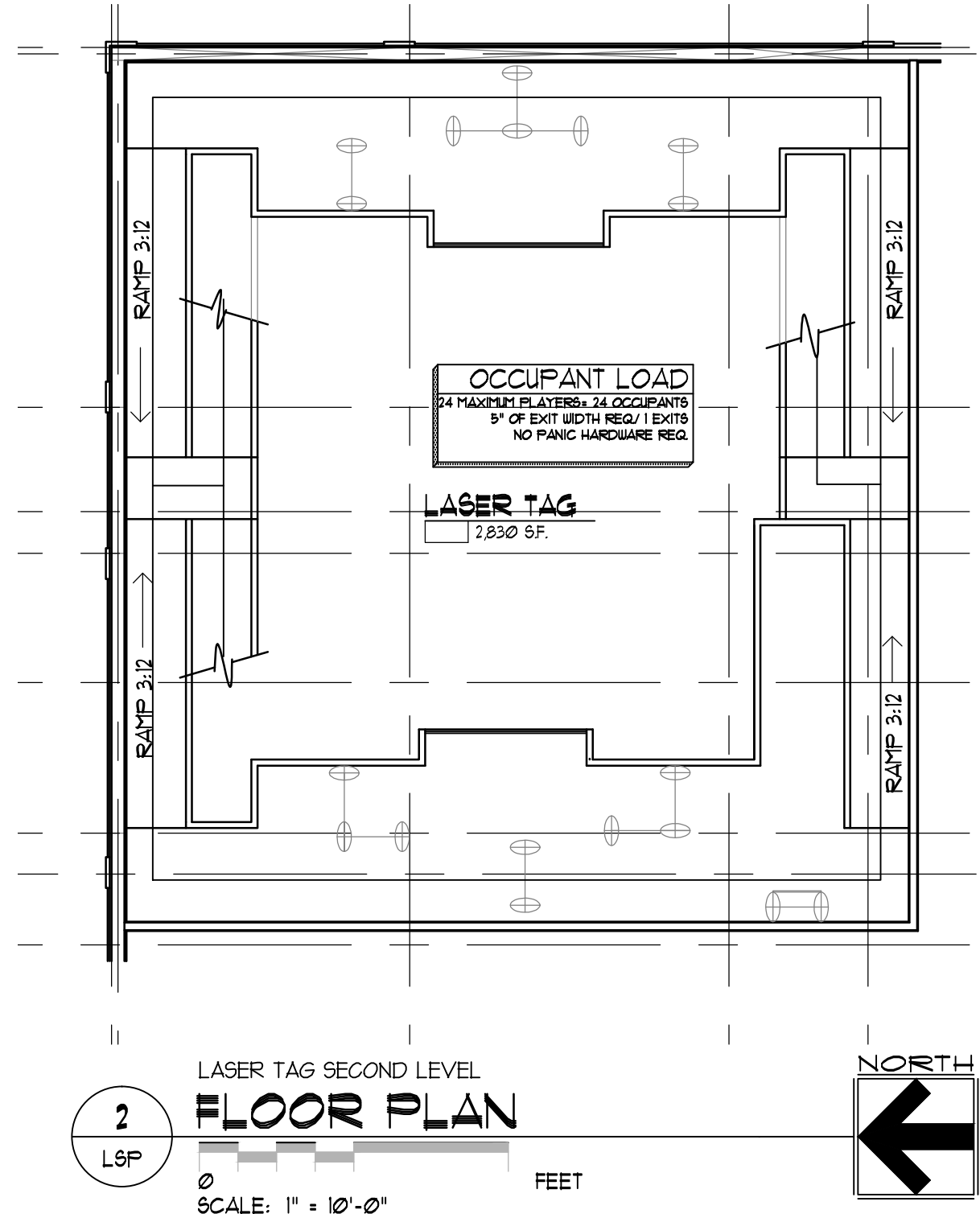
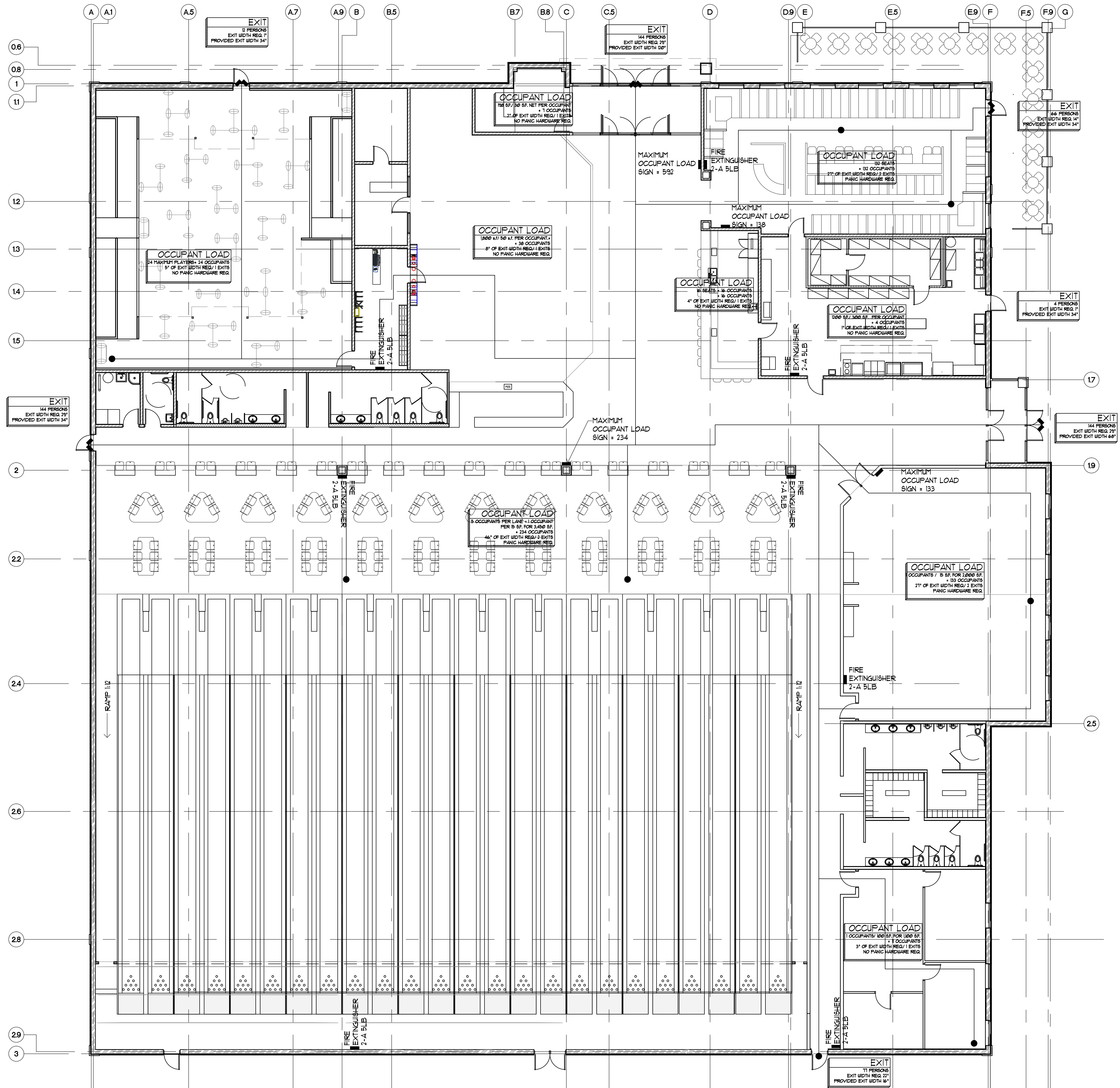
DATE

SHEET NUMBER

A6



ENLARGED
FLOOR PLAN
SCALE: 1/4" = 1'-0"
8 FEET



CODE COMPLIANCE NOTES
JURISDICTION: ALAMOGORDO, NEW MEXICO
2009 INTERNATIONAL BUILDING CODE

OCCUPANCY GROUP: A-3, A2, B MEETING/ CONFERENCE
CONSTRUCTION TYPE: III B W/ AUTOMATIC FIRE SFRINKLER SYSTEM

OCCUPANT LOAD CALCULATION- REFERENCE TABLE 1004.1.1
SEE CALCULATIONS ON LIFE SAFETY PLAN

EXIT WIDTH
SEE CALCULATIONS ON LIFE SAFETY PLAN

FIRE RESISTIVE CONSTRUCTION REQUIREMENTS
EXTERIOR WALLS TABLE 602
BUILDING ELEMENTS TABLE 601
ROOF COVERING CLASSIFICATION TABLE 1505.1

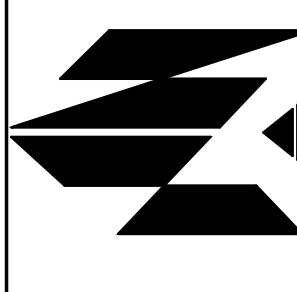
NO FIRE RESISTANCE RATING REQUIRED
NO FIRE RESISTANCE RATING REQUIRED
CLASS C (CLASS A PROVIDED)

MINIMUM PLUMBING FIXTURES PER TABLE 2902.1
A2 OCCUPANCY 592 OCCUPANTS 296 OCCUPANTS EA. SEX

WATER CLOSETS		LAVATORIES		DRINKING FOUNT.		SERVICE SINK	
MEN	WOMEN	REG.	PROV.	REG.	PROV.	REG.	PROV.
1/8	1/8	1/200	1/500	1	1	1	1
4	8	2 EA. SEX	4 EA. SEX				

(1) FAMILY OR ASSISTED USE TOILET ROOM PROVIDED PER 1109.2.1

DEFERRED SUBMITTALS
1. FIRE SFRINKLER SUBMITTALS
2. FIRE ALARM SUBMITTALS





Outline Specifications for the Entertainment Center & Restaurant:
(As Equals will be considered if approved by Architect)

SECTION 01 33 00
SUBMITTAL PROCEDURES

1.1 DEFINITIONS

- A. Action Submittals: Information that requires Architect's responsive action.
- B. Informational Submittals: Information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.2 PROCEDURES

- A. Electronic copies of CAD Drawings of the Contract Documents will be provided by Architect for Contractor's use.
- B. Processing Time:
 - 1. Initial Review: 15 days.
 - 2. Resubmittal Review: 15 days.
 - 3. Sequential Review: 21 days.
 - 4. Concurrent Consultant Review: 15 days.
- C. Submittal Procedures:
 - 1. Submit via email as PDF files.
 - 2. Certificates and Certifications Submittals: Includes signature of entity responsible for preparing certification.
- D. Delegated Design Services Certification: In addition to other required submittals, submit digitally-signed PDF electronic file paper copies of certificate, signed and sealed by the responsible design professional.
- E. Contractor's Review:
 - 1. Submittals: Marked with approval stamp before submitting to Architect.
- F. Architect's Action:
 - 1. Action Submittals: Stamped with an action stamp and returned.
 - 2. Informational Submittals: Reviewed but not returned, or rejected if it does not comply with requirements.
 - 3. Incomplete submittals will be returned without review.
 - 4. Submittals Not Required: May not be reviewed and may be discarded.

END OF SECTION 01 33 00



SECTION 01 40 00
QUALITY REQUIREMENTS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.



- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
 - H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
 - I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- 1.4 CONFLICTING REQUIREMENTS
- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- 1.5 ACTION SUBMITTALS
- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
 - B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
 - C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
 - D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.



7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality- assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality- control procedures similar in nature and extent to those required for Project.
 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 1. Contractor-performed tests and inspections including subcontractor- performed tests and inspections. Include required tests and inspections and Contractor- elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Special Structural Testing and Inspection Program Summary Schedule."
 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.
- G. The Contractor, notwithstanding the requirements of General Conditions, A201 Subparagraph 13.5.1, shall provide a minimum of 5 working days' notice to appropriate Owner consultants before starting Work requiring observation or testing, and a minimum of 3 working days' notice thereafter for each testing and observation for the continuation of the Work items, and a reasonable date and time fixed for such observation and testing. If the Work is covered up prior to any required testing or observation, it shall be uncovered for review at the Contractor's expense.



1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.



1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to



- comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project unless otherwise indicated.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Owner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 1.10 QUALITY CONTROL
 - A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. When any testing or observations indicate that the Work is in non-compliance with the Contract Documents, then all retesting and re-observations shall be performed by the Owner's testing or observation agencies, regardless whether the original test was the Contractor's responsibility. All costs for retesting and re-observations, including additional services of the A/E, A/E's consultants and the Owner's consultants, are the Contractor's responsibility and shall be deducted from the Contract amount by deductive Change Order.
 - B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies a minimum of 5 working days before starting Work requiring observation or testing, and a minimum of 3 working days' notice thereafter when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
 - C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."



- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in- situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work, including any necessary scaffolding and lifts.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting personal and equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. **Distribution:** Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.



1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to the Owner, A/E Structural Engineering Consultant, Owner's consultant, Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.
 7. Refer to Division 01 Section "Owner's Observation and Testing Schedule"
 8. Refer to Division 01 Section "Special Structural Testing and Inspections" for additional information.

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00



SECTION 03 30 00
CAST-IN-PLACE CONCRETE

1.1 SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete foundation walls and footings.
- D. Concrete reinforcement.
- E. Joint devices associated with concrete work.
- F. Concrete curing.
- G. Concrete finishing.
 - 1. Floor surfaces to be left exposed.

1.2 REFERENCE STANDARDS

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International.
- B. ACI 301 - Specifications for Structural Concrete; American Concrete Institute International.
- C. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute International.
- D. ACI 302.2R - Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International.
- F. ACI 305R - Hot Weather Concreting; American Concrete Institute International.
- G. ACI 306R - Cold Weather Concreting; American Concrete Institute International.
- H. ACI 308R - Guide to Curing Concrete; American Concrete Institute International.
- I. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International.
- J. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Billet- Steel Bars for Concrete Reinforcement.
- K. ASTM A775/A775M - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
- L. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
- M. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- N. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- O. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens).
- P. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
- Q. ASTM C150/C150M - Standard Specification for Portland Cement.
- R. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed



Concrete by the Volumetric Method.

- S. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete.
- T. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
- U. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
- V. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy Coated Reinforcing Steel Bars.

1.3 SUBMITTALS

- A. See Section 01 33 00 - Submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix designs: Submit mix design for each mix showing compliance with specified requirements.
- D. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.
- E. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.4 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

2.1 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Steel.
 - 2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
 - 3. Form Ties: Contractor's choice of standard product type that will leave no metal within 1-1/2 inches of concrete surface.

2.2 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M Grade 60 (420).
 - 1. Type: Deformed billet-steel bars.
 - 2. Finish: In accordance with ASTM A775/A775M, unless otherwise indicated.
- B. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage.
 - 2. Chairs, Bolsters, Bar Supports, and Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.



3. Provide components for all locations.

2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal Portland type.
 1. Acquire all cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C 33.
 1. Acquire all aggregates for entire project from same source.
 2. Provide aggregate free of shale at all slab locations exposed to freeze/thaw action.
- C. Fly ash or other cement substitutes in concrete mixes are not allowed except for the following locations:
 1. Fly ash is approved for use only in the concrete mix designs for footings and foundation walls.
 2. Fly ash shall meet or exceed the requirements of NM/DOT Specifications (2005) 3115, Fly Ash for Use in Portland Cement Concrete.
 3. All fly ash used for this total Project shall be from one single manufacturer, one single source only, and shall be certified for use by NM/DOT.
 4. All concrete mix designs using fly ash shall be in accordance with all other requirements of the Project Contract Documents and shall be reviewed and approved for use, and recorded in writing by the Architect and Structural Engineer of Record.
 5. The Contractor shall inform the Special Inspections Laboratory, a firm yet to be determined, in advance of all concrete pours which include design mixes containing fly ash.
 6. The Special Inspections Laboratory shall note the use of fly ash in each and all Project Inspection reports they prepare so that the locations of all concrete containing fly ash is documented for permanent record purposes.
- D. Water: Clean and not detrimental to concrete.

2.4 ADMIXTURES

- A. Chemical Admixture Manufacturers by concrete suppliers:
 1. BASF.
 2. Grace Construction Products.
 3. Fritz Pak.
 4. Sika Corporation U.S.
 5. The Euclid Chemical Company.
 6. Or Approved Equal
- B. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- C. Admixtures shall comply with ASTM C494.
- D. Air Entrainment Admixture: ASTM C260/C260M.

2.5 ACCESSORY MATERIALS

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 1. Minimum Compressive Strength at 48 Hours: 2,400 psi.



2. Minimum Compressive Strength at 28 Days: 7,000 psi.

2.6 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersible acrylic latex, complying with ASTM C1059 Type II.
 1. Products:
 - a. SpecChem, LLC; Strong Bond Acrylic Bonder: www.specchemllc.com.
 - b. W.R. Meadows, Inc.; ACRY-LOK-: www.wrmeadows.com.
 - c. Or Approved Equal
- B. Expansion-Joint Filler: Polyethylene closed-cell backing complying with ASTM D 3575, 1/2 inch thick and full depth of slab less 1/2 inch with peel-off feature. Provide product by BASF Construction Chemicals-Building Systems, W.R. Meadows, or equal.
 1. Place peel-off feature at top of slab when sealants are specified. Remove peel-off portion of expansion-joint filler prior to application of sealants.
 2. Place peel off feature at bottom of slab when no sealants are specified.
- C. Slab Construction Joint Devices: Combination keyed joint form and screed, galvanized steel, with minimum 1 inch diameter holes for conduit or rebar's to pass through at 6 inches on center; ribbed steel stakes for setting.

2.7 CURING MATERIALS

- A. Liquid Membrane Curing Compound: ASTM C 309, Type 2, Class B, White Pigmented.
 1. Product: CURE R-2 by L&M Construction Materials, Inc. or approved equivalent.
 2. Application Locations: Exterior Concrete surfaces unless indicated otherwise. Finish surfaces to a light broom finish prior to applying curing compound.
- B. Moisture-Retaining Sheet: ASTM C171.
 1. White-burlap-polyethylene sheet, weighing not less than 10 oz./per linear yd., 40 inches wide.

2.8 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Materials In General: Do not use materials or combinations thereof that will result in a reaction that is detrimental to the structural integrity or visual appearance of concrete.
- E. Normal Weight Concrete:
 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: As scheduled.
 - a. Footings/Foundations: $f'c=3000$ psi MaxW/CR=0.50. b.
 - Floors on Grade: $f'c=3500$ psi MaxW/CR=0.45.



- c. Above-Grade Concrete Slabs: $f'c=4000$ psi MaxW/CR=0.45. d. Columns: $f'c=4000$ psi MaxW/CR=0.50.
- e. Exposed Exterior Walls: $f'c=4500$ psi Max W/CR=0.45 with 5-7 percent air entrainment.
- 2. Water-Cement Ratio: Maximum 45 percent by weight.
- 3. Total Air Content: 5-7 percent, determined in accordance with ASTM C173/C173M.
- 4. Maximum Slump: 3 inches.
- 5. Maximum Aggregate Size: 3/4 inch.

2.9 MIXING

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Transit Mixers: Comply with ASTM C94/C94M.
- C. Concrete deliveries shall be scheduled to ensure that the concrete in each load is placed within 90 minutes after water was added for non-air entrained concrete and 60 minutes after water was added for air entrained concrete.
- D. If the concrete of a concrete delivery truck was rejected for any reason, the truck shall not be allowed on-site for the next 12 hours.

3.1 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.2 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
 - 1. Use latex bonding agent only for non-load-bearing applications.
- E. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.3 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Fabricate and handle reinforcing in accordance with ASTM D3963/D3963M.
- B. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.



3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Ensure reinforcement, inserts, and other similar items will not be disturbed during concrete placement.
- D. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

3.5 SLAB JOINTING

- A. Locate joints as indicated on the drawings.
 - 1. If no pattern is shown, contractor shall provide for 15'x15' saw cut areas and shall contact Engineer for exact locations of joints.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
 - 1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 24 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.
 - 1. Do not exceed 2 inches deep when/if slab thicknesses are greater than 8 inches.
- E. Construction Joints: Where not otherwise indicated, use metal combination screed and key form, with removable top section for joint sealant.

3.6 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
 - 1. Grout Cleaned Finish: Wet areas to be cleaned and apply grout mixture by brush or spray; scrub immediately to remove excess grout. After drying, rub vigorously with clean burlap, and keep moist for 36 hours.
- D. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
 - 1. Surfaces to Be Left Exposed: "Steel trowel" as described in ACI 302.1R, minimizing burnish marks and other appearance defects.
 - a. Installation of sealant is recommended prior to installation of floor sealers to prevent the need for cleaning of saw cut joints for proper sealant adhesion.
- E. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.
- F. At exterior slabs, aprons, and other horizontal locations provide a light broom finish and liquid membrane curing compound finish unless indicated otherwise.



G. At interior slabs do not over trowel where concrete is to be left exposed to avoid slippery surfaces when wet. Review finishing with Architect's representative prior to completing the work.

3.7 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
 - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than 7 days by saturated burlap unless noted otherwise.
 - a. Saturated Burlap: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place.
 - 2. Final Curing: Begin after initial curing but before surface is dry.

3.8 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. The Special Inspections Laboratory shall note the use of fly ash in each and all Project Inspection reports they prepare so that the locations of all concrete containing fly ash is documented for permanent record purposes.
- D. Submit proposed mix design of each class of concrete to testing firm for review prior to commencement of concrete operations.
- E. Submit proposed mix design of each class of concrete to Architect for review prior to commencement of concrete operations.
- F. Compressive Strength Tests: ASTM C39/C39M. For each test, mold and cure three concrete test cylinders. Obtain test samples from the first truck and for every 100 cu yd. or less of each class of concrete placed.
- G. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- H. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.9 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
 - 1. Concrete damaged by the construction activities required to complete the Work of this section shall also be considered defective concrete.



- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

END OF SECTION 03 30 00

SECTION 04 73 00
MANUFACTURED STONE

1.1 SECTION INCLUDES

- A. Manufactured Stone Veneer.
- B. Manufactured Stone Accessories.
- C. Wall Underlayment.

1.2 RELATED SECTIONS

- A. Section 04 20 00 - Unit Masonry.
- B. Section 06 10 00 - Rough Carpentry.
- C. Section 07 62 00 - Sheet Metal Flashing and Trim.
- D. Section 07 21 26 - Blown Insulation.
- E. Section 07 27 00 - Air Barriers.
- F. Section 07 90 00 - Joint Protection.

1.3 REFERENCES

- A. ASTM C 144 - Standard Specification for Aggregate for Masonry Mortar.
- B. ASTM C 150 - Standard Specification for Portland Cement
- C. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes
- D. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- E. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
- F. ASTM C 847 - Standard Specification for Hydrated Lime for Masonry Purposes
- G. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
- H. International Code Council (ICC): ESR Evaluation Report - 2836
- I. International Code Council (ICC): ICC-ES AC-38 - Acceptance Criteria for Water-resistive Barriers.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Manufactured Stone shall comply with International Code Council (ICC) ESR Report – 2836

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.



3. Color charts.
 4. Installation methods.
 - C. Shop Drawings: Submit detail drawings depicting proper installation and flashing techniques. Coordinate locations with those found on the Drawings.
 - D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
 - E. Verification Samples: For each finish product specified, two samples, minimum size 12 inches (305 mm) square, representing actual product, color, patterns and texture.
 - F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- 1.6 QUALITY ASSURANCE
 - A. Manufacturer Qualifications: Manufacturer with 25 years documented experience manufacturing manufactured stone of the type specified. a
 - B. Installer Qualifications: An installer with 5 years documented experience in the successful installation of manufactured stone of the type specified.
- 1.7 DELIVERY, STORAGE, AND HANDLING
 - A. Store products in manufacturer's unopened packaging until ready for installation.
 - B. Protect products from precipitation combined with freezing temperatures. Product with visible frozen moisture should not be installed
- 1.8 PROJECT CONDITIONS
 - A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
 - B. Comply with ACI Standards for Cold-Weather Construction requirements when air temperature is 40 degrees F (4.5 degrees C) or below.
- 2.1 MANUFACTURERS
 - A. Acceptable Manufacturers: Boral Cultured Stone, Dutch Quality Stone, Stonecrafters of Alamogordo.
 - B. Substitutions: To be approved by architect.
- 2.2 MANUFACTURED STONE PRODUCTS
 - A. General: Products are cast in uniquely designed molds to produce the texture of natural stone.
 1. Each product style is manufactured from a special blend of Portland cement, lightweight aggregates, and Iron oxide pigment to replicate the elegance of natural stone.
 2. Products are cast using a special blend of lightweight aggregates that significantly reduce the effects of "freeze and thaw" while increasing the compression strength to levels above the industry standards.
 - B. Manufactured Stone Veneer:
 1. Style: Dry Stack: Rectangular stone 3 inches (76 mm) high, 6, 12 and 18 inches (152, 305 and 457 mm) long, made to install without grouting in-between. Color: to be chosen.



2.3 TRIM AND SPECIAL SHAPES

A. Wainscot Cap:

1. Size: 3.25 inches by 23.5 inches by 2.5 inches.
2. Color: To Match stone.

B. Post Caps:

1. Style:
 - a. Tapered
2. Size:
 - a. 24 inches by 24 inches.
3. Color: To match stone.

2.4 MORTAR

A. Pre Mixed Mortar: Complying with ASTM C 270:

1. Type: S.
2. Color: To match stone

B. Field Mixed Mortar:

1. Type I Portland Cement complying with ASTM C 150.
2. Hydrated Lime: Complying with ASTM C 207.
3. Aggregate: Sand complying with ASTM C 144 standard masonry type.
4. Color: To match stone

2.5 SURFACE PREPARATION PRODUCTS

A. Wall Underlayment:

1. Asphalt Saturated Felt meeting or exceeding the requirements of ASTM D 226
2. Weather Resistant Barrier meeting the requirements of ICC-ES AC-38

B. Metal Lath:

1. Type: Galvanized 2.5 lb. flat diamond mesh lath ASTM C 847
2. Type: Galvanized 3.4 lb. 3/8 inch (10mm) expanded metal lath ASTM C 847
3. Type: Paper-backed galvanized 3.4 lb. 3/8 inch (10 mm) rib expanded galvanized metal lath

2.6 MORTAR MIX

- ### A.
- Mix materials in accordance with manufacturer's instructions. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C 270.

3.1 EXAMINATION

- ### A.
- Do not begin installation until substrates have been properly prepared.
- ### B.
- If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- ### A.
- Clean surfaces thoroughly prior to installation.
- ### B.
- Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- ### C. Installations Over Open Studs:
1. Apply paper-backed galvanized metal lath specified to the wood studs using



galvanized nails or staples every 6 inches (152mm) vertically on stud centers with a minimum penetration of 3/4 inch (19 mm). Overlap lath sides no less than 1 inch (25mm) and ends no less than 1 inch (25mm).

2. For metal studs use corrosion-resistant self-tapping screws with a 3/8 inch (10 mm) head which provides a minimum 3/4 inch (19 mm) penetration beyond the inside metal surface.
- D. Installations Over Wood Substrates:
1. Cover the approved wood substrate with a weather resistant barrier specified. Lap joints by applying felt horizontally with the upper layer lapped over the lower layer not less than 2 inches (51 mm) and end laps not less than 6 inches (152 mm). Install specified metal lath in accordance with manufacturer's requirements. Use galvanized lath for exterior applications and black metal lath for interior applications.
 2. Lap lath sides not less than 1 inch (25 mm) and end laps not less than 1 inch (25 mm). Lath must be attached with the small diamonds pointing upwards. On inside and outside corners, overlap at least 16 inches (406 mm) in each direction.
 3. Attach metal lath specified using 1-1/2 inch (38 mm) minimum galvanized nails or Staples on 6 inch (152mm) centers penetrating each wall stud a minimum of 1 inch (25 mm)
 4. Apply a mortar scratch coat of 1/2 inch nominal to cover the metal lath. Scratch surface when somewhat firm. If the scratch coat dries before applying the stone, the scratch coat should be moistened by misting with water.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Seal manufactured stone in areas of abnormal moisture contact and exposure to chemicals such as magnesium chloride (ice melt products). Use an impregnating breathable class of sealer as specified, and apply per manufacture recommendation, in areas of abnormal moisture exposure.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 04 73 00



SECTION 05 12 00

STRUCTURAL STEEL FRAMING

1.1 SECTION INCLUDES

- A. Structural steel framing members, support members, custom steel trusses, masonry support angles and all other structural metal items.
- B. Grouting under base plates.

1.2 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Steel fabrications affecting structural steel work.

1.3 REFERENCE STANDARDS

- A. AISC (MAN) - Steel Construction Manual; American Institute of Steel Construction, Inc..
- B. AISC S303 - Code of Standard Practice for Steel Buildings and Bridges; American Institute of Steel Construction, Inc..
- C. AISC S348 - Specification for Structural Joints Using ASTM A325 or A490 Bolts.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- E. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- F. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
- G. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
- H. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Tensile Strength (Metric).
- I. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- J. ASTM A992/A992M - Standard Specification for Structural Steel Shapes.
- K. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
- L. ASTM E94 - Standard Guide for Radiographic Examination.
- M. ASTM E164 - Standard Practice for Ultrasonic Contact Examination of Weldments.
- N. ASTM E165/E165M - Standard Test Method for Liquid Penetrant Examination for General Industry.
- O. ASTM E709 - Standard Guide for Magnetic Particle Testing
- P. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society.
- Q. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society.

1.4 SUBMITTALS

- A. See Section 01 33 00 - Submittal procedures.
- B. Shop Drawings:



1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
2. Provide member and connection design and details not indicated within design documents. Indicate calculated and/or assumed design loads for member and connection design and detail.
3. Indicate cambers and loads.
4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.

2.1 MATERIALS

- A. Steel Angles and Plates: ASTM A36/A36M.
- B. Steel W Shapes and Tees: ASTM A992/A992M.
- C. Cold-Formed Structural Tubing: ASTM A500/A500M, Grade B.
- D. Structural Bolts and Nuts: Carbon steel, ASTM A307, Grade A galvanized to ASTM A 153/A 153M, Class C.
- E. High-Strength Structural Bolts, Nuts, and Washers: ASTM A325 (ASTM A325M), Type 1, medium carbon, galvanized.
- F. Welding Materials: AWS D1.1; type required for materials being welded.
- G. Grout: Non-shrink, non-metallic aggregate type, complying with ASTM C1107/C1107M and capable of developing a minimum compressive strength of 7,000 psi at 28 days. Provide Construction Grout manufactured by BASF Construction Chemicals or equal.
- H. Shop and Touch-Up Primer: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.
- I. Touch-Up Primer for Galvanized Surfaces: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.

2.2 FABRICATION

- A. Shop fabricate to greatest extent possible.
- B. Continuously seal joined members by continuous welds. Grind exposed welds smooth.
- C. Fabricate connections for bolt, nut, and washer connectors.

2.3 FINISH

- A. Shop prime structural steel members. Do not prime surfaces that will be field welded, in contact with concrete, or high strength bolted.
- B. Galvanize structural steel members to comply with ASTM A123/A123M. Provide minimum 1.7 oz./sq. ft. galvanized coating.
 1. Provide this finish at any supporting member of exterior veneer.

3.1 EXAMINATION

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.



3.2 ERECTION

- A. Erect structural steel in compliance with AISC "Code of Standard Practice for Steel Buildings and Bridges".
- B. Allow for erection loads, and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Field weld components indicated on shop drawings.
- D. Do not field cut or alter structural members without approval of Architect.
- E. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.
- F. Grout solidly between column plates and bearing surfaces, complying with manufacturer's instructions for nonshrink grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees.

3.3 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.

END OF SECTION 05 12 00

SECTION 05 40 00 COLD-FORMED METAL FRAMING

1.1 SUMMARY

- A. Exterior soffit joist framing.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance:
 - 1. Dead Loads: As indicated.
 - 2. Live Loads: As indicated.
 - 3. Roof Loads: As indicated.
 - 4. Snow Loads: As indicated.
 - 5. Wind Loads: As indicated.
 - 6. Deflection Limits: 1/360.
- B. Engineering design of cold-formed metal framing by Contractor.

1.3 QUALITY ASSURANCE

- A. Design Standard: AISI's "North American Specification for the Design of Cold- Formed Steel Structural Members" and its "Standard for Cold-Formed Steel Framing- General Provisions."

1.4 MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, G 90 galvanized.
- B. Exterior Wall Framing: Standard C-shaped, unpunched steel studs and U-shaped,



unpunched. Top and bottom track.

1. Minimum Steel Thickness: As specified by structural engineer.

- C. Framing Accessories: Supplementary framing bracing, bridging, and solid blocking web stiffeners gusset plates stud kickers and girts.
- D. Insulation for inaccessible voids.

1.5 INSTALLATION

A. Fasten framing by screw fastening.

- 1. Stud Spacing: **16 inches (406 mm)**.

END OF SECTION 05 40 00

SECTION 05 50 00 METAL FABRICATIONS

1.1 PRODUCTS

- A. Materials: Steel plates, shapes, and bars Steel tubing Steel pipe Slotted channel framing.
- B. Miscellaneous Framing and Supports: Galvanized where indicated.
 - 1. Steel framing and supports for ceiling-hung toilet compartments operable partitions countertops mechanical and electrical equipment applications where framing and supports are not specified in other Sections.
 - 2. Steel framing and supports for wood wall panels.
- C. Loose bearing and leveling plates, galvanized.
- D. Loose steel lintels, galvanized at exterior walls.
- E. Steel weld plates and angles not specified in other Sections, for casting into concrete.

END OF SECTION 05 50 00

SECTION 06 10 53 MISCELLANEOUS ROUGH CARPENTRY

1.1 MATERIALS

- A. Wood Products, General:
 - 1. Maximum Moisture Content of Lumber: 15 percent.
- B. Wood-Preservative-Treated Materials:
 - 1. Preservative Treatment: AWPAC U1; use Category UC2 except use Category UC3b for exterior construction and use Category UC4a for items in contact with the ground.
 - a. Preservative Chemicals: Containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 - 2. Application: Items indicated and the following:
 - a. Items in contact with concrete or masonry.
- C. Fire-Retardant-Treated Materials:
 - 1. Interior Type A unless otherwise indicated.



2. Application: Items indicated and the following:
 - a. Plywood backing panels.
 - b. Blocking.
 - c. Furring.
- D. Miscellaneous Lumber:
 1. Dimension Lumber: Construction or No. 2 grade spruce-pine-fir or hem-fir.
 2. Concealed Boards: 15 percent maximum moisture content.
 - a. Hem-fir, Construction or No. 2 Common.
 - b. Spruce-pine-fir, Construction or 2 Common.
- E. Plywood Backing Panels: Exterior, AC, fire-retardant treated.
- F. Fasteners: Hot-dip galvanized steel where exposed to weather, in ground contact, in contact with treated wood, or in area of high relative humidity.

1.2 INSTALLATION

- A. Furring to Received Plywood: 1X3 inch nominal size furring at 24 inches (610 mm) 600 mm o.c. unless otherwise indicated.

END OF SECTION 06 10 53

SECTION 06 40 23 INTERIOR ARCHITECTURAL WOODWORK

1.1 SUMMARY

- A. Interior running trim: Restaurant.
- B. Rails.
- C. Concession Cabinets/Display Cases: Plastic Laminated finish.
- D. Solid surfacing material counter tops.
- E. Wall Shelves (fully adjustable).

1.2 QUALITY ASSURANCE

- A. Quality Standard: AWI, including installation.
- B. Mockups for each form of construction and finish.

1.3 MATERIALS

- A. Wood Species and Cut for Transparent Finish:
 1. White birch.
- B. Wood Species for Opaque Finish: Any closed-grain hardwood.
- C. Composite Wood Products: Made without urea formaldehyde.
- D. Cabinet Hardware:
 1. Hinges: Butt, concealed, European type.
 2. Pulls: Back mounted Wire.
 3. Locks: Door and drawer.
 4. Exposed Hardware Finishes: Satin chromium plated or Satin stainless steel.
 5. Drawer Guides: full extension ball bearing
- F. Interior Standing and Running Trim for Transparent Finish:



1. Chair rails: As indicated in the finish schedule.
 - G. Concession Cabinets/Display Cases.
 1. Doors: Glass, sliding, top and bottom shoe.
 - a. Lock: Permanently mounted in bottom shoe.
 2. Shelves: Tempered Glass.
 - a. Standards and supports.
 - H. Plastic Laminated Cabinets:
 1. AWI Type of Cabinet Construction: Full Overlay.
 - a. Cabinet exterior plastic laminate finish with thermal foil finishes for door and drawers.
 2. Cabinet Interior: Melamine finishes (white).
- 1.4 INSTALLATION
- A. Shop Finishing:
1. Grade: Same grade as woodwork.
 - a. Finish: Clear catalyzed polyurethane.
 - b. Staining: Match Architect's sample.
 2. Extent: All woodwork shop finished.

END OF SECTION 06 40 23

SECTION 07 21 00
THERMAL INSULATION

- 1.1 MATERIALS
- A. Insulation:
1. Extruded-Polystyrene Board: Type IV, **25 psi (173 kPa)**.
 2. Unfaced Glass-Fiber Blanket: Type I.
- B. Vapor Retarders: Polyethylene

END OF SECTION 07 21 00

SECTION 07 24 19
EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

- 1.1 SUMMARY
- A. Provide air and moisture barrier, and compatible EIFS for vertical above grade exterior walls
- 1.2 SUBMITTALS
- A. Manufacturer's specifications, details, installation instructions and product data
 - B. Manufacturer's code compliance report
 - C. Manufacturer's standard warranty
 - D. Applicator's industry training credentials
 - E. Samples for approval as directed by architect or owner



- F. Sealant manufacturer's certificate of compliance with ASTM C 1382
- G. Prepare and submit project-specific details (when required by contract documents)

1.3 REFERENCES

- A. ASTM Standards:
 - B 117 Test Method for Salt Spray (Fog) Testing
 - C 297 Standard Test Method for Flatwise Tensile Strength of Sandwich Constructions
 - C 578 Specification for Preformed, Cellular Polystyrene Thermal Insulation
 - C 1177 Specification for Glass Mat Gypsum for Use as Sheathing
 - C 1382 Test Method for Determining Tensile Adhesion Properties of Sealants When Used in Exterior Insulation and Finish Systems (EIFS) Joints
 - D 522 Test Methods for Mandrel Bend Test of Attached Organic Coatings
 - D 882 Standard Test Methods for Tensile Properties of Thin Plastic Sheet
 - D 968 Test Method for Abrasion Resistance of Organic Coatings by Falling Abrasive
 - D 1784 Specification for Rigid Poly (Vinyl Chloride) (PVC) and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
 - D 2247 Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
 - D 3273 Test for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
 - E 84 Test Method for Surface Burning Characteristics of Building Materials
 - E 96 Test Methods for Water Vapor Transmission of Materials
 - E 119 Method for Fire Tests of Building Construction and Materials
 - E 330 Test Method for Structural Performance of Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference
 - E 331 Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference
 - E 1233 Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Cyclic Static Air Pressure Difference
 - E 2098 Test Method for Determining Tensile Breaking Strength of Glass Fiber Reinforcing Mesh for Use in Class PB Exterior Insulation and Finish System after Exposure to a Sodium Hydroxide Solution
 - E 2134 Test Method for Evaluating the Tensile-Adhesion Performance of an Exterior Insulation and Finish System (EIFS)
 - E 2178 Test Method for Air Permeance of Building Materials
 - E 2273 Test Method for Determining the Drainage Efficiency of Exterior Insulation and Finish System (EIFS) Clad Wall Assemblies
 - E 2357 Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
 - E 2485 Standard Test Method for Freeze/Thaw Resistance of Exterior Insulation and Finish Systems (EIFS) and Water Resistive Barrier Coatings
 - E 2486 Standard Test Method for Impact Resistance of Class PB and PI Exterior Insulation and Finish Systems (EIFS)



- E 2568 Standard Specification for PB Exterior Insulation and Finish Systems
- E 2570 Test Method for Water-Resistive (WRB) Coatings used Under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage
- G 153 Recommended Practice for Operating Light-and Water-Exposure Apparatus (Carbon-Arc Type) for Exposure of Nonmetallic Materials
- G 154 Recommended Practice for Operating Light-and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials
- B. Building Code Standards
 - AC 235 Acceptance Criteria for EIFS Clad Drainage Wall Assemblies (November, 2009)
- C. National Fire Protection Association (NFPA) Standards
 - NFPA 268 Standard Test Method for Determining Ignitability of Exterior Wall Assemblies Using a Radiant Heat Energy Source
 - NFPA 285 Standard Method of Test for the Evaluation of Flammability Characteristics of Exterior Non-Load-Bearing Wall Assemblies containing Combustible Components Using the Intermediate-Scale, Multistory Test Apparatus

1.4 DESIGN REQUIREMENTS

- A. Moisture Control
 - 1. Prevent the accumulation of water behind the EIFS or into the wall assembly, either by condensation or leakage through the wall construction, in the design and detailing of the wall assembly:
 - a. Provide flashing to direct water to the exterior where it is likely to penetrate components in the wall assembly, including, above window and door heads, beneath window and door sills, at roof/wall intersections, decks, abutments of lower walls with higher walls, above projecting features, at floor lines, and at the base of the wall.
 - b. Air Leakage Prevention – provide continuity of the air barrier system at foundation, roof, windows, doors, and other penetrations through the wall with connecting and compatible air barrier components to minimize condensation and leakage caused by air movement.
 - c. Vapor Diffusion and Condensation – perform a dew point analysis and/or dynamic hydrothermal modeling of the wall assembly to determine the potential for accumulation of moisture in the wall assembly by diffusion. Adjust insulation thickness and/or other wall assembly components accordingly to minimize risk. Avoid the use of vapor retarders on the interior side of the wall in warm, humid climates.
- B. Impact Resistance
 - 1. Provide ultra-high impact resistance of the EIFS to a minimum height of 6'-0" (1.8 m) above finished grade at all areas accessible to pedestrian traffic and other areas exposed to abnormal stress or impact. Indicate the areas with impact resistance other than "Standard" on contract drawings.
- C. Color Selection
 - 1. Colors to be selected.
- D. Joints



1. Provide minimum 3/4 inch (19 mm) wide joints in the EIFS where they exist in the substrate or supporting construction, where the cladding adjoins dissimilar construction or materials, at changes in building height, at expansion, control, and cold joints in construction, and at floor lines in multi-level wood frame construction. Size joints to correspond with anticipated movement. Align terminating edges of EIFS with joint edges of through wall expansion joints and similar joints in construction.
2. Provide minimum 1/2 inch (13 mm) wide perimeter sealant joints at all penetrations through the EIFS (windows, doors, mechanical, electrical, and plumbing penetrations, etc.).
3. Specify compatible backer rod and sealant that has been evaluated in accordance with ASTM C 1382, and that meets minimum 50% elongation after conditioning.
4. Provide joints so that air barrier continuity is maintained across the joint, and drain joints to the exterior, or provide other means to prevent or control water infiltration at joints.

E. Grade Condition

1. Do not specify the EIFS below grade (unless designed for use below grade and permitted by code) or for use on surfaces subject to continuous or intermittent water immersion or hydrostatic pressure. Provide minimum 6 inch (152 mm) clearance above grade or as required by code.

1.5 QUALITY ASSURANCE

A. Manufacturer Requirements

1. Member in good standing of the EIFS Industry Members Association (EIMA)
2. Air/moisture barrier and EIFS manufacturer for a minimum of thirty (30) years
3. Manufacturing facilities ISO 9001:2008 Certified Quality System and ISO 14001:2004 Certified Environmental Management System

B. Contractor Requirements

1. Engaged in application of similar systems for a minimum of three (3) years
2. Knowledgeable in the proper use and handling of materials
3. Employ skilled mechanics who are experienced and knowledgeable in air/moisture barrier and EIFS application, and familiar with the requirements of the specified work
4. Successful completion of minimum of three (3) projects of similar size and complexity to the specified project
5. Provide the proper equipment, manpower and supervision on the job site to install the system in compliance with published specifications and details and the project plans and specifications

C. Insulation Board Manufacturer Requirements

1. EPS board listed by an approved agency
2. EPS board manufactured under Sto licensing agreement and recognized as being capable of producing EPS insulation board to meet EIFS requirements
3. EPS board labeled with information required, the approved listing agency, and the applicable building code.

D. Inspections

1. Provide independent third party inspection where required by code or contract



documents

2. Conduct inspections in accordance with code requirements and contract documents

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in their original sealed containers bearing manufacturer's name and identification of product
- B. Protect coatings (pail products) from freezing and temperatures in excess of 90 F (32 C). Store away from direct sunlight.
- C. Protect Portland cement based materials (bag products) from moisture and humidity. Store under cover off the ground in a dry location.

1.7 PROJECT/SITE CONDITIONS

- A. Maintain ambient and surface temperatures above 40 F (4 C) during application and drying period, minimum 24 hours after application of Air/Moisture barrier and EIFS products
- B. Provide supplementary heat for installation in temperatures less than 40 F (4 C)
- C. Provide protection of surrounding areas & adjacent surfaces from application of products

1.8 COORDINATION/SCHEDULING

- A. Provide site grading such that the EIFS terminates above grade a minimum of 6 inches (150 mm) or as required by code
- B. Coordinate installation of foundation waterproofing, roofing membrane, windows, doors and other wall penetrations to provide a continuously connected air and moisture barrier
- C. Provide protection of rough openings before installing windows, doors, and other penetrations through the wall
- D. Install window and door head flashing immediately after windows and doors are installed
- E. Install diverter flashings wherever water can enter the wall assembly to direct water to the exterior
- F. Install splices or tie-ins from air/moisture barrier over back leg of flashings, starter tracks, and similar details to form a shingle lap that directs incidental water to the exterior
- G. Install copings and sealant immediately after installation of the the EIFS when coatings are dry, and such that, where sealant is applied against the EIFS surface, it is applied against the base coat or primed base coat surface
- H. Schedule work such that air/moisture barrier is exposed to weather no longer than 30 days
- I. Attach penetrations through the EIFS to structural support and provide water tight seal at penetrations

1.9 WARRANTY

- A. Provide manufacturer's standard warranty

2.1 MANUFACTURERS

- A. Provide Air/Moisture Barrier and EIFS coatings and accessories from



- single source manufacturer or approved supplier
- B. The following are acceptable manufacturers:
1. Sto Corp. or Approved Equal – Air/Moisture Barrier, EIFS
 2. Plastic Components, Inc. or Approved Equal – EIFS Accessories
- 2.2 ADHESIVE
- A. Sto Primer Adhesive-B or Approved Equal – factory blended one-component polymer-modified portland cement based adhesive
- 2.3 INSULATION BOARD
- A. Sto EPS Insulation Board or Approved Equal: nominal 1.0 lb./ft.³ (16 kg/m³) Expanded Polystyrene (EPS) insulation board in compliance with ASTM E 2430 and ASTM C 578 Type I requirements and listed, labeled, and furnished in accordance with Section 1.06C.
- 2.4 BASE COAT
- A. Cementitious Base Coat
1. Sto Primer/Adhesive-B or Approved Equal – factory blended one component polymer modified portland cement based base coat. Also used as a leveler for concrete and masonry surfaces
- 2.5 REINFORCING MESHES
- A. High Impact Mesh
1. Sto Intermediate Mesh or Approved Equal – nominal 11.2 oz./yd.² (380 g/m²), high impact, interwoven, open weave glass fiber fabric with alkaline resistant coating for compatibility with Sto materials
- B. Ultra-High Impact Mesh
1. Sto Armor Mat or Approved Equal – nominal 15 oz./yd.² (509 g/m²), ultra-high impact, double strand, interwoven, open-weave glass fiber fabric with alkaline resistant coating for compatibility with Sto materials
- 2.6 PRIMER
- A. Sto Primer Sand or Approved Equal – acrylic based tin table primer with sand for roller application
- B. Sto Primer Smooth or Approved Equal – acrylic based tin table primer for spray application
- 2.7 FINISH COAT
- A. Sto Essence DPR Finish or Approved Equal – acrylic based textured wall finish with graded marble aggregate
- 2.8 JOB MIXED INGREDIENTS
- A. Water – clean and potable
- B. Portland cement – Type I, Type II, or Type I-II in conformance with ASTM C 150
- 2.9 ACCESSORIES
- A. Starter Track – Rigid PVC (polyvinyl chloride) plastic track Part No. STDE as furnished



- by Plastic Components, Inc. or Approved Equal.
- B. Sto-Mesh Corner Bead Standard or Approved Equal – one component PVC (polyvinyl chloride) accessory with integral reinforcing mesh for outside corner reinforcement.
- C. Sto Drip Edge Profile or Approved Equal - one component PVC (polyvinyl chloride) accessory with integral reinforcing mesh that creates a drip edge and plaster return

2.10 MIXING

- A. Sto Gold Fill or Approved Equal – mix with a clean, rust-free high speed mixer to a uniform consistency
- B. Sto Gold Coat or Approved Equal – mix with a clean, rust-free high speed mixer to a uniform consistency
- C. Sto Primer/Adhesive-B or Approved Equal – mix ratio with water: 5-6.5 quarts (4.7-6.2 L) of water per 50 pound (23 kg) bag of Sto Primer/Adhesive-B. Pour water into a clean mixing pail. Add Sto Primer/Adhesive-B, mix to a uniform consistency and allow to set for approximately 5 minutes. Adjust mix if necessary by adding up to 12 fl. oz. (0.35L) of water per bag and re-mix to a uniform trowel consistency. Avoid retempering. Keep mix ratio consistent. Do not exceed maximum amount of water in mix ratio.
- D. Sto Primer/Adhesive or Approved Equal – mix ratio with portland cement is 1:1 by volume. Pour Sto Primer/Adhesive into a clean mixing pail. Add portland cement, mix to a uniform consistency and allow to set for approximately five minutes. Adjust mix if necessary by adding up to 8 fluid ounces (0.24L) of water per pail and remix to a uniform trowel consistency. Avoid retempering. Keep mix ratio consistent.
- E. Sto Flexyl or Approved Equal --mix ratio with portland cement: 1:1 ratio by weight. Pour Sto Flexyl into a clean mixing pail. Add portland cement, mix to a uniform consistency and allow to set for approximately five minutes. Adjust mix if necessary with additional Sto Flexyl and remix to a uniform trowel consistency. Avoid retempering. Keep mix ratio consistent.
- F. Sto Watertight Coat or Approved Equal – pour liquid component into a clean mixing pail. Add dry component, mix to a uniform consistency and allow to set for approximately five minutes. Adjust mix if necessary and remix to a uniform trowel consistency. Avoid retempering. Keep mix ratio consistent.
- G. Sto primer or Approved Equal – mix with a clean, rust-free high speed mixer to a uniform consistency
- H. Sto Essence DPR Finish or Approved Equal – mix with a clean, rust-free high speed mixer to a uniform consistency. A small amount of water may be added to adjust workability. Limit addition of water to amount needed to achieve the finish texture.
- I. Mix only as much material as can readily be used
- J. Do not use anti-freeze compounds or other additives

3.1 EXAMINATION

- A. Inspect concrete and masonry substrates prior to start of application for:
 - 1. Contamination—algae, chalkiness, dirt, dust, efflorescence, form oil, fungus, grease, laitance, mildew or other foreign substances
 - 2. Surface absorption and chalkiness



3. Cracks—measure crack width and record location of cracks
 4. Damage and deterioration such as voids, honeycombs and spalls
 5. Moisture content and moisture damage—use a moisture meter to determine if the surface is dry enough to receive the products and record any areas of moisture damage
 6. Compliance with specification tolerances—record areas that are out of tolerance (greater than ¼ inch in 8-0 feet [6mm in 2438 mm] deviation in plane)
- B. Inspect sheathing application for compliance with applicable requirement and installation in conformance with specification and manufacturer requirements:
1. Glass Mat Faced gypsum sheathing compliant with ASTM C 1177
 2. Exterior Grade and Exposure I wood based sheathing – APA Engineered Wood Association E 30
 3. Cementitious sheathing – consult manufacturer
 4. Attachment into structural supports with adjoining sheets abutted (gapped if wood-based sheathing) and fasteners at required spacing to resist design wind pressures as determined by design professional
 5. Fasteners seated flush with sheathing surface and not over-driven
- C. Report deviations from the requirements of project specifications or other conditions that might adversely affect the Air/Moisture Barrier and the EIFS installation to the General Contractor. Do not start work until deviations are corrected.

3.3 SURFACE PREPARATION

- A. Remove surface contaminants on concrete, concrete masonry, gypsum sheathing, or coated gypsum sheathing surfaces
- B. Repair cracks, spalls or damage in concrete and concrete masonry surfaces and level concrete and masonry surfaces to comply with required tolerances
- C. Apply conditioner (consult Sto) by spray or roller to chalking or excessively absorptive surfaces or pressure wash to remove surface chalkiness
- D. Remove fasteners that are not anchored into supporting construction and seal holes with air barrier material
- E. Seal over-driven fasteners with air barrier material and install additional fasteners as needed to comply with fastener spacing requirement
- F. Fill large gaps between sheathing or voids around pipe, conduit, scupper, and similar penetrations with spray foam and shave flush with surface (refer to Sto Details)
- G. Replace weather-damaged sheathing and repair or replace damaged or cracked sheathing

END OF SECTION 07 24 19



SECTION 07 27 20
AIR BARRIERS

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Fluid-applied membrane air barrier, vapor retarding.
 - 2. Self-adhering, vapor-retarding, modified bituminous sheet air barriers.

1.2 DEFINITIONS

- A. ABAA: Air Barrier Association of America.
- B. Air Barrier Assembly: The collection of air barrier materials and auxiliary materials applied to an opaque wall, including joints and junctions to abutting construction, to control air movement through the wall.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Air barrier assembly shall be capable of performing as a continuous vapor-retarding air barrier and as a liquid-water drainage plane flashed to discharge to the exterior incidental condensation or water penetration. Air barrier assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits.
- B. Air Barrier Assembly Air Leakage: Not to exceed 0.04 cfm x sq. ft. of surface area at 1.57 lb./sq. ft.; ASTM E 2357.

1.4 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's written instructions for evaluating, preparing, and treating substrate; technical data; and tested physical and performance properties of air barrier.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For air barriers, certifying compatibility of air barrier and accessory materials with Project materials that connect to or that come in contact with the barrier; signed by product manufacturer.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for air barriers.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm experienced in applying air barrier materials similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance and that is trained and authorized by membrane manufacturer, employs certified and registered installers, and complies with ABAA's Quality Assurance Program.
- B. Pre-installation Conference: Conduct conference at Project site.
 - 1. Include installers of other construction connecting to air barrier, including roofing, waterproofing, architectural precast concrete, masonry, sealants, windows, glazed curtain walls, and door frames.
 - 2. Review air barrier requirements including surface preparation, substrate condition and pretreatment, minimum substrate curing period, forecasted



weather conditions and membrane curing period, special details and sheet flashings, mockups, installation procedures, sequence of installation, testing and inspecting procedures, and protection and repairs.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store liquid materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air barrier manufacturer.
- B. Remove and replace liquid materials that cannot be applied within their stated shelf life.
- C. Store rolls according to manufacturer's written instructions.
- D. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Apply air barrier within the range of ambient and substrate temperatures recommended by air barrier manufacturer. Protect substrates from environmental conditions that affect performance of air barrier. Do not apply air barrier to a damp or wet substrate or during snow, rain, fog, or mist.

1.9 WARRANTY

- A. Material Warranty: Provide the manufacturer's 5 year air barrier material warranty.

2.1 FLUID-APPLIED MEMBRANE AIR BARRIER

- A. Fluid-Applied, Vapor-Retarding Membrane Air Barrier: Elastomeric, modified bituminous or synthetic polymer membrane.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Synthetic Polymer Membrane:
 - 1) Grace, W. R. & Co.; Perm-A-Barrier Liquid.
 - 2) Henry Company; Air-Bloc 21FR (fire-rated 32 (waterborne).
 - 3) Rubber Polymer Corporation; Rub-R-Wall Airtight.
 - 4) Or Approved Equal
 - 2. Physical and Performance Properties:
 - a. Membrane Air Permeance: Not to exceed 0.004 cfm x sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E 2178.
 - b. Membrane Vapor Permeance: Not to exceed 0.1 perm; ASTM E 96.

2.3 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by air barrier manufacturer for intended use and compatible with air barrier membrane. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Primer: Liquid waterborne primer recommended for substrate by manufacturer of air barrier material, and with a VOC of less than 50 gm/L.
- C. Counterflashing Strip: Modified bituminous, 40-mil- thick, self-adhering sheet consisting of 32 mils of rubberized asphalt laminated to an 8-mil- thick, cross laminated polyethylene film with release liner backing.
- D. Modified Bituminous Transition Strip: Vapor-retarding, 40-mil- thick, smooth- surfaced, self-adhering; consisting of 36 mils of rubberized asphalt laminated to a



- 4-mil- thick polyethylene film with release liner backing.
- E. Termination Mastic: Cold fluid-applied elastomeric liquid; trowel grade.
- F. Joint Reinforcing Strip: Air barrier manufacturer's glass-fiber-mesh tape
- G. Substrate Patching Membrane: Manufacturer's standard trowel-grade substrate filler.
- H. Adhesive and Tape: Air barrier manufacturer's standard adhesive and pressure-sensitive adhesive tape.
- I. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, 0.0187 inch thick, and Series 300 stainless-steel fasteners.
- J. Preformed Silicone-Sealant Extrusion: Manufacturer's standard system consisting of cured low-modulus silicone extrusion, sized to fit opening widths, with a single- component, neutral-curing, Class 100/50 (low-modulus) silicone sealant for bonding extrusions to substrates.
- K. Joint Sealant: ASTM C 920, single-component, neutral-curing silicone; Class 100/50 (low-modulus), Grade NS, Use NT related to exposure, and, as applicable to joint substrates indicated, Use O. Comply with Division 07 Section "Joint Sealants."

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance.
 - 1. Verify that substrates are sound and free of oil, grease, dirt, excess mortar, or other contaminants.
 - 2. Verify that concrete has cured and aged for minimum time period recommended by air barrier manufacturer.
 - 3. Verify that concrete is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 4. Verify that masonry joints are flush and completely filled with mortar.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Clean, prepare, treat, and seal substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air barrier application.
- B. Mask off adjoining surfaces not covered by air barrier to prevent spillage and overspray affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate patching membrane.
- E. Remove excess mortar from masonry ties, shelf angles, and other obstructions.
- F. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.
 - 1. Install modified bituminous strips and center over treated construction and contraction joints and cracks exceeding a width of 1/16 inch.
- G. At changes in substrate plane, apply sealant or termination mastic beads at sharp corners



- and edges to form a smooth transition from one plane to another.
- H. Cover gaps in substrate plane and form a smooth transition from one substrate plane to another with stainless-steel sheet mechanically fastened to structural framing to provide continuous support for air barrier.

3.3 JOINT TREATMENTS (FLUID APPLIED MEMBRANE)

- A. Gypsum Sheathing: Fill joints greater than 1/4 inch with sealant according to ASTM C 1193 and with air barrier manufacturer's written instructions. Apply first layer of fluid air barrier membrane at joints. Tape joints with joint reinforcing strip after first layer is dry. Apply a second layer of fluid air barrier membrane over joint reinforcing strip.

3.4 INSTALLATION , GENERAL (FLUID APPLIED MEMBRANE)

- A. Install fluid-applied membrane air barrier system in accordance with manufacturer's instructions.

3.5 TRANSITION STRIP INSTALLATION (FLUID APPLIED MEMBRANE)

- A. Install strips, transition strips, and auxiliary materials according to air barrier manufacturer's written instructions to form a seal with adjacent construction and maintain a continuous air barrier.
1. Coordinate the installation of air barrier with installation of roofing membrane and base flashing to ensure continuity of air barrier with roofing membrane.
 2. Install modified bituminous strip on roofing membrane or base flashing so that a minimum of 3 inches of coverage is achieved over both substrates.
- B. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by air barrier sheet in same day. Reprime areas exposed for more than 24 hours
1. Prime glass-fiber-surfaced gypsum sheathing with number of prime coats needed to achieve required bond, with adequate drying time between coats.
- C. Connect and seal exterior wall air barrier membrane continuously to roofing membrane air barrier, concrete below grade structures, floor to floor construction, exterior glazing and window systems, storefront systems, exterior door framing, and other construction used in exterior wall openings, using accessory materials as required to provide continuity of air barrier.
- D. At end of each working day, seal top edge of strips and transition strips to substrate with termination mastic.
- E. Apply joint sealants forming part of air barrier assembly within manufacturer's recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Wall Openings: Prime concealed perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply preformed silicone-sealant extrusion so that a minimum of 3 inches (75 mm) of coverage is achieved over both substrates. Maintain 3 inches (75 mm) of full contact over firm bearing to perimeter frames with not less than 1 inch (25 mm) of full contact.
1. Preformed Silicone-Sealant Extrusion: Set in full bed of silicone sealant applied to walls, frame, and membrane.
- G. Fill gaps in perimeter frame surfaces of windows, curtain walls, storefronts, and doors, and miscellaneous penetrations of air barrier membrane with foam sealant.



- H. Seal strips and transition strips around masonry reinforcing or ties and penetrations with termination mastic.
 - I. Seal top of through-wall flashings to air barrier with termination bar and sealant.
 - J. Seal exposed edges of strips at seams, cuts, penetrations, and terminations not concealed by metal counterflashing's or ending in reglets with termination mastic as required by membrane manufacturer.
 - K. Repair punctures, voids, and deficient lapped seams in strips and transition strips. Slit and flatten fish mouths and blisters. Patch with transition strips extending 6 inches beyond repaired areas in strip direction.
- 3.6 AIR BARRIER MEMBRANE INSTALLATION (FLUID APPLIED MEMBRANE)
- A. Apply air barrier membrane to form a seal with strips and transition strips and to achieve a continuous air barrier according to air barrier manufacturer's written instructions.
 - B. Apply air barrier membrane within manufacturer's recommended application temperature ranges.
 - C. Apply primer to substrates that receive self-adhered at required rate and allow to dry. Limit priming to areas that will be covered by air barrier sheet in same day. Reprime areas exposed for more than 24 hours.
 - 1. Prime glass-fiber-surfaced gypsum sheathing with number of prime coats needed to achieve required bond, with adequate drying time between coats.
 - D. Apply a continuous unbroken air barrier to substrates according to the following minimum thickness. Apply membrane in full contact around protrusions such as masonry ties.
 - 1. Vapor-Retarding Membrane Air Barrier: 60-mil dry film thickness.
 - E. Apply strip and transition strip a minimum of 1 inch onto cured air membrane or strip and transition strip over cured air membrane overlapping 3 inches onto each surface according to air barrier manufacturer's written instructions.
 - F. Do not cover air barrier until it has been tested and inspected by Owner's testing agency.
 - G. Correct deficiencies in or remove air barrier that does not comply with requirements; repair substrates and reapply air barrier components.

END OF SECTION 07 27 20

SECTION 07 41 13

Metal Roof Panels

- 1.1 SECTION INCLUDES
 - A. Trapezoidal-rib, snap joint, standing seam metal roof panels, with related metal trim and accessories.
- 1.2 REFERENCES
 - A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:
 - 1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
 - 2. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.



- B. American Society of Civil Engineers (ASCE): www.asce.org/codes-standards:
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
 - C. ASTM International (ASTM): www.astm.org:
 - 1. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products
 - 3. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 4. ASTM A 980 - Standard Specification for Steel, Sheet, Carbon, Ultra High Strength Cold Rolled.
 - 5. ASTM C 645 - Specification for Nonstructural Steel Framing Members.
 - 6. ASTM C 920 - Specification for Elastomeric JointSealants.
 - 7. ASTM D 1003 - Standard Test Method for Haze and Luminous Transmittance of Transparent Plastics.
 - 8. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
 - 9. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
 - 10. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 - 11. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 - 12. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
 - 13. ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
 - D. Cool Roof Rating Council (CRRC):
www.coolroofs.org/productratingprogram.html:
 - 1. CRRC-1-2008 - CRRC Product Rating Program.
 - E. International Accreditation Service (IAS):
 - 1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.
 - F. Underwriters Laboratories, Inc. (UL): www.ul.com:
 - 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies
- 1.3 ADMINISTRATIVE REQUIREMENTS
- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.
 - 1. Coordinate building framing in relation to metal panel system.
 - 2. Coordinate openings and penetrations of metal panel system.
 - 3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels
- 1.4 QUALITY ASSURANCE
- A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a



single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.

- B. **Manufacturer Qualifications:** Approved manufacturer listed in this Section with minimum five years' experience in manufacture of similar products in successful use in similar applications.

1. **Approval of Comparable Products:** Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

- a. Product data, including certified independent test data indicating compliance with requirements.
- b. Samples of each component.
- c. Sample submittal from similar project.
- d. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
- e. Sample warranty.
- f. IAS AC 472 certificate.

2. Approved manufacturers must meet separate requirements of Submittals Article.

- C. **Installer Qualifications:** Experienced Installer [certified by metal panel manufacturer] with minimum of five years' experience with successfully completed projects of a similar nature and scope.

1. **Installer's Field Supervisor:** Experienced mechanic [certified by metal panel manufacturer] supervising work on site whenever work is underway.

- D. **Buy American Compliance:** Materials provided under work of this Section shall comply with the following requirements:

1. Buy American Act of 1933 BAA-41 U.S.C §§ 10a – 10d.
2. Buy American provisions of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA).

1.5 ACTION SUBMITTALS

- A. **Product Data:** Manufacturer's data sheets for specified products.
- B. **Shop Drawings:** Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.
1. Indicate points of supporting structure that must coordinate with metal panel system installation.
 2. Include data indicating compliance with performance requirements.
 3. Include structural data indicating compliance with requirements of authorities having jurisdiction.
- C. **Samples for Initial Selection:** For each exposed product specified including sealants.
- D. **Samples for Verification:** Provide 12-inch long section of each metal panel profile.

1.6 INFORMATIONAL SUBMITTALS

- A. **Product Test Reports:** Indicating compliance of products with requirements, witnessed by a professional engineer.
- B. **Qualification Information:** For Installer firm and Installer's field supervisor.
- C. **IAS Accreditation Certificate:** Indicating that manufacturer is accredited under provisions



- of IAS AC 472.
- D. Buy American Certification: Manufacturers' letters of compliance acceptable to authorities having jurisdiction, indicating that products comply with requirements.
- E. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.
- 1.7 CLOSEOUT SUBMITTALS
 - A. Maintenance data.
 - B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.
- 1.8 DELIVERY, STORAGE, AND HANDLING
 - A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
 - 1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
 - 2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.
- 1.9 COORDINATION
 - A. Coordinate sizes, profiles, and locations of roof curbs and other roof-mounted equipment and roof penetrations, based upon sizes of actual selected equipment.
- 1.10 WARRANTY
 - A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.
 - B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within [25] years from date of Substantial Completion, including:
 - 1. Fluoropolymer Two-Coat System:
 - a. Color fading in excess of 10 Hunter units per ASTM D 2244.
 - b. Chalking in excess of No. 8 rating per ASTM D 4214.
 - c. Failure of adhesion, peeling, checking, or cracking.
 - 2. Modified Silicone-Polyester Two-Coat System:
 - a. Color fading in excess of 7 Hunter units per ASTM D 2244, for non-vertical
 - b. Chalking in excess of No.7 rating per ASTM D 4214, for vertical applications.
 - c. Failure of adhesion, peeling, checking, or cracking.
- 2.1 MANUFACTURER
 - A. Basis of Design Manufacturer: MBCI Metal Roof, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224; Email: info@mbci.com; Web: www.mbc.com.
- 2.2 PERFORMANCE REQUIREMENTS
 - A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.



- B. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated:
 - 1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
 - a. Wind Uplift Testing: Certify capacity of metal panels by actual testing of proposed assembly per ASTM E 1592.
 - 2. Snow Loads: 20 lb./sq. ft.
 - 3. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of [1/180] of the span with no evidence of failure.
 - 4. Seismic Performance: Comply with ASCE 7, Section 9, "Earthquake Loads."
- C. Wind Uplift Resistance: Comply with UL 580 for wind-uplift class [UL-60]
- D. Air Infiltration, ASTM E 1680:
 - 1. Maximum 0.25 cfm/sq. ft. (1.27 L/s per sq. m) at static-air-pressure difference of 6.24 lb./sq. ft. (300 Pa).
 - 2. Maximum 0.50 cfm/sq. ft. (2.54 L/s per sq. m) at static-air-pressure difference of 12.00 lb./sq. ft. (575 Pa).
- E. Water Penetration Static Pressure, ASTM E 1646: No uncontrolled water penetration at a static pressure of 12 lb./sq. ft. (575 Pa).
- F. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

2.3 METAL ROOF PANELS

- A. Snap Joint, Concealed Fastener, Trapezoidal Seam Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with raised trapezoidal ribs at panel edges, installed by lapping and interlocking edges of adjacent panels, and mechanically attaching panels to supports using concealed clips and fasteners in a weathertight installation.
 - 1. Basis of Design: MBCI, Ultra-Dek, www.mbc.com/ultradek.html.
 - 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ55 (Grade 340, Coating Class AZM165) unpainted Galvalume Plus coating.
 - a. Nominal Coated Thickness: [24 gage].
 - 3. Panel Width: [24 inches (610 mm)].
 - 4. Panel Seam Height: 3 inch (76 mm).
 - 5. Joint Type: Snap joint.

2.4 METAL ROOF PANEL ACCESSORIES

- A. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings, in [manufacturer's standard profiles] [profiles as indicated]. Provide required fasteners, closure strips, thermal spacers, splice plates, support plates, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
- C. Panel Clips: Provide panel clip of type specified, at spacing indicated on approved shop



drawings.

1. Two-piece Floating: ASTM C 645, with ASTM A 653/A 653M, G90 (Z180) hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
 2. Single-Piece Fixed: ASTM A 980 with zinc electroplated galvanized coating.
- D. Panel Fasteners: Self-tapping screws and other acceptable corrosion-resistant fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply fasteners with EPDM or neoprene gaskets and heads matching color of metal panels by means of factory-applied coating.
- E. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
1. Factory-Applied Seam Sealant: Manufacturer's standard hot-melt type.
 2. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
- F. Steel Sheet Miscellaneous Framing Components: ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.
- G. Light Transmitting Panel: Manufacturer's standard UV-resistant translucent panel, 24-inch- (610 mm-) wide, white, with measured haze value of 90 percent or greater when measured in accordance with ASTM D 1003.
- H. Roof Accessories: Approved by metal roof panel manufacturer.

2.5 FABRICATION

- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.
- C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- D. Sheet Metal flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

3.1 EXAMINATION

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
 2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
 - a. 1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal roof panel system installation.

3.2 PREPARATION



- A. Miscellaneous Supports: Install sub framing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions.
- B. Flashings: Provide flashings as required to complete metal roof panel system. Install in accordance with Section 07 62 00 "Sheet Metal Flashing and Trim" and approved shop drawings.

3.3 METAL PANEL INSTALLATION

- A. Snap-Joint, Trapezoidal Standing Seam Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
 - 1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
 - 2. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 - 3. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
 - 4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
 - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
 - 3. Provide concealed fasteners except where noted on approved shop drawings.
 - 4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
 - 1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.5 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.



- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION 07 41 13

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

1.1 SUMMARY

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Copings.
 - 2. Metal flashings.
 - 3. Reglets.

1.2 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Section.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

1.4 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Endure best possible weather resistance, durability of Work, and protection of material and finishes.

1.5 WARRANTY

- A. General Warranty: The warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Document and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Document.

2.1 METALS

- A. Galvanized Steel Sheet: ASTM A 526, G 90 (ASTM A 526M, Z 275), commercial quality, or ASTM A 527, G 90 (ASTM A 527M, Z 275), lock-forming quality, hot-dip galvanized steel sheet with 0.20 percent copper, mil phosphatized where indicated for painting; not less than 20 gauge thick, unless otherwise indicated.
- B. Sheet metal shall be hot-dipped galvanized steel sheets conforming to ASTM: A653 using consultant approved manufacturer. Weight of galvanized coating shall be not less than 1.25



ounces per square foot, “commercial”, unless otherwise indicated, galvanized sheet metal shall not be lighter than 24-gauge (0.250 inch).

- C. Accessories shall be zinc-coated.
- D. Solder shall be pig-lead block tin (50-50) conforming to ASTM:B32.
- E. Pre-coated metal shall be a minimum of 24 gauge commercial quality steel with a hot dipped, galvanized, primed fluoropolymer-type finish.
- F. Exposed surfaces shall have a smooth type finish with color selected by the Owner from the manufacturer standard.
 - 1. All exposed surfaces shall be protected with a strippable type plastic film to be removed after the installation at the fabricated metal.
 - 2. Exposed fasteners shall have gasketed, pre-coated heads with matching color.

2.2 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Solder: ASTM:B32, Grade Sn50, used with rosin flux.
- B. Stainless Steel Term Bar: 1/16" x 1 1/2", Type 30A, with predrilled holes 6" on center.
- C. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened. Note: Term bar fasteners to be 1/4" diameter by 1 1/2" long, nylon fastener with stainless steel drive pin.
- D. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15 mil (0.4 mm) dry film thickness per coat.
- E. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants".
- F. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet metal.
- G. Paper Slip Sheet: 5 lb./square red rosin, sized building paper conforming to DS UU-B-790, Type I, Style 1b.
- H. Self-adhering Membrane: A 40 mil (0.040 inch) self-adhering modified bituminous sheet. Products: Ice and Water Shield by W.R. Grace or equal.
- I. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; no corrosive; size and thickness required for performance.
- J. Roofing Cement: ASTM:D4586, Type I, asbestos free, asphalt based.

2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet



metal

- C. Form exposed sheet metal work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Expansion Provisions: Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet- type expansion provision in work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- E. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- F. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- G. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- H. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, no corrosive metal recommended by sheet metal manufacturer.

2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight need to comply with performance requirements but not less than that listed below for each application and metal.
- B. GUTTER AND DOWN SPOUTS
 - 1. Galvanized steel: 24 gauge.
- C. Copings: Fabricate from the following material:
 - 1. Pre-finished steel: 24 gauge.

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual". Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work.



Space movement joints at maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints or intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

- D. Solder Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1 ½ inches, except where pretinned surface would show in finished Work.
- E. Do not solder the following materials:
 - 1. Coil-coated galvanized steel sheet.
- F. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- G. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
- H. Use joint adhesive for nonmoving joints specified not to be soldered.
- I. Seams: Fabricate nonmoving seams and horizontal seams at metal siding panels in sheet metal with flat-lock seams. Seal with elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
- J. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
- K. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION 07 62 00



SECTION 07 92 00
JOINT SEALANTS

- 1.1 PRECONSTRUCTION TESTING
 - A. Preconstruction compatibility and adhesion testing.
 - B. Preconstruction field-adhesion testing.
- 1.2 WARRANTY
 - A. Installer Warranty: Two years.
- 1.3 MATERIALS
 - A. VOC Content of Interior Sealants:
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
 - B. Stain Test: ASTM C 1248.
 - C. Suitability for Contact with Food: Comply with 21 CFR 177.2600, where applicable.
- 1.4 JOINT SEALANTS
 - A. Neutral-Curing Silicone Joint Sealant:
 - 1. Type: Single component or multicomponent.
 - 2. Grade: nonsag.
 - 3. Class: 100/50.
 - 4. Uses Related to Exposure: Nontraffic.
 - B. Mildew-Resistant Neutral-Curing Silicone Joint Sealant:
 - 1. Type: Single component.
 - 2. Grade: nonsag.
 - 3. Class: 50.
 - 4. Uses Related to Exposure: Traffic and nontraffic, for ceramic tile.
 - C. Urethane
 - 1. Type: Multicomponent.
 - 2. Grade: Non-sag.
 - 3. Class: 25.
 - 4. Uses Related to Exposure: Nontraffic.
 - D. Immersible Urethane Joint Sealant:
 - 1. Type: Single component or multicomponent.
 - 2. Grade: Pourable.
 - 3. Class: 25.
 - 4. Uses Related to Exposure: Traffic or immersible.
 - E. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex.
 - F. Acoustical Joint Sealant: Nonsag, paintable, nonstaining latex.
 - G. Joint-Sealant Backing: Bi-cellular Cylindrical or Bond-breaker tape.
 - 1. "Sof Rod" as manufactured by Nomaco, Inc., a reticulated, closed cell, non-gassing backer rod.
 - 2. ITP Ltd. Soft Type Backer Rod.
- 1.5 FIELD QUALITY CONTROL



- A. Concrete and masonry exterior joints scheduled to receive sealant are to be primed after other preparations are completed. The primer shall be as recommended by the manufacturer.
 - B. Sealant or primer shall not be applied when the air or substrate temperatures are 40 degrees F or below.
- 1.6 SCHEDULE
- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
 - 1. Joint Sealant: Immersible Urethane Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.
 - B. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion.
 - 1. Joint Sealant: Immersible Urethane Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.
 - C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces Joint Sealant:
 - 1. Joint Sealant: Urethane Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.
 - D. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
 - 1. Joint Sealant: Immersible Urethane Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.
 - E. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Sealant: Neutral-Curing Silicone Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.
 - F. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Sealant: Mildew-Resistant Neutral-Curing Silicone Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.
 - G. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Sealant: Acoustical Joint Sealant.
 - 2. Joint-Sealant Color: As selected from manufacturer's full range.

END OF SECTION 07 92 00

SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES

- 1.1 SUMMARY
 - A. Standard hollow metal doors and frames.
- 1.2 QUALITY ASSURANCE
 - A. Standard Hollow Metal Quality Standard: ANSI/SDI A250.8.
 - B. Fire-Rated Doors and Frames: Positive-pressure testing.



1.3 PRODUCTS

- A. Standard Hollow Metal Doors:
 - 1. Design: Flush panel.
 - 2. Thermal-Rated Doors: Exterior.
 - 3. Exterior Doors: Metallic-coated steel sheet faces.
 - a. Level 3 and Physical Performance Level A (Extra Heavy Duty). b. Model: 2 (Seamless).
 - 4. Interior Doors: Cold-rolled steel sheet faces.
 - a. Level 2 and Physical Performance Level B (Heavy Duty). b. Model: 2 (Seamless).
- B. Standard Hollow Metal Frames:
 - 1. Exterior Frames: Metallic-coated steel sheet; full profile welded.
 - a. Frames for Level 3 Steel Doors: **0.067-inch- (1.7-mm-)** thick steel sheet.
 - 2. Interior Frames: Cold-rolled steel sheet; full profile welded. a.
 - Frame Face Dimension: 1 ½ inch.
 - b. Frames for Level 2 Steel Doors: **0.053-inch- (1.3-mm-)** thick steel sheet.
 - c. Frames for Wood Doors: **0.053-inch- (1.3-mm-)** thick steel sheet.
 - d. Frames for Borrowed Lights: **0.053-inch- (1.3-mm-)** thick steel sheet.
- C. Hollow Metal Panels: Same materials, construction, and finish as adjoining hollow metal work.
- D. Accessories:
 - 1. Moldings and stops for glazed lites.
- E. Finishes: Factory priming for field painting.

1.4 INSTALLATION

- A. Metal-Stud Partitions: Frames filled with insulation.

END OF SECTION 08 11 13

**SECTION 08 14 16
FLUSH WOOD DOORS**

1.1 QUALITY ASSURANCE

- A. Quality Standard: AWI.
- B. Fire-Rated Wood Doors: Positive pressure testing.

1.2 DOOR CONSTRUCTION, GENERAL

- A. Low-Emitting Materials: Made with adhesives and composite wood products that do not contain urea formaldehyde.
- B. WDMA I.S.1-A Performance Grade:
 - 1. Heavy Duty unless otherwise indicated.

1.3 VENEERED FACED DOORS FACTORY FINISH

- A. Interior Solid-Core Doors:
 - 1. Grade: Premium, with Grade A faces.



2. Species: White Birch
 3. Cut: Rotary cut.
 4. Match between Veneer Leaves: Slip, or book match, as selected by Architect.
 5. Assembly of Veneer Leaves on Door Faces: Balance match.
 6. Core: Particleboard.
 7. Construction: Five plies, bonded.
 8. WDMA I.S.1A Performance Grade: Heavy Duty.
- 1.4 LIGHT FRAMES
- A. Light-Opening Frames:
 1. Wood beads.
- 1.5 PRIMING/FINISHING
- A. Factory Finishing: All doors.
 - B. Transparent Factory Finishes: Selected from Manufactures Standard Finish Colors.

END OF SECTION 08 14 16

SECTION 08 41 13
ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

- 1.1 SUMMARY
- A. Section Includes:
 1. Exterior and interior manual-swing entrance doors and door-frame units.
- 1.2 DEFINITIONS
- A. ADA/ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disability Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities."
- 1.3 PERFORMANCE REQUIREMENTS
- A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:
 1. Movements of supporting structure indicated on Drawings including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
 2. Dimensional tolerances of building frame and other adjacent construction.
 3. Failure includes the following:
 - a. Deflection exceeding specified limits.
 - b. Thermal stresses transferring to building structure.
 - c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
 - d. Noise or vibration created by wind and by thermal and structural movements.
 - e. Loosening or weakening of fasteners, attachments, and other



- components.
- f. Sealant failure.
- g. Failure of operating units.
- B. Preconstruction Testing: Manufacturer's testing shall have been performed within the last five years on a representative entrance assembly of the type, size and model proposed for this Project.
- C. Delegated Design: Design aluminum-framed systems, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- D. Structural Loads:
 - 1. Wind Loads: Design wind pressure 25 psf.
- E. Deflection of Framing Members:
 - 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches (4.1 m) and to 1/240 of clear span plus 1/4 inch (6.35 mm) for spans greater than 13 feet 6 inches (4.1 m), 1 inch total maximum deflection, or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19 mm), whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.
- F. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:
 - 1. When tested at positive and negative wind-load design pressures, systems do not evidence deflection exceeding specified limits.
 - 2. When tested at 150 percent of positive and negative wind-load design pressures, systems, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not fewer than 10 seconds.
- G. Air Infiltration: Manufacturer's testing shall be in accordance with ASTM Standards E283 for compliance with maximum permissible air infiltration rate of 1.25 cfm/sq. ft. when tested at a minimum pressure differential of 1.567 lbs./sq. ft. based on requirements of the New Mexico Energy Code
- H. Thermal Movements: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
 - 2. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
 - a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 deg F.
 - b. Low Exterior Ambient-Air Temperature: Minus 30 deg F.
 - 3. Interior Ambient-Air Temperature: 70 deg F.



1.4 SUBMITTALS

- A. **Product Data:** For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for aluminum-framed systems.
 - 1. Submit manufacturer's specifications,
 - 2. Technical product data,
 - 3. Performance values,
 - 4. Standard details for the products specified and
 - 5. Manufacturer's recommendation for installation
 - 6. Certification of the Installation Subcontractor
- B. **Test Reports:** The Contractor shall submit test reports on each entrance type. Each report shall be complete, prepared by an independent testing laboratory certified by AAMA, and shall indicate that each entrance type has been tested in accordance with these Specifications and performance criteria established in this Section.
- C. **Structural Calculations:** Delegated design submittal. Submit structural calculations, fabrication, assembly and anchorage details prepared by an independent structural engineer registered in the State of Minnesota, indicating adequacy of all installed materials, to meet the structural load requirements as required by the uniform load structural test and the uniform load deflection test.
- D. **Manuals (O&M):** Submit manufacturer's operating and maintenance manuals for entrance hardware.
- E. **Samples for Verification:** For each type of exposed finish required, in manufacturer's standard sizes.
- F. **Qualification Data:** For qualified Installer and testing agency.
- G. **Manufacturer's certifications.**
- H. **Maintenance Data:** For aluminum-framed systems to include in maintenance manuals.
- I. **Warranties:** Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. **Installer Qualifications:** Manufacturer's authorized representative with a minimum of 5 years' experience specializing in the proper installation of the Specified aluminum entrance assemblies, who is trained and approved for installation of units required for this Project.
- B. **Manufacturer's Certification:** Manufacturers shall submit written certification that the Installation Subcontractors have been approved by them to install their products.
- C. **Source Limitations for Aluminum-Framed Systems:** Obtain from single source from single manufacturer.
- D. **Manufacturer's Certifications:**
 - 1. Manufacturers shall submit written certification that the Installation Subcontractors have been approved by them to install their products.
 - 2. The aluminum entrance manufacturer shall certify in writing, separate from the all-inclusive warranty, that entrances meet or exceed specified criteria; that component parts were properly designed and selected for locale and installation intended; that installation was made in accordance with manufacturer's instructions.
 - 3. The aluminum entrance manufacturer shall certify in writing that the aluminum framed entrances and storefronts are fully compatible with the aluminum framed curtain walls specified in Division 08 Section "Aluminum



Framed Curtain Walls.”

- D. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
 - E. Engineering Responsibility: Prepare data for aluminum-framed systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.
 - F. Product Options: Information on Drawings and in Specifications establishes requirements for systems' aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.
 - 1. Do not revise intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If revisions are proposed, submit comprehensive explanatory data to Architect for review.
 - G. Accessible Entrances: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
- 1.6 PROJECT CONDITIONS
- A. Field Measurements: Verify actual locations of structural supports for aluminum- framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.
- 1.7 WARRANTY
- A. The aluminum entrance manufacturer shall certify in writing, separate from the all- inclusive warranty, that entrances meet or exceed specified criteria; that component parts were properly designed and selected for locale and installation intended; that installation was made in accordance with manufacturer's instructions
 - B. Provide written all-inclusive warranty to the Owner, executed by the General Contractor, the Installation Subcontractors and the respective manufacturers of each product, that all parts of Work in this Section, including insulating glass units, shall be free from defects in materials, workmanship and installation for a period of one (1) year from the date of Substantial Completion. Should any defect develop during warranty period, such defects shall, upon request, be repaired or replaced at no additional cost to the Owner. Cost of such Work shall be borne by the Contractor.
 - C. Provide written all-inclusive warranty to the Owner, executed by the Installation Subcontractor and the respective manufacturers of each product, that all parts of Work in this Section, including insulating glass units, shall be free from defects in materials, workmanship and installation for a period of one (1) year from the expiration of noted warranty in the above paragraph. Should any defect develop during warranty period, such defects shall, upon request, be repaired or replaced at no additional cost to the Owner. Cost of such Work shall be borne by the Installation Subcontractor.
 - D. Warranties shall be dated on the date of Substantial Completion.
- 1.8 MAINTENANCE
- Entrance Door Hardware:
- 1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools



and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.

2.1 MANUFACTURERS

- A. Manufacturers/Products: Subject to compliance with requirements, provide one of the following:
1. EFCO D618 Series.
 2. Graham F-M Enterprises: CMS 60 Campus Door Series
 3. Empirehouse: Varsity Door Series
 4. Tru-Therm/Interclad: Endura II Series
 5. US Aluminum: Duracraft 900 Door
 6. W.L. Hall: Tubecraft 60M Series
 7. Oldcastle
 8. Tubelite
 9. Or Approved Equal

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
- B. Steel Reinforcement:
1. Steel, conforming to ASTM A36, hot-dipped galvanized in accordance with ASTM A123.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed.
1. Finish: 2D (dull, cold rolled).
 2. Surface: Smooth, flat.
 3. Nonferrous, nonmagnetic steel, Type 304

2.3 FRAMING SYSTEM

- A. Aluminum Entrance Frames
1. Provide framing with 2" by depth indicated, extruded aluminum profiles. Frames shall be of thermal break construction EXCEPT jambs of doors and frames of interior entries and storefronts. Frames shall have a minimum wall thickness of 1/8" at hinge locations.
 2. Hinge jamb shall be reinforced by a hot-dipped galvanized 1-1/4" by 1-1/4" by 3/16" steel angle which runs continuously full height of the jamb and is mechanically fastened to the jamb. Hinges shall be anchored directly into steel reinforcing.
 3. Intermediate jamb frames shall be screwed to floor mounted hot-dipped galvanized steel support angles concealed within the frame.
 4. Frames shall be shop mortised and reinforced per hardware manufacturers templates for specified hardware items. Reinforcing shall be hot-dipped galvanized 3/16" thick steel.
 5. Weather-stripping shall be polypropylene pile inserted into extruded races in the door stops. Weather-stripping for exterior doors shall be continuous at head and jambs. Door bottoms shall be weather-stripped.



6. At interior doors, provide silencers at stops to prevent metal-to-metal contact. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.
- B. Glazed Aluminum Curtain Wall Door Frame Inserts/Sub-Frames
 1. Provide extruded aluminum door frame inserts/sub-frame with applied extruded aluminum stop, approximately 7/8" x 4" deep. Hardware reinforcement on door frame inserts/sub-frames shall be completely concealed and fastened in-place without the method of attachment being visible. Hardware attachment to door frames inserts/sub-frames shall also be completely concealed. Weather-stripping shall be polypropylene pile insert. Insert into keyway grooves on the stops of the jambs and head sections of the frame. Coordinate door size, hardware locations and requirements with aluminum entrance shop drawings and the manufacturer.
 2. Internal Reinforcement at Door Frame Inserts/Sub-Frames: Door frame inserts/sub-frames shall be reinforced by a hot dipped galvanized 1-1/4" x 1/4" thick steel bar which runs continuously full height of the insert and is mechanically fastened to the insert. All fasteners, nuts and washers used to secure reinforcement shall be stainless steel
 3. Base of curtain wall jamb frames receiving door frame inserts/sub-frames shall be anchored to prevent movement.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 2. Reinforce members as required to receive fastener threads.
 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system , fabricated from stainless steel.
 4. Frame Anchors: Anchors, heavy duty sleeve or expansion style, vibration resistant and removable, used to secure frame to concrete and grout filled concrete block shall be stainless steel. Type, size and spacing shall be per Project's structural requirements.
 5. Shims: PVC horseshoe shims in non-load bearing conditions and Korolath multipolymer plastic bearing shims per structural calculations and final shop drawing set. Horseshoe shaped Korolath shaped shims are not acceptable in dead load locations.
- E. Concealed Flashing: Dead-soft, 0.018-inch- thick stainless steel, ASTM A 240/A 240M of type recommended by manufacturer.
- F. Sill Drip Tray: 0.062" thick prefabricated Type 304 stainless steel drip tray at the sill of back-up walls at window openings.
- G. Framing System Gaskets and Field Applied Sealants: Manufacturer's standard, recommended by manufacturer for joint type.
 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).



2.4 GLAZING SYSTEMS

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.
- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

2.5 ENTRANCE DOOR SYSTEMS

- A. Door Design: Wide stile; 6-inch nominal stile width, rail widths as indicated on the Drawings.
- B. Aluminum Entrance Doors
 - 1. Aluminum entrance doors shall be monumental quality, with seamless, hollow tube section stiles and rails not less than 2" deep and a minimum wall thickness of not less than 3/16".
 - 2. Each corner of the door shall be factory welded inside the tubes allowing stiles and rails to be accurately fitted to flush hairline joints. Ends of rails shall be sealed prior to abutting stiles for a weathertight connection.
 - 3. Entrance doors shall be reinforced with a stainless steel tie rod of 3/8" diameter running full width of top and bottom rails and fixed with stainless steel nuts and lock washers against extruded aluminum lugs. Lock nuts shall be cadmium plated steel.
 - 4. Hinge stile shall be reinforced for door hinge anchorage with a hot-dipped galvanized, 1-1/4" by 1/4" thick steel bar, which runs continuously for full height and is mechanically fastened for the full height of stile. Hinges shall be anchored directly into steel reinforcing.
 - 5. Doors shall be shop mortised and reinforced per hardware manufacturer's templates for specified hardware items such as pulls, exit devices, closers and overhead stops. Reinforcing shall be hot-dipped galvanized 3/16" thick steel.
 - 6. Door glazing channel shall be snapped in and be made non-removable from the exterior, without visible fasteners. Minimum wall thickness shall be 0.060". Glazing channels shall be sized accordingly to accommodate 1" laminated insulating safety glass units and single pane glass units in thickness specified and where required. Glazing channels butting against door members and butt joints between glazing channel members shall be backsealed to prevent air and water intrusion to the interior. Allow glazing channel to weep infiltrating water to the exterior.
 - 7. Vision lights shall be glazed with a wet/dry glazing system using wet silicone sealant glazing at the exterior and dry gasket glazing at the interior.
- C. Entrance Door Hardware: As specified in Division 08 Section "Door Hardware."

2.6 ACCESSORY MATERIALS

- A. Joint Sealants: For installation at perimeter of aluminum-framed systems and for sheet metal flashings, ASTM C 920, elastomeric urethane sealant
 - 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).



2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 6. Provisions for field replacement of glazing from exterior.
 - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Storefront Framing: Fabricate components for assembly using pre-assembled frames, screw-spline system.
- F. Entrance Doors: Reinforce hinge jamb for hardware anchorage with .250-inch steel bar full height of door. Reinforce doors with .375-inch minimum steel tie rods at top and bottom rails fixed with steel tension plates and lock nuts. Factory weld all four corners of the door in concealed locations.
 - 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
 - 2. At exterior doors, provide weather sweeps with pile sweep strip applied to door bottoms.
- G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.
- I. Sill Drip Tray Fabrication: Integral to the drip tray: provide a pre-formed down turned leg that functions as a continuous keeper strip for sub-sill flashing installed below window opening; a pre-formed upturned leg that functions as a continuous back dam; pre-formed end dams at each jamb. Wall flanges that extend beyond window opening jambs and terminate in alignment with sub-sill flashing end dams. Where window openings require multiple sections of drip tray, splice joints shall be made air and water tight with sealant compatible and bonding with sealant used for the primary sealant joint where entry storefront framing is installed.

2.8 ALUMINUM FINISHES

- A. Exposed surfaces of all aluminum components and trim shall receive an anodized color finish conforming to the Aluminum Association Designation, A/Eural Class 1, AA-M10C22 and the following:
 - 1. The anodic coating shall be continuous, fully sealed and free from powdery



- surfaces.
- 2. Coating thickness shall be a minimum of 0.7 mils when tested in accordance with ASTM B244.
- B. Anodic coating shall be: A44-Electrolytically Deposited Color.
 - 1. Color: To Be Determined
- 3.1 EXAMINATION
 - A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - B. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.2 INSTALLATION
 - A. General:
 - 1. Comply with manufacturer's written instructions.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure nonmovement joints.
 - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
 - 6. Seal joints watertight unless otherwise indicated.
 - 7. The entrance Installation Subcontractor shall furnish and supply all isolation, caulking, and sealant materials required to caulk all joints between entrance frames and other construction to provide a completely thermal broke, weather-tight installation.
 - C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
 - D. Set continuous sill members and flashing in full sealant bed to produce weathertight installation.
 - 1. Thresholds shall be set in a full bed of sealant.
 - E. Sill Drip Tray: Drip tray shall be in full and continuous contact with the top of the back-up wall to allow for transfer of window/curtain wall dead load.
 - 1. Where window openings require multiple sections of drip tray, splice joints shall be made air and water tight. When sealants are used a splice joints, sealant shall be compatible and bond with sealant used for the primary sealant joint where window/curtain wall framing is installed.
 - 2. Coat vertical face of sub-sill flashing with sealant or mastic compatible with air-barrier membrane and with sealant used for primary sealant joints prior to setting drip tray. Attach drip tray to wall using 'nail-in' anchors spaced at 1'-0" on-center through pre-drilled holes in the down turned leg and in the wall flanges. Cap seal anchors and bottom edge of drip tray with sealant.
 - 3. Continuously apply sealant to the perimeter of the wall flange and remainder of drip tray where in contact with exposed concrete block or concrete surfaces. Sealant shall be compatible with sealant used for primary sealant joint where curtain wall framing is installed.
 - F. Install components plumb and true in alignment with established lines and grades, and without warp or rack.
 - G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
 - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at



- weather stripping.
- 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- H. Install perimeter joint sealants to produce weathertight installation.
- 3.3 ERECTION TOLERANCES
 - A. Install aluminum-framed systems to comply with the following maximum erection tolerances:
 - 1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet; 1/4 inch over total length.
 - 2. Alignment:
 - a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch
 - b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
 - B. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.
- 3.4 ADJUSTING
 - A. Adjust operating entrance door hardware to function smoothly as recommended by manufacturer.

END OF SECTION 08 41 13

SECTION 08 42 29.23
SLIDING AUTOMATIC ENTRANCES

1.01 SUMMARY

- A. WORK INCLUDED: Furnish complete automatic aluminum door system, as specified, that has been manufactured, fabricated and installed as per manufacturer's criteria without defects, damage or failure.

1.02 REFERENCES

- A. AMERICAN ASSOCIATION OF AUTOMATIC DOOR MANUFACTURERS (AAADM).
- B. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):
 - 1. ANSI Z97.1: Safety Glazing Materials Used in Buildings - Methods of Test.
 - 2. ANSI A156.10: For Power Operated Pedestrian Doors; Sliding Doors section.
 - 3. ANSI A156.5: Standard for Auxiliary Locks and Associated Products
- C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) B221: Aluminum-Alloy Extruded Bars, Rods, Shapes and Tubes.
- D. BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL (BOCA)
- E. INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS / UNIFORM BUILDING CODE (ICBO/UBC)
- F. INTERNATIONAL CODE COUNCIL / INTERNATIONAL BUILDING CODE (ICC/IBC)
- G. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101: Safety to Life from Fire in Buildings & Structures.
- H. THE ALUMINUM ASSOCIATION (AA) Aluminum Finishes Manual.



- I. INTERTEK, WARNOCK HERSEY (ETL): Testing Laboratory and Certification Agency joined with ETL SEMKO
- J. UNDERWRITERS LABORATORY, INC. (USA & CANADA) UL 325: Electrical Door, Drapery, Gate, Louver, and Window Operators and Systems.

1.03 SUBMITTALS

- A. SHOP DRAWINGS & PRODUCT DATA: Submit drawings and product data showing layout, profiles, product components including anchorage, accessories, finish and glazing details (where required).
- B. CLOSEOUT SUBMITTALS: Submit the following:
 - 1. Owner's Manual & Warranty document as specified herein.
 - 2. AAADM inspection compliance form completed and signed by certified AAADM inspector prior to doors being placed in operation as proof of compliance with ANSI A156.10

1.04 QUALITY ASSURANCE AND PERFORMANCE REQUIREMENTS

- A. INSTALLERS QUALIFICATIONS: Installer shall be factory trained, certified by AAADM, and experienced to perform work of this section.
- B. MANUFACTURER'S QUALIFICATIONS: Manufacturer to have minimum (5) five years successful experience in the fabrication of automatic doors of the type required for this project. Manufacturer capable of providing field service representation during installation, approving acceptable installer and approving application method.
- C. CERTIFICATIONS: Automatic sliding door systems and options shall be factory certified to meet performance design criteria in accordance with the following standards:
 - 1. ANSI A156.10: For Power Operated Pedestrian Doors; Sliding Doors section.
 - 2. NFPA 101: Code for Safety to Life from Fire in Buildings & Structures.
 - 3. ETL Listed: Tested to UL 325 Standards
 - 4. BOCA: Means of Egress, Power Operated Doors
 - 5. ICBO/UBC: Egress Through Lobbies
 - 6. ICC/IBC: Egress Section
- D. OPERATING RANGE: -30° F to 130° F (-34° C to 54° C)
- E. OPENING FORCE REQUIREMENTS FOR EMERGENCY EGRESS:
 - 1. Slide-swing panels shall require no more than 50 lb. (222 N) of force to swing open. Slide-swing panels shall be capable of swinging out 90° from any position of slide movement.
 - 2. Slide-swing panels and swing-out sidelights shall have torsion spring designed to re-close panel if pushed open in the direction of egress.
 - 3. If power fails, slide panels can be manually slid open with no more than 15 lb. (222 N) of force.
 - 4. Units are ETL listed as an exit way and are compliant with NFPA 101.
- F. CLOSING FORCE REQUIREMENTS: Maximum force required to prevent sliding panel from closing = 28 lb.. (124.5 N) Adjustable Reversing Circuit will reopen door unit if closing path is obstructed.
- G. HEADER CAPACITY: Header shall be capable of supporting:
 - 1. Biparting: Up to 250 lbs. (113.4 kg) per slide panel over spans up to 16'-0" (4877mm) without intermediate supports.



1.05 WARRANTIES

- A. **MANUFACTURER'S WARRANTY:** Units to be warranted against defect in material and workmanship for a period of one year from the Date of Substantial Completion. Manufacturer's warranty is in addition to, and not limited to, other rights owner may have under Contract Documents.
- B. **DISTRIBUTOR'S WARRANTY:** 1 year warranty: Labor/ transportation charges for defective parts replacement.

1.06 PROJECT CONDITIONS

FIELD MEASUREMENTS: Verify actual dimensions/openings by field measurements before fabrication and record on shop drawings. Coordinate with fabrication and construction schedule to avoid construction delays.

- A. **ORDERING AND DELIVERY:** Comply with factory's ordering instructions and lead time requirements. Delivery shall be in factory's original, unopened, undamaged containers with identification labels intact.
- B. **STORAGE AND PROTECTION:** Provide protection from exposure to harmful weather conditions and vandalism.

2.01 MANUFACTURER

HORTON AUTOMATICS, a division of Overhead Door Corporation, shall manufacture automatic sliding door(s) of type(s) and size(s) specified on plans and door schedule.

2.02 EQUIPMENT

- A. **MANUFACTURED DOOR UNITS:** Shall include operator, header with roller track, carrier assemblies, framing, sliding door panel(s), sidelite(s), activation, safety devices and accessories required for complete installation.
1. Configuration: Single Slide or Biparting
 2. Mounting Type:
 - a. Perimeter mounted within rough opening with sliding panel(s) sliding along sidelite.
 - b. Surface mounted with sliding panel(s) sliding along wall eliminating need for sidelite.
 3. Door Type:
 - a. Type 010: Sliding panel(s) 'X' shall slide along interior side.
- B. **OPERATOR:** The Electric Operating Mechanism shall be Profiler® Series 2000B Elite Belt Drive. Maximum current draw shall not exceed 3.15 amps. The operator shall be mounted and concealed within the header.
1. Operating force shall be accomplished through a 1/8 HP DC permanent magnet motor with worm gear transmission and 1800 RPM working with drive belt, attached door hangers, and idler pulley. Maximum current draw shall not exceed 3.15 amps. Drive belt to be steel reinforced nylon, 1/2" (13 mm) wide. Idler pulley to be reinforced, metallic material.
 2. Master Control shall be 16 bit microprocessor controller with dual on-board seven-segment alphanumeric diagnostic display and position encoder. The encoder shall monitor revolutions of the operator shaft and send signals to microprocessor controller to define door position and speed. The control shall have minimum of 28 programmable parameters including the following functions as required by ANSI A156.10:



- a. Adjustable opening and closing speeds.
 - b. Adjustable back-check and latching.
 - c. Adjustable braking.
 - d. Adjustable hold-open time between 1 to 30 seconds.
 - e. Adjustable Reversing Circuit will reopen door unit if closing path is obstructed.
 - f. Separate day and night modes of operation with security over-ride.
3. Finger Safety: Strike rail of sliding panel will stop short of adjacent sidelite; resulting opening is net slide.
4. On/Off Switch shall be supplied. When switched OFF, unit reverts to free manual operation (likewise during electrical power failure).
- C. SECURITY AND SAFETY POWER FAIL OPTIONS:**
1. Automatic lock: Automatically locks slide function of door when in closed position. Additional power supply for autolock not acceptable.
 - a. Autolock Fail Secure: If power fails the lock engages.
 - b. Autolock Fail Safe: If power fails the lock disengages.
- D. PROFILER® HEADER:** Shall be slim 4" (102mm) deep by 6" (152mm) high aluminum construction with extruded z-profile reinforcement for dead load and lateral strength. Header shall have removable face plate for service and adjustment of operator and controls. Header mounts flush to 4" framing jambs.
1. Type 410 units will require 6" x 6" header.
 2. SpaceSaver™ headers shall be combined depth of 8" (203mm) with removable face plate for each.
- E. CARRIER ASSEMBLIES AND HEADER ROLLER TRACK:** Carrier assemblies shall support door panels with minimum four rollers per panel. Rollers will be steel, high quality ball bearing wheels 1-1/4" (32 mm) diameter. Anti-Derailing shall be accomplished by means of a continuous aluminum extrusion full length of slide panel travel. Overhead header roller track shall be continuous aluminum, nylon covered, and replaceable.
- F. SLIDING PANEL(S) AND SIDELITE(S):** Shall be aluminum, 1-3/4" (44 mm) deep with narrow stile rails. An intermediate, horizontal rail (muntin bar), 2 1/4" (57 mm) wide, shall be furnished for safety and division of glass (optional on 010 units). Standard bottom rail shall be 4" (102mm) tall. Sliding panels shall have concealed bottom guides to stabilize slide travel.
1. Weather-stripping: Along perimeter of sliding panel(s) and swing-out sidelite(s). Weather-stripping material captured in extruded aluminum door panel. Surface applied self-adhesive weather-stripping not acceptable. Adjustable spring-loaded double astragal weather-stripping at lead edge, double mohair at interlock rails
 2. Standard glazing prep to be for 1/4" (6 mm) glass.
 3. Sliding Panel and Sidelite Options shall be:
 - a. Medium stile construction: 3 3/4" (95mm) wide vertical rails with 6 1/2" (165mm) tall bottom rail. Note: Medium stile construction will reduce slide opening.
 - b. Wide stile construction: 5" (127mm) wide vertical rails with 6 1/2" (165mm) tall bottom rail. Note: Wide stile construction will reduce slide opening.
 - c. Surface applied push bar 1 1/2" (32mm) wide in lieu of standard muntin bar.
 - d. Custom horizontal muntins from



1/2" (13mm) to 10" (254mm) wide.

e. Custom bottom rails up to 10" (254mm) tall.

f. Additional and/or extra wide sidelites of size and type indicated. g. Recessed sidelite and track and non-threshold application.

h. Prep for glazing 5/16" (16mm) to 1" (25mm).

G. **BREAKOUT PANELS:** Slide-swing panels can swing out min.90° from any position of slide movement and require no more than 50 lb.. (222 N) of force applied at the lock stile to open. Slide-swing panels and swing-out sidelites shall utilize spring loaded ball detent.

1. Slide-swing panels and swing-out sidelites shall have torsion spring designed to re-close panel if pushed open in the direction of egress.

2. Breakout mechanism shall provide support across full width of the door, in normal operating mode. Inbreakout mode, torsion assembly shall support weight of the door to minimize drop during emergency egress.

3. Slide-swing panels shall include intermediate horizontal rail.

4. Units with breakout feature are ETL listed as an exit away and are compliant with NFPA 101.

H. **JAMBS/FRAME:** Shall be aluminum. Jamb dimensions to be:

1. 1 3/4" (44mm) deep by 4" (102mm) wide for Types 010, 110, & 310. Optional jambs include:

2. Frame Option: Transom of size and type indicated, mounted on header

I. **THRESHOLD:** Shall be aluminum, 1/2" (25 mm) tall by 4" (102 mm) wide.

J. **HARDWARE:** ANSI A156.5, Grade 1, 2-Point Locking provided and installed in strike rail shall include:

1. Thumbturn mounted on interior side.

2. Hardware Options:

a. Surface mounted Panic Exit Device for door type 310.

2.03 RELATED EQUIPMENT

BASIC SENSOR SYSTEM: Shall be 24 VDC, class II circuit and shall be adjusted and installed in compliance with

ANSI A156.10. System shall include the following:

A. **ACTIVATION SENSORS:** Microwave or active infrared sensor shall be header-mounted each side of door unit for detection of traffic from each direction.

B. **THRESHOLD PRESENCE SENSORS:**

1. Header mounted sensors shall provide active infrared presence detection on each side of the door unit and shall remain active throughout the entire door opening and closing cycle.

2. Hold-open beams: Two pulsed infrared photoelectric beams to be mounted in vertical rails of sidelite or in jambs. Sender/receiver arrangement parallels door opening.

2.04 RELATED WORK REQUIREMENTS

A. **ELECTRICAL:** 120 VAC, 50/60 cycle, single phase, dedicated 20 amp circuit per operator.

B. **GLASS AND GLAZING:** Glass stops, glazing vinyl and setting blocks for field glazing as per Safety Glazing standard ANSI Z97.1.2. Contractor to coordinate acquisition of glass in thickness and type in accordance with manufacturer's recommendations for prescribed design.



2.05 MATERIALS, FINISHES AND FABRICATION

- A. EXTRUDED ALUMINUM: ASTM B221, 6063-T5 alloy and temper, anodized:
 - 1. Structural Header Sections: Minimum 3/16" (5 mm) thickness.
 - 2. Structural Frame Sections: Minimum 1/8" (3 mm) thickness.
 - 3. Structural Panel Sections: Commercial grade.
- B. FINISHES (for all exposed aluminum surfaces): Shall be one of the following:
 - 1. 204-R1 Clear: Arch. Class 2 Clear Anodized Coating, AA-MI2C22A31.
- C. PANEL CONSTRUCTION:
 - 1. Corner block type with 3/16" steel backup plate construction, mechanically secured with minimum of four hardened steel screws. Sash consists of snap-in glass stops, snap-in glazing beads and vinyl gaskets.
 - 2. Slide-swing doors to be supplied with adjustable glass setting block to allow for adjusting of door to meet site conditions eliminating the need for additional shims.
- D. FRAME CONSTRUCTION: Butt joints, mechanically secured with screws and formed alum.
- E. OPERATOR CONSTRUCTION: Electromechanical, modular type construction.

3.01 EXAMINATION

SITE VERIFICATION OF CONDITIONS: Installer must verify that base conditions are acceptable for product installation according to with manufacturer's instructions. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of work. Do not start work until all negative conditions are corrected.

3.02 INSTALLATION

- A. GENERAL: Installer shall be factory trained, certified by AAADM, and experienced to perform work of this section. Install door unit's plumb, level and true to line, without warp or rack of frames or sash with manufacturer's prescribed tolerances. Provide support and anchor in place. Provide weather-tight construction.
- B. ELECTRICAL: General or electrical contractor to install all wiring to operator on a separate circuit breaker routed into header. General or electrical contractor also to install all necessary power and low voltage wiring for proper operation of associated security systems.

3.03 CLEANING, ADJUSTMENT AND PROTECTION

- A. CLEANING: After installation, installer will clean product surfaces and lubricate operating equipment for optimum condition and safety. Advise contractor of precautions required through the remainder of the construction period, to ensure that doors will be without damage or deterioration at the time of acceptance.
- B. ADJUSTMENT: AAADM certified technician to inspect and adjust installation. Comply with ANSI A156.10.

Note: Horton Automatics reserves the right to make product improvements and change specifications without notice.

END OF SECTION 08 42 29.23



SECTION 08 71 00
DOOR HARDWARE

- 1.1 SUMMARY
 - A. Mechanical door hardware for swinging and sliding doors.
 - B. Cylinders for door hardware specified in other Sections.
 - C. Electrified door hardware.
- 1.2 PRODUCTS
 - A. Scheduled Door Hardware: Products scheduled in "Door Hardware Schedule".
- 1.3 FIELD QUALITY CONTROL
 - A. Independent Architectural Hardware Consultant: Contractor-engaged to perform inspections.
- 1.6 DOOR HARDWARE SCHEDULE
 - A. To be developed During Design

END OF SECTION 08 71 00

SECTION 08 80 00
GLAZING

- 1.1 SUMMARY
 - A. Glazing required for the following:
 - 1. Windows.
 - 2. Doors.
 - 3. Storefront framing.
 - 4. Glazed entrances.
- 1.2 PERFORMANCE REQUIREMENTS
 - A. Engineering design of glass.
- 1.3 WARRANTY
 - A. Insulating Glass: Not less than 10 years.
- 1.4 MATERIALS
 - A. Glazing Gaskets: Dense compression and or Soft compression.
 - B. Silicone Glazing Sealants: Neutral curing, Class 50.
 - 1. VOC Content: Not more than 250 g/L.
 - C. Glazing Tapes: Back-bedding-mastic type.
 - D. Glazing Channels: Top and bottom for frameless glazing.
- 1.6 MONOLITHIC GLASS TYPES
 - A. Glass Type: Clear float glass.
- 1.7 INSULATING GLASS TYPES



- A. Glass Type: Clear insulating glass.
 - 1. Outdoor Lite: Heat strengthened float glass.
 - 2. Indoor Lite: Heat strengthened float glass.
 - 3. Low e coating: PPG XL 70, second surface.
 - 4. Fill: Argon.
 - 5. COG U factor: 0.25
 - 6. Shading coefficient: 0.37.
 - 7. Visible transmittance: 0.70%
- B. Glass Type: Clear tempered insulating glass.
 - 1. Outdoor Lite: Fully Tempered float glass.
 - 2. Indoor Lite: Fully Tempered float glass.
 - 3. Fill: Argon
 - 4. COG U factor: 0.25
 - 5. Shading coefficient: 0.37.
 - 6. Visible transmittance: 0.70%

END OF SECTION 08 80 00

SECTION 09 22 16
NON-STRUCTURAL METAL FRAMING

- 1.1 MATERIALS
 - A. Steel Framing for Framed Assemblies:
 - 1. Steel studs and runners, 20 gage.
 - 2. Dimpled steel studs and runners.
 - 3. Slip-Type Head Joints:
 - a. Double runner.
 - 4. Flat strap and backing plate.
 - 5. Cold-rolled channel bridging.
 - 6. Hat-shaped, rigid furring channels.
 - 7. Resilient furring channels.
 - 8. Cold-rolled furring channels.
 - 9. Z-shaped furring.
 - B. Suspension Systems:
 - 1. Wire hangers.
 - 2. Carrying channels.
 - 3. Furring channels

END OF SECTION 09 22 16



SECTION 09 29 00
GYPSUM BOARD

- 1.1 QUALITY ASSURANCE
 - A. Mockups for the following:
 - 1. Texture finishes.
- 1.2 MATERIALS
 - A. Low Emitting Materials: Wall and ceiling assemblies comply Indoor Air Quality portion of the California Section 01350 standard.
 - B. Interior Gypsum Board:
 - 1. Gypsum board, Type X.
 - C. Specialty Gypsum Board:
 - 1. Glass-mat interior gypsum board.
 - D. Tile-Backing Panels:
 - 1. Glass-mat, water-resistant backing board.
 - 2. Durock
 - E. Trim Accessories:
 - 1. Interior.
 - 2. Aluminum: Extruded profiles.
 - F. Auxiliary materials:
 - 1. Sound attenuation blankets

END OF SECTION 09 29 00

SECTION 09 30 00
TILING

- 1.1 TILE PRODUCTS
 - A. Tile Type [CT-1]
 - 1. Products: Dal Porcelain 13x20 Tile, Concrete Connection or Approved Equal
 - B. Tile Type [CT-2]
 - 1. Products: Dal Quarry Tile 6x6, or Approved Equal
 - C. Tile Type [CT-3]: Restroom Wall Tile
 - 1. Products: Dal Tile Elevar glazed wall tile 4x16, or Approved Equal
 - D. Provide 2 accent color tiles. Top 2 rows and surface bull nose trim. Top of wainscot.
- 1.3 ACCESSORY MATERIALS
 - A. Metal edge strips.
 - B. Stone thresholds.
- 1.4 INTERIOR TILE INSTALLATION SCHEDULE
 - A. Interior Floors on Concrete:
 - 1. Thin-set mortar.
 - a. Tile Type: CT-1 and CT-2
 - b. Mortar: Dry-set Latex- portland cement mortar.



- c. Grout: Water-cleanable grout.
- B. Interior Wall:
 - 1. Thin-set mortar.
 - a. Tile Type: CT-3
 - b. Mortar: Dry-set Latex Mapei Ultra flex LFT or approved equal.
 - c. Grout: Water-cleanable grout.
- C. Interior Walls, Metal Studs or Furring:
 - 1. Thin set mortar on coated glass mat, water resistant gypsum or Durock backer board.
 - a. Tile Type: CT-3
 - b. Mortar: Dry-set Latex Mapei Ultra flex LFT or approved equal.
 - c. Grout: Water-cleanable grout.

END OF SECTION 09 30 00

SECTION 09 51 13
ACOUSTICAL PANEL CEILINGS

- 1.1 SUMMARY
 - A. Acoustical panels and exposed suspension systems.
- 1.2 QUALITY ASSURANCE
 - A. Acoustical Panel Quality Standard: ASTM E 1264.
 - B. Metal Suspension System Quality Standard: ASTM C 635.
- 1.3 MATERIALS
 - A. Product: Armstrong World Industries or Approved Equal
 - B. Metal Suspension Systems:
 - 1. Wire hangers, braces, and ties.
 - 2. Hold-down clips.
 - 3. Wide-Face, Capped, Double-Web Steel: Intermediate duty.
 - 4. Narrow faced capped: Intermediate Duty.
 - C. Metal Edge Moldings and Trim: Roll-formed sheet metal.
 - D. Extruded Aluminum Perimeter Trim: Basis of Design: Armstrong Axiom, square, 6 inch height.
- 1.4 INSTALLATION
 - A. Installation: ASTM C 636.

END OF SECTION 09 51 13



**SECTION 09 65 13
RESILIENT BASE AND ACCESSORIES**

1.1 PRODUCTS

A. Resilient Base:

1. Material Requirement: Rubber.
2. Style: Cove, Straight at carpet.
3. Minimum Thickness: **0.125 inch (3.2 mm)**.
4. Height: **4 inches (102 mm)**.
5. Outside Corners: Preformed.
6. Inside Corners: Job formed.
7. Colors: As selected by architect.

B. Resilient Molding Accessory: Rubber.

1. Riser nosing for carpet, square nose.
2. Cap for cove resilient floor covering.
3. Carpet edge for glue-down applications.
4. Reducer strip for resilient floor covering.
5. Joiner for tile and carpet.
6. Transition strips.

C. Installation Materials:

1. Trowelable leveling and patching compounds.
2. Adhesives.
 - a. VOC Content and Chemical Components: Complying with Indoor Air Quality portion of California Section 01350 standard
3. Stair-tread-nose filler.
4. Metal edge strips.
5. Floor polish.

END OF SECTION 09 65 13

**SECTION 09 65 19
RESILIENT FLOORING**

1.1 SECTION INCLUDES

- A. This section deals with resilient flooring found in the drawings and schedules of the contract that meet the requirements of this section.
- B. Related Documents: Drawings and general provisions of the contract apply to the work of this section.

1.2 REFERENCES (INDUSTRY STANDARDS)

- A. ASTM F 710: Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- B. ASTM E 648: Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy
- C. ASTM E 662: Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- D. ASTM F 1869: Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.



- E. ASTM F1700: Standard Specification for Solid Vinyl Tile
- F. ASTM D2055: Standard Test Method for Determining Size and Squareness of Resilient Floor Tile by Dial Gauge Method
- G. ASTM F386: Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces
- H. ASTM D2199: Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat
- I. ASTM D970: Standard Test for Static Load Limit
- J. ASTM D1914: Standard Test Method for Short-Term Indentation and Residual Indentation of Resilient Floor Covering
- K. ASTM D2047: Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine
- L. ASTM F925: Standard Test Method for Resistance to Chemicals of Resilient Flooring
- M. ASTM F137: Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus
- N. ASTM F1515: Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change
- O. ASTM F1514: Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change

1.4 SUBMITTALS

- A. Provide the product's Technical Specifications data sheet as well as all Installation and Maintenance Instructions.
- B. When required, supply floor drawings and installation plans.
- C. Supply a set of samples measuring at least 3" (7.5 cm) by 6" (15 cm) of the complete range of colors and finishes chosen for the project.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in installation or application of systems similar in complexity to those required for this project, including specific requirements indicated. The installer must also be licensed, certified, bonded and with a minimum of 5 years of installation experience.
- B. In accordance with the technical instructions in the Installation Instructions, use all the accessories recommended by Mohawk Group when installing its flooring.

1.6 DELIVERY, HANDLING, STORAGE

- A. Deliver the flooring to the installation site in original packaging. Indicate the project name and handling instructions on the outside of the boxes.
- B. Advise the carrier of any damaged material and indicate it on the packing slip.
- C. Store materials in a flat in a dry, warm, ventilated and weather tight location. Protect flooring products from damage.
- D. Install the flooring after all other finishing work, including painting, have been completed.

1.7 PROJECT CONDITIONS

- A. Store the flooring inside, sheltered from extreme hot or cold temperatures. Place the material on a smooth level floor or where there is uniform solid support in a clean, dry well-ventilated area. Unstack the pallets. The long-term storage temperature must be



maintained between 65°F (18°C) and 85°F (29°C). Protect adhesive and flooring material from freezing, extreme heat and direct sun exposure.

- B. Acclimatize the subfloor, all flooring material and adhesive for 48 hours before, during and after the installation by maintaining the room temperature between 65°F (18°C) and 85°F (29°C). The pallets should be unstacked 24 hours prior to use.
- C. Afterwards, maintain the room temperature between 55°F (13°C) and 90°F (32°C). Protect the material from direct sources of heat such as air vents and other types of heaters.
- D. Do not install on cement slabs unless they are thoroughly cleaned, level, structurally sound and free from paint, varnish, adhesive, oil, grease, solvent, sealer and curing compounds or other foreign substances that may adversely affect adhesion.

2.1 MANUFACTURER

A. COMPANY

- Mohawk Group or Approved Equal

- B. Manufacturer must have a headquarters in the United States of America.
- C. Alternates shall be in the manufacturer's running line. No special runs, customs or special constructions will be accepted.

2.2 RESILIENT FLOORING DESCRIPTION

A. Characteristics:

- 1. Luxury Vinyl Tile: Select Step Collection: Wood / Stone
- 2. Gauge: 0.118" (3.0mm)
- 3. Size: Wood 6" x 48" (152mm x 1219.2mm), Wood 7.25" x 48" (184.2mm x 1219.2mm)
- 4. Size: Stone 18" x 36" (457.2mm x 914.4mm), 18" x 18" (457.2mm x 457.2mm)
- 5. Wear layer: 20 mil (0.5mm)
- 6. Complies with ASTM F 1700, Class III, Type A.
- 7. Refer to the product's Technical Specifications data sheet for detailed specifications.
- 8. Choose from any of the Mohawk Group's complete line of colors (indicate the item number).
- 9. Select Step Collection. All products are FloorScore® certified.
- 10. This product is manufactured in a factory that has ISO 9002 and ISO 14001 certifications.
- 11. Product must be 100% virgin vinyl and contain at least 8% bio-base renewable material.
- 12. Product must have a ceramic enhanced urethane wear layer which is polish-optional.

2.3 ADHESIVES

- A. Use of Mohawk Group's M700 Pressure Sensitive, M95.0 Acrylic or MS160 Spray adhesive is required. M700 covers 220-260 sf/gallon and M95.0 covers 175-225 sf/gallon when applied with the recommended notched trowel. MS160 covers 145-160 sf/22 oz. can. Or Equals are allowed.

2.4 OTHER MATERIAL

- A. Subfloor repairs: Use a good-quality Portland-based patching compound modified with latex that has a minimal resistance to compression of 3,500 lbs./sq. in. (246



kg/cm²) to fill, smooth or level subfloor imperfections.

- B. Self-levelling underlayment: Use a Portland-based self-levelling underlayment modified with a polymer that has a minimal resistance to compression of 3,500 lbs./sq. in. (246 kg/cm²)

3.1 SITE INSPECTION

- A. Examine the subfloor before installation to ensure that the surface is clean, dry, smooth, structurally sound and free from foreign substances that may adversely affect adhesion or cause discoloration. Furthermore, ensure that the subfloor is free of paint, varnish, adhesive, oil, grease, solvent and other foreign substances, including treatment compounds, sealers and curing compounds that may adversely affect adhesion or alter the appearance or durability of the vinyl flooring.
- B. Verify the surface to ensure there is no powder, scaling or mold. If there is, remove it with a mechanical sander and level with a good-quality cement-based Portland primer.
- C. Never remove residual or other adhesive with chemical adhesive removal products; their use will automatically void the Mohawk product warranty.
- D. Report and rectify all unsatisfactory conditions. Do not start flooring installation until all rectifications have been completed.

3.2 SUBFLOOR PREPARATION

- A. All subfloors should be smooth, flat and dust free with the tolerance not exceeding more than 1/8" in a 10' span. All subfloor and underlayment patching must be performed with a non-shrinking, water-resistant Portland cement patching compound.
- B. Mechanically remove all surface contaminants such as paint, oil, grease, varnish, adhesive as well as various other products such as treatment compounds.
- C. Ensure Moisture, Relative Humidity and pH tests have all been conducted.
- D. In case of doubt, test the adhesion on the cement subfloor or other surface that will be covered by the flooring.
- E. Do the test using the specified flooring and recommended adhesive.

3.3 RESILIENT FLOORING INSTALLATION

- A. Install the flooring according to the latest version of Installation Instructions. Use the tools, adhesives, trowel types and procedures recommended in the instructions.
- B. Acclimatize the subfloor, all flooring material and adhesive for 48 hours before and during the installation by maintaining the room temperature between 65°F (18°C) and 85°F (29°C). Afterwards, maintain the temperature between 55°F (13°C) and 90°F (32°C).

3.4 CLEANING AND PROTECTION

- A. Remove all excess adhesive immediately after installation as recommended in Installation Instructions.
- B. Before allowing traffic after installation, consult and follow the recommendations in Installation Instructions.
- C. Following installation and cleanup, if the work of all other trades has not yet been completed, protect the flooring by laying sheets of non-staining brown Kraft paper, and then a layer of plywood sheets (rolls of non-staining heavy cardboard material could also be used for protection).
- D. Follow the instructions in Mohawk Group's Maintenance Instructions when performing



initial and regular maintenance procedures.

END OF SECTION 09 65 19

SECTION 09 68 16
BROADLOOM SHEET CARPETING

1.01 SUMMARY

- A. Section Includes: New carpet and accessories for direct glue down installation.
- C. General: The following publications of the issues listed below, but referred to hereinafter by basic designation, form a part of this specification to the extent as if bound herein:
 - American Society for Testing and Materials (ASTM):
 - 1. E84 – Test Method for Surface Burning Characteristics of Building Materials.
 - 2. E648 – Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

1.02 SUBMITTALS

- A. Layout Drawings: Show layout of each carpet type installation, at 1/8" scale, indicating locations of seams and all trim: size and location of all fill strips, and location of trim at all exposed edges.
- B. Samples: Submit for verification purposes, 9" x 9" samples of each carpet required. Samples shall be accompanied by manufacturer's technical specification for each carpet required using terminology characteristics as listed in this specification. Also include a complete representation in sample form of all available colorations.
- C. Maintenance Data: Submit manufacturer's printed maintenance recommendations for the care, cleaning, and maintenance of the carpet, including detailed instructions pertaining to hot water extraction methods.

1.03 QUALITY ASSURANCE

- A. Flooring Contractor's Qualifications: Firm with not less than 5 consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section.
- B. Manufacturer's Qualifications: Firm (carpet mill) with not less than 5 consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section.
- C. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
- D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirements; no additional compensation shall be allowed for shortage of materials.
- E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
- F. Owner reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse



owner the testing expense and the carpet may be rejected.

1.04 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Deliver carpeting materials in original mill protective package with mill register numbers and tags attached.
Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well-ventilated area, protected from weather, moisture and soiling.
- B. Cutting: Before beginning installation, it shall be inspected for defects, color variations, or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet tiles shall be inspected to insure that carpet tiles are from the same dye lot.
- C. Deliver all required overages and maintenance stock to owner's specified location prior to beginning installation.

1.05 JOB CONDITIONS

- A. Environmental Conditions: Maintain temperatures in space in accordance with carpet or adhesive manufacturer's recommendations, but in no case less than 60 degrees F for 24 hours prior to, during and after installation. Subfloor temperature should be a minimum 60 degrees F for 24 hours prior to and after installation.
- B. Precondition: All of the carpet shall be spread in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees F with humidity between 35% and 65%.

1.06 SEAMING REQUIREMENT

- A. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
 - 1. Seaming layout shall enable future replacement, especially in large open areas and traffic paths. Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by owner or owner's representative.
 - 2. No cross seams shall be allowed in drops of 10 feet or less.
 - 3. Seams shall be inconspicuous to visual inspection. No seams shall occur perpendicular to doors or entries. Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.
 - 4. No carpet pieces less than 12 inches in width shall be used in the work.
 - 5. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring Contractor.

2.01 CARPET

- A. Carpet Type CPT-1: Carpet shall meet the following minimum requirements:
 - 1. Construction: Tufted.
 - 2. Surface Texture: Textured Patterned Loop
 - 3. Pile Thickness: .160" (4.06 mm)
 - 4. Gauge: 1/12 (47.00 rows per 10 cm)
 - 5. Stitches: 10.6 (41.73 per 10 cm)
 - 6. Yarn Weight: 18 oz. per sq. yd. minimum.
 - 9. Face Yarn: Face yarn type 6 Colorstrand Nylon Fiber (with topical stain Resistance)
 - 10. Dye System: Yarn or Solution dyed, or a combination as appropriate



- 11. Dry Soil Retardant: Sentry Soil Protection
- 12. Stain Resistance: Sentry Plus (Passes GSA requirements for topically stain resistant carpet)
- 13. Primary Backing: Woven polypropylene
- 14. Secondary Backing: High Performance Weldlok Premium Backing System
- 15. Width: 12'.
- 16. Delamination: No Delamination
- 17. Static Control: 3.5 KV when tested under Standard Shuffle test (70 degrees, 20% RH)
- 18. Flammability:
 - a. DOC-FF-1-70 Pill Test: Passes.
 - b. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down.
- 19. NBS Smoke Chamber NFPA 258: Less than 450 Flaming Mode.
- 20. Color Fastness:
 - a. Lightfastness - AATCC 16E-1982 - Dark color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
 - b. Ozone and Gas - AATCC 129-1981 - Rating 3 or better per color AATCC transference scale.
- 21. Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.
- 22. TARR Rating: Heavy Traffic.

2.02 ACCESSORIES

- A. Adhesives: Waterproof, non-flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing. All floor sealers, seam sealers, and adhesives shall contain no calculated solvents per OSHA Regulation 29 CFRE 1910.1200, have no calculated VOC's, be non-flammable, and meet the criteria of the CRI Green Label Plus Certification Program. MSDS and samples required on product used.
- B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstance and requirements.
- C. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining kraft laminated paper.

3.01 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method.
- B. Prepare the subfloor to insure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by manufacturer.
- C. Carpeting shall be installed with pile lying in the same direction . Cut carpet evenly and accurately to fit neatly at walls, columns, and projections. Extend carpet under open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.
- D. Installed carpet shall be free from ripples, ravel, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions.
- E. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.



3.02 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.
- B. Vacuum carpet using two motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spots in accordance with carpet manufacturer's guidelines and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
- C. Following cleaning and vacuum carefully protect the carpeting from soiling and damage until final acceptance.
- D. Maintenance Materials: Deliver usable scraps to Owner's designated storage space, properly packaged and identified. Usable scraps are defined to include roll ends of less than 9 feet in length and pieces of more than 2 feet wide. Dispose of smaller pieces as construction waste

END OF SECTION 09 68 16

**SECTION 09 91 13
EXTERIOR PAINTING**

1.1 QUALITY ASSURANCE

- A. Mockups for each color and finish.

1.2 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - 1. Alkyd system.
- B. Galvanized-Metal Substrates:
 - 1. Alkyd system.

END OF SECTION 09 91 13

**SECTION 09 91 23
INTERIOR PAINTING**

1.1 QUALITY ASSURANCE

- A. Mockups for each color, substrate and finish.

1.2 PAINT, GENERAL

- A. VOC Content and Chemical Components: Complying with Indoor Air Quality portion of California Section 01350 standard.

1.3 INTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - 1. Low VOC Alkyd system.
- B. Galvanized-Metal Substrates:



- 1. Low VOC Alkyd system.
- C. Aluminum Substrates:
 - 1. Low VOC Alkyd system.
- D. Wood Substrates: Including wood-based panel products.
 - 1. Low VOC Alkyd system.
- E. Gypsum Board Substrates:
 - 1. Institutional low-odor/VOC latex system.
 - 2. Waterborne two component epoxy.

END OF SECTION 09 91 23

SECTION 10 21 13
TOILET COMPARTMENTS

- 1.1 SUMMARY
 - A. Painted Metal toilet compartments configured as follows:
 - 1. Toilet-Enclosure Style: Overhead braced.
 - 2. Urinal-Screen Style: Wall hung, flat panel.
- 1.2 COMPONENTS
 - A. Painted Metal Units: Baked Enamel Panel Material
 - B. Hardware and Accessories: Standard Chrome

END OF SECTION 10 21 13

SECTION 10 28 00
TOILET, BATH, AND LAUNDRY ACCESSORIES

- 1.1 PRODUCTS
 - A. Public-Use Washroom Accessories:
 - 1. Toilet Tissue Dispenser: American Specialties or Equal
 - 2. Paper Towel Dispenser: American Specialties or Equal
 - 3. Soap Dispenser: American Specialties or Equal
 - 4. Grab Bars: Gamco or Equal
 - 5. Napkin Disposals: American Specialties or Equal
 - 6. Channel Frame Mirrors: American Specialties or Equal
 - B. Childcare Accessories:
 - 1. Diaper-changing station: Koala Kare Products or Equal
 - C. Custodial Accessories:
 - 1. Utility shelf: American Specialties or Equal
 - 2. Mop and Broom Holder: American Specialties or Equal
 - 3. Paper Towel Dispenser: American Specialties or Equal
 - 4. Soap Dispenser: American Specialties or Equal



END OF SECTION 10 28 00

**SECTION 10 44 00
FIRE PROTECTION SPECIALTIES**

1.1 PRODUCTS

- A. Fire Protection Cabinet **FEC**:
 - 1. Type: For fire extinguisher.
 - 2. Construction: Nonrated.
 - 3. Mounting: Semi-recessed.
 - 4. Door Glazing: Tempered break glass.
 - 5. Material: Steel.
 - 6. Finish: White
 - 9. Fire Extinguisher: MP-5, 5-lb - ABC
- B. Fire Extinguisher **FE**: UL-rated MP-5, 5-lb - ABC nominal capacity
 - 1. Fire extinguisher wall brackets.

END OF SECTION 10 44 00

**SECTION 10 51 13
METAL LOCKERS**

1.1 PRODUCTS

- A. Standard KD Wardrobe, Two Tier Lockers:
 - 1. Knock Down Construction
 - 2. Continuous Sloped Top
 - 3. Z Base
 - 4. Standard Louvers
 - 5. Powder Coat Finishing

END OF SECTION 10 51 13



SECTION 21 10 00
WATER-BASED FIRE-SUPPRESSION SYSTEMS

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data for valves, sprinklers, specialties, and alarms.
2. Submit sprinkler system drawings identified as “working plans” and calculations according to NFPA 13. Submit required number of sets to authorities having jurisdiction for review, comment, and approval. Include system hydraulic calculations.
3. Submit test reports and certificates as described in NFPA 13.

2.1 PERFORMANCE REQUIREMENTS

- A. Design and Installation Approval: Acceptable to authorities having jurisdiction.
- B. Hydraulically design sprinkler systems according to NFPA 13.
- C. Comply with NFPA 13 and NFPA 70.
- D. UL-listed and -labeled and FM-approved pipe and fittings.

2.2 PIPE AND FITTINGS

- A. CPVC Plastic or Steel Pipe:
- B. CPVC Plastic or Steel Pipe Fittings:
- C. Provide hangers, supports, and seismic restraints with UL listing and FM approval for fire protection systems.

2.3 VALVES

- A. Two-Piece Ball Valves with Indicators:
 1. Description: UL 1091, and FM Global Class Number 1112, Forged brass or bronze, 175 psig working pressure.
 2. End Connections for Valves NPS 1 through NPS 2: Threaded ends.
 3. End Connections for Valves NPS 2-1/2: Grooved ends.
- B. Bronze Butterfly Valves with Indicators:
 1. Description: UL 1091 and FM Global Class Number 1112, Bronze, 175 psig working pressure.
 2. End Connections for Valves NPS 1 through NPS 2: Threaded ends.
 3. End Connections for Valves NPS 2-1/2: Grooved ends.
- C. Bronze OS&Y Gate Valves:
 1. Description: UL 262, cast bronze, solid wedge, outside screw and yoke, rising stem, 175 psig working pressure.
- D. Check Valves:
 1. Description: UL 312 and FM Global standard for swing check valves, Class Number 1210, 175 psig working pressure, cast iron, or bronze with bronze clapper.
- E. Alarm Check Valves:
 1. Description: UL 193, 175-psig working pressure, designed for horizontal or vertical installation, with cast-iron, bronze grooved seat with O-ring seals, and single-hinge pin and latch design. Include trim sets for bypass, drain, electric sprinkler alarm switch,



pressure gages, retarding chamber, fill-line attachment with strainer, and drip cup assembly.

F. Automatic (Ball Drip) Drain Valves:

1. Description: UL 1726, 175-psig working pressure NPS 3/4, ball check device with threaded end connections.

2.4 SPRINKLERS

- A. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide" listing published by FM Global.
1. Pressure Rating for Residential Sprinklers: 175 psig maximum.
 2. Pressure Rating for Automatic Sprinklers: 175 psig minimum.
- B. Automatic Sprinklers with Heat-Responsive Element:
1. Nonresidential Applications: UL 199.
 2. Characteristics: Nominal 1/2-inch orifice with Discharge Coefficient K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application.
- C. Sprinkler Finishes: Chrome plated.
- D. Sprinkler Escutcheons (for Ceiling and Sidewall Mounted): Chrome-plated steel, one piece, flat.

2.5 PIPING SPECIALTIES AND ALARM DEVICES

- A. Wall-Type Fire Department Connection:
1. Description: UL 405, flush, with cast-brass body; NH-standard thread inlets matching local fire department threads.
 2. Finish: Polished chrome plated.
- B. Water-Motor-Operated Alarms:
1. Description: UL 753, mechanical-operation type with pelton-wheel operator with shaft length, bearings, and sleeve to suit wall construction and 10-inch-diameter, cast-aluminum alarm gong with red-enamel factory finish. Include NPS 3/4 inlet and NPS 1 drain connections.
- C. Water-Flow Indicators:
1. Description: UL 346, electrically supervised, paddle-type, with 250-psig pressure rating; and designed for horizontal or vertical installation. Include two SPDT circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
- D. Pressure Switches:
1. Description: UL 346, electrical-supervision-type, water-flow switch with retard feature. Include SPDT, normally closed contacts and design that operates on rising pressure and signals water flow.
- E. Valve Supervisory Switches:
1. Description: UL 346, electrically supervised; SPDT, with normally closed contacts. Include design that signals controlled valve is in other than fully open position.
- F. Pressure Gages:
1. Description: UL 393, 3-1/2- to 4-1/2-inch-diameter dial with dial range of 0 to 250 psig.

END OF SECTION 21 10 00



SECTION 22 13 16
SANITARY WASTE AND VENT PIPING

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product.
2. For solvent cements and adhesive primers, documentation including printed statement of VOC content.
3. Seismic Qualification Certificates: For waste and vent piping, accessories, and components, from manufacturer.

1.2 FIELD CONDITIONS

- A.** Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
1. Notify Architect no fewer than two days in advance of proposed interruption of sanitary waste service and do not proceed without written permission.

2.1 PERFORMANCE REQUIREMENTS

- A.** Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
1. Soil, Waste, and Vent Piping: 10-foot head of water.
- B.** Seismic Performance: Soil, waste, and vent piping and support and installation shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- C.** Piping materials shall bear label, stamp, or other markings of specified testing agency.
- D.** Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components.

2.2 PIPES AND FITTINGS

- A.** PVC Plastic, DWV Pipe and Fittings: ASTM D 2665, Schedule 40, plain ends with PVC socket-type, DWV pipe fittings.
1. Adhesive Primer: ASTM F 656.
 - a. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Solvent Cement: ASTM D 2564.
 - a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

END OF SECTION 22 13 16



SECTION 22 13 19
SANITARY WASTE PIPING SPECIALTIES

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product.
 - a. Include rated capacities, operating characteristics, and accessories for grease interceptors.

2.1 PERFORMANCE REQUIREMENTS

- A.** Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

2.2 CLEANOUTS

A. Exposed Metal Cleanouts:

1. ASME A112.36.2M, Cast-Iron Cleanouts:
 - a. Body Material: Hubless, cast-iron soil pipe test tee or as required to match connected piping.
 - b. Closure: Countersunk or raised-head, plastic plug.
 - c. Closure Plug Size: Same as or not more than one size smaller than cleanout size.

B. Cast-Iron Wall Cleanouts:

1. Standard: ASME A112.36.2M. Include wall access.
2. Closure: Countersunk or raised-head, brass plug.
3. Wall Access: Round, flat, chrome-plated brass or stainless-steel cover plate with screw.
4. Wall Access: Round, wall-installation frame and cover.

C. Plastic Floor Cleanouts:

1. Size: Same as connected branch.
2. Body: PVC.
3. Closure Plug: PVC.
4. Riser: Drainage pipe fitting and riser to clean out of same material as drainage piping.

2.3 FLOOR DRAINS

A. Cast-Iron Floor Drains:

1. Standard: ASME A112.6.3.
2. Pattern: Area drain.
3. Body Material: Gray iron.
4. Outlet: Bottom.
5. Top or Strainer Material: Nickel bronze.
6. Top of Body and Strainer Finish: Rough bronze.
7. Top Shape: Round [Square] <Insert shape>.
8. Top Loading Classification: Light Duty.
9. Trap Material: Cast iron.
10. Trap Pattern: Deep-seal P-trap.

END OF SECTION 22 13 19



SECTION 23 11 23
FACILITY NATURAL-GAS PIPING

1.1 SECTION REQUIREMENTS

A. Submittals:

1. Product Data: For each type of product indicated.
2. Shop Drawings: For facility natural-gas piping layout.

2.1 PERFORMANCE REQUIREMENTS

A. Minimum Operating-Pressure Ratings:

1. Piping and Valves: 100 psig minimum unless otherwise indicated.
2. Service Regulators: 100 psig minimum unless otherwise indicated.
3. Service Meter Minimum Operating Pressure: 5 psig.

B. Natural-Gas System Pressure within Building: One distribution pressure. More than 0.5 psig, but not more than 2.0 psig.

2.2 PIPES, TUBES, AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.

1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.
3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
4. Protective Coating for Underground Piping: Factory-applied, three-layer coating of epoxy, adhesive, and polyethylene (PE).

2.3 SPECIALTIES

A. Appliance Flexible Connectors:

1. Indoor, Fixed-Appliance Flexible Connectors: Comply with ANSI Z21.24.
2. Indoor, Movable-Appliance Flexible Connectors: Comply with ANSI Z21.69.
3. Outdoor, Appliance Flexible Connectors: Comply with ANSI Z21.75.
4. Corrugated stainless-steel tubing with polymer coating.

2.4 MANUAL GAS-SHUTOFF VALVES

A. General Requirements for Metallic, Manual Gas-Shutoff Valves: Comply with ASME B16.33.

1. CWP Rating: 125 psig.

B. Bronze Plug Valves: MSS SP-78.

1. Body: Bronze, complying with ASTM B 584.
2. Plug: Bronze.
3. Operator: Square head or lug type with tamperproof feature where indicated.
4. Pressure Class: 125 psig.
5. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
6. Service: Suitable for natural-gas service with "WOG" indicated on valve body.



2.5 PRESSURE REGULATORS

- A. General Requirements: Single stage, steel jacketed, and corrosion resistant. Include elevation compensator.
- B. Service-Pressure Regulators: ANSI Z21.80:
 - 1. 100-psig maximum inlet pressure. Factory- or field-installed, stainless-steel screen in vent opening if not connected to vent piping.
- C. Appliance Pressure Regulators: ANSI Z21.18:
 - 1. 2-psig maximum inlet pressure. Regulator may include vent-limiting device, instead of vent connection, if approved by authorities having jurisdiction.

END OF SECTION 23 11 23

SECTION 23 31 00
HVAC DUCTS AND CASINGS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7. SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- E. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."
- F. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems" and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- G. Comply with NFPA 96 for ducts connected to commercial kitchen hoods.
- H. Comply with UL 181 for ducts and closures.

2.2 DUCTS

- A. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip galvanized coating.
 - 1. Galvanized Coating Designation: G90.
 - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- B. Carbon-Steel Sheets: ASTM A 1008/A 1008M; with oiled, matte finish for exposed ducts.
- C. Joint and Seam Tape, and Sealant: Comply with UL 181A.
- D. Rectangular Metal Duct Fabrication: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- E. Fibrous-Glass Liner: Comply with NFPA 90A or NFPA 90B and with NAIMA AH124.
 - 1. Thickness: 1/2 inch 1-1/2 inches.
 - 2. Airstream surface coated with an antimicrobial erosion-resistant coating.
 - 3. Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.
 - 4. Mechanical Fasteners: Galvanized steel suitable for adhesive attachment,



mechanical attachment, or welding attachment.

2.3 ACCESSORIES

- A. Volume Dampers and Control Dampers: Single-blade and multiple opposed-blade dampers, standard leakage rating, and suitable for horizontal or vertical applications; factory fabricated and complete with required hardware and accessories.
- B. Fire Dampers: Rated and labeled according to UL 555 by an NRTL; factory fabricated and complete with required hardware and accessories.
- C. Ceiling Fire Dampers: Labeled according to UL 555C by an NRTL and complying with construction details for tested floor- and roof-ceiling assemblies as indicated in UL's "Fire Resistance Directory." Provide factory-fabricated units complete with required hardware and accessories.
- D. Smoke Dampers: Labeled according to UL 555S by an NRTL. Combination fire and smoke dampers shall also be rated and labeled according to UL 555. Provide factory-fabricated units complete with required hardware and accessories.
- E. Flexible Connectors: Flame-retarded or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.
- F. Flexible Ducts: Factory-fabricated, insulated, round duct, with an outer jacket enclosing 1-inch- thick, glass-fiber insulation around a continuous inner liner complying with UL 181, Class 1.

END OF SECTION 23 31 00

SECTION 23 43 23 HVAC POWER VENTILATORS

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Product Data: For each type of product indicated.

2.1 PERFORMANCE REQUIREMENTS

- A. Products shall be licensed to use the AMCA-Certified Ratings Seal.
- B. Power ventilators shall comply with UL 705.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 CENTRIFUGAL ROOF VENTILATORS

- A. Housing: Removable, spun-aluminum, dome top and outlet baffle; square, one-piece, aluminum base with venturi inlet cone.
 - 1. Upblast Units: Aluminum discharge baffle to direct discharge air upward, with rain and snow drains.
- B. Fan Wheels: Aluminum hub and wheel with backward-inclined blades.
- C. Belt-Driven Drive Assembly: Resiliently mounted to housing.
 - 1. Fan Shaft: Turned, ground, and polished steel; keyed to wheel hub.
 - 2. Shaft Bearings: Permanently lubricated, permanently sealed, self-aligning ball bearings.
 - 3. Pulleys: Cast-iron, adjustable-pitch motor pulley.



4. Fan and motor isolated from exhaust airstream.
- D. Accessories:
 1. Bird Screens: Removable, 1/2-inch mesh, aluminum or brass wire.
 2. Motorized Dampers: Parallel-blade dampers mounted in curb base with electric actuator; wired to close when fan stops.
- E. Roof Curbs: Galvanized steel; mitered and welded corners; 1-1/2-inch-thick, rigid, fiberglass insulation adhered to inside walls. Size as required to suit roof opening and fan base.
 1. Configuration: Self-flashing without a cant strip, with mounting flange.
 2. Overall Height: 12 inches.
 3. Pitch Mounting: Manufacture curb for roof slope.
 4. Mounting Pedestal: Galvanized steel with removable access panel.

2.3 CEILING-MOUNTED VENTILATORS

- A. Fan Wheel: Centrifugal wheels directly mounted on motor shaft. Fan shrouds, motor, and fan wheel shall be removable for service.
- B. Grille: Aluminum, louvered or egg-crate grille with flange on intake and thumbscrew attachment to fan housing.
- C. Electrical Requirements: Junction box for electrical connection on housing and receptacle for motor plug-in.

2.4 MOTORS

- A. Motors to be totally enclosed, fan cooled, and minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
 1. Comply with NEMA MG 1 unless otherwise indicated by authorities having jurisdiction. Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet above sea level.

END OF SECTION 23 43 23

SECTION 23 37 13 DIFFUSERS, REGISTERS, AND GRILLES

1.1 SECTION REQUIREMENTS

- A. Submittals:
 1. Product Data: For each type of product indicated, including color charts for factory finishes.

2.1 DIFFUSERS

- A. Rectangular and Square Ceiling Diffusers:
 1. Material: Aluminum.
 2. Finish: Baked enamel, color TBD.
 3. Mounting: Duct connection.
- B. Louver Face Diffuser:
 1. Material: Aluminum.
 2. Finish: Baked enamel, color TBD.



3. Mounting: Duct connection.
- 2.2 REGISTERS AND GRILLES
 - A. Adjustable Bar Grille:
 1. Material: Aluminum.
 2. Finish: Baked enamel, color TBD
 3. Mounting: Countersunk screw.
 - B. Fixed-Face Grille:
 1. Material: Aluminum.
 2. Finish: Baked enamel, color TBD.
 3. Mounting: Countersunk screw.

END OF SECTION 23 37 13

SECTION 23 74 13
PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS

- 1.1 SECTION REQUIREMENTS
 - A. Submittals:
 1. Product Data: Include manufacturer's technical data for each remote terminal unit (RTU), including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.
 2. Documentation indicating that equipment and refrigerants comply.
 3. Documentation indicating that units comply with ASHRAE 62.1, Section 5 - "Systems and Equipment."
- 2.1 PERFORMANCE REQUIREMENTS
 - A. Seismic Performance: RTUs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - B. ARI Compliance: ARI 210/240 and ARI 340/360 for testing and rating energy efficiencies for RTUs; ARI 270 for testing and rating sound performance for RTUs.
 - C. Comply with ASHRAE 15.
 1. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
 - D. ASHRAE/IESNA 90.1 Compliance:
 1. Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
 2. Energy-Efficiency Ratio (EER): Equal to or greater than prescribed by ASHRAE/IESNA 90.1, "Energy Standard for Buildings except Low-Rise Residential Buildings."
 - E. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.
 - F. Comply with NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - G. Warranties: Provide standard manufacturer's written warranty.



2.2 COMPONENTS

A. Casing: Formed and reinforced insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.

- Exterior Casing: Galvanized steel with factory-painted finish and pitched roof panels.
- Condensate Drain Pans: Comply with ASHRAE 62, insulated double wall.

B. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

C. Fans:

- Belt-Driven, Supply-Air Fans: Double width, forward curved, centrifugal; with permanently lubricated, single-speed motor installed on an adjustable fan base resiliently mounted in the casing.
- Condenser Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.
- Relief-Air Fan: Forward curved, shaft mounted on permanently lubricated motor.

D. Fan Motors: Comply with NEMA MG 1 unless otherwise indicated by authorities having jurisdiction. Continuous duty at ambient temperature of 40 deg C and at altitude of 3300 feet above sea level.

E. Refrigerant Coils: Aluminum-plate fin and seamless copper tube in steel casing with equalizing- type vertical distributor.

F. Compressor: Mounted on vibration isolators, internal overcurrent and high-temperature protection, internal pressure relief, and crankcase heater.

G. Refrigeration Specialties:

- Refrigerant Charge: R-410A.
- Expansion valve with replaceable thermostatic element.
- Refrigerant filter/dryer.
- Manual-reset high-pressure safety switch.
- Automatic-reset low-pressure safety switch.
- Minimum off-time relay.
- Automatic-reset compressor motor thermal overload.
- Brass service valves installed in compressor suction and liquid lines.
- Low-ambient kit, high-pressure sensor.
- Hot-gas reheat solenoid valve with a replaceable magnetic coil.
- Hot-gas bypass solenoid valve with a replaceable magnetic coil.
- Four-way reversing valve with a replaceable magnetic coil, thermostatic expansion valves with bypass check valves, and a suction line accumulator.

H. Air Filtration: Minimum arrestance according to ASHRAE 52.1 and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.

I. Gas Furnace: Comply with ANSI Z21.47 and NFPA 54.

1. Fuel: Natural gas.
2. Burner Efficiency: Minimum 80 percent.
3. Ignition: Electronically controlled spark/hot-surface igniter with flame safety controls.
4. Heat Exchanger and Drain Pan: Stainless steel.
5. Vent: Power.
6. Gas Control: Two stage.



- J. Dampers:
 - 1. Outdoor-Air Damper: Linked damper blades, for zero to 25 percent outdoor air, with motorized damper filter.
 - 2. Outdoor- and Return-Air Mixing Dampers: Galvanized-steel dampers with modulating damper motor, and 100% modulating relief-air.
- K. Electrical Power Connection: Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.
- L. Controls:
 - 1. Smoke Detectors: Stop fan and close outdoor-air damper if smoke is detected.
 - 2. Programmable thermostat with seven-day clock and minimum four programmable periods per day.
- M. Accessories:
 - 1. Duplex, 115-V, ground-fault-interrupter outlet with 15-A overcurrent protection. Include transformer if required. Outlet shall be energized even if the unit main disconnect is open.
 - 2. Roof Curb: Minimum 14-inch-tall roof curb lined with 2-inch-thick, fiberglass insulation

END OF SECTION 23 74 13

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

- 1.1 SUMMARY
 - A. Section includes grounding and bonding systems and equipment.
- 2.2 SYSTEM DESCRIPTION
 - A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - B. Comply with UL 467 for grounding and bonding materials and equipment.
- 2.3 CONDUCTORS
 - A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
 - B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, **1/4 inch (6 mm)** in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; **1-5/8 inches (41 mm)** wide and **1/16 inch (1.6 mm)** thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper



ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, sectional type; 3/4 inch by 10 feet (19 mm by 3 m) 5/8 by 96 inches (16 by 2400 mm).

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches (600 mm) below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or



plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

- D. Pad-Mounted Transformers and Switches: Install two ground rods around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for taps to equipment grounding terminals.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
1. Feeders and branch circuits.
 2. Lighting circuits.
 3. Receptacle circuits.
 4. Single-phase motor and appliance branch circuits.
 5. Three-phase motor and appliance branch circuits.
 6. Flexible raceway runs.
 7. Armored and metal-clad cable runs.
 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are **2 inches (50 mm)** below finished floor or final grade unless otherwise indicated.
1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- C. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.



3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 26 05 26

SECTION 26 05 33
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

1.1 SUMMARY

- A. Section Includes:
 1. Metal conduits, tubing, and fittings.
 2. Boxes, enclosures, and cabinets.

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit IMC.
 1. Comply with NEMA RN 1.
 2. Coating Thickness: **0.040 inch (1 mm)**, minimum.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel.
- H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel or die cast.
 - b. Type: Setscrew or compression.
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

2.5 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.



- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- E. Metal Floor Boxes:
 - 1. Material: Cast metal or sheet metal.
 - 2. Type: Fully adjustable.
 - 3. Shape: Rectangular.
 - 4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Nonmetallic Floor Boxes: Nonadjustable, round rectangular.
 - 1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing **50 lb. (23 kg)**. Outlet boxes designed for attachment of luminaires weighing more than **50 lb. (23 kg)** shall be listed and marked for the maximum allowable weight.
- H. Paddle Fan Outlet Box: Nonadjustable, designed for attachment of paddle fan weighing **70 lb.**
 - 1. Listing and labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- I. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- J. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum galvanized, cast iron with gasketed cover.
- K. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- L. Device Box Dimensions: **4 inches by 2-1/8 inches by 2-1/8 inches deep**
- M. Gangable boxes are allowed.
- N. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 Type 3R Type 4 Type 12 Insert type with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic Fiberglass.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- O. Cabinets:
 - 1. NEMA 250, Type 1 Type 3R Type 12 Insert type galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application

END OF SECTION 26 05 33



SECTION 26 09 26
LIGHTING CONTROL PANELBOARDS

- 1.1 SUMMARY
 - A. Section Includes: Lighting controls using electrically operated circuit breakers.
- 1.2 DEFINITIONS
 - A. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.
 - B. Monitoring: Acquisition, processing, communication, and display of equipment status data, metered electrical parameter values, power quality evaluation data, event and alarm signals, tabulated reports, and event logs.
 - C. RS-485: A serial network protocol, similar to RS-232, complying with TIA-485-A.
- 1.3 ACTION SUBMITTALS
 - A. Product Data: For each type of product.
- 1.4 INFORMATIONAL SUBMITTALS
 - A. Seismic Qualification Certificates: For panelboards, accessories, and components, from manufacturer.
 - B. Sample Warranty: For manufacturer's special warranty.
- 1.5 CLOSEOUT SUBMITTALS
 - A. Operation and maintenance data.
 - B. Software and Firmware Operational Documentation:
 - 1. Software operating and upgrade manuals.
 - 2. Program Software Backup: On compact disk, complete with data files.
 - 3. Printout of software application and graphic screens.
 - 4. Device address list.
- 2.1 MANUFACTURERS
 - A. NEXLIGHT
 - B. Approved Equal is Acceptable
- 2.2 SYSTEM DESCRIPTION
 - A. Input signal from field-mounted or on-board signal source shall open or close one or more electrically operated circuit breakers in the lighting control panelboards. Any combination of inputs shall be programmable to any combination outputs.
 - B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - C. Comply with 47 CFR, Subpart A and Subpart B, for Class A digital devices.
- 2.3 PERFORMANCE REQUIREMENTS
 - A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts when subjected to the seismic forces specified."
 - 2. Component Importance Factor: 1.5.



2.4 PANELBOARDS

- A. The lighting panelboards may contain remotely operated circuit breakers and standard branch circuit breakers specified in Section 262416 "Panelboards."
- B. Assemblies: Comply with UL 67 and NEMA PB 1.
- C. Enclosures: Comply with UL 50 and NEMA 250.
- D. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- E. Panelboard Short-Circuit Current Rating: Fully rated to interrupt 10-kA symmetrical short-circuit current available at terminals.

2.5 CIRCUIT BREAKERS

- A. Remotely operated branch circuit breakers used for lighting control shall provide branch-circuit overcurrent protection.
- B. Labeled with SWD and HID Ratings: Comply with UL 489 for 15- and 20-A, single-pole branch devices.
- C. Switching Endurance Rating: Not less than 50,000 full-load open/close/open remote operations.
- D. Remotely Operated Circuit Breakers: Manual override switch or handle position shall enable or disable the remote operation of the device and allow breaker handle to manually control the breaker's on-off status.

2.6 CONTROLLERS

- A. Description: Controllers shall contain the power supply and electronic control for operating and monitoring remotely operated branch circuit breakers.
 - 1. Comply with UL 916; with a microprocessor-based, solid-state, 365-day timing and control unit.
 - 2. Power Supply: Powered from the panelboard, sized to provide control power for the operation of the remotely operated circuit breakers, controller, bus system, low-voltage inputs, field-installed occupancy sensors, and low-voltage photo sensors.
 - 3. Integral keypad and digital-display front panel for local setup, including the following:
 - a. Blink notice, time adjustable from software.
 - b. Ability to log and display remotely operated breaker on-time.
 - c. Capability for accepting downloadable firmware so that the latest production features may be added in the future without replacing the module.
 - 4. Nonvolatile memory shall retain all setup configurations. After a power failure, the controller shall automatically reboot and return to normal system operation.
 - 5. Time Synchronization: The timing unit shall be updated not less than every hour(s) with the network time server.
- B. Timing Unit:
 - 1. 365-day calendar, astronomical clock, and automatic adjustments for daylight savings and leap year.
 - 2. Clock configurable for 12-hour (A.M./P.M.) or 24-hour format.
 - 3. 16 independent schedules, each having time periods.
 - 4. Schedule periods settable to the minute.
 - 5. Day of week, day of month, day of year with one-time or repeating capability.
 - 6. 32 special date periods.



- C. With eight inputs, each configurable to the following parameters:
 - 1. Normally open, normally closed, two-wire maintained toggle, two-wire momentary toggle, two-wire momentary on, two-wire momentary off, or three-wire momentary operation.
 - 2. On and off-delay timers for local override operation, adjustable from five minutes to 12 hours. Local override shall be by field-installed, two-wire momentary toggle switch.

2.7 MANUAL SWITCHES AND PLATES

- A. Keypads: Programmable, designed to control lighting applications and functions associated with the equipment of this Section. The units shall be able to control any system output device, including remotely operated circuit breakers, relays, dimmers, and analog outputs.
- B. Push-Button Switches: Modular, momentary-contact, low-voltage type.
 - 1. Match color specified in Section 262726 "Wiring Devices."
 - 2. Integral green LED pilot light to indicate when circuit is on.
 - 3. Internal white LED locator light to illuminate when circuit is off.
- C. Manual, Maintained Contact, Full- or Low-Voltage Switch: Comply with Section 262726 "Wiring Devices."
- D. Wall Plates: Single and multigang plates as specified in Section 262726 "Wiring Devices."
- E. Legend: Engraved or permanently silk-screened on wall plate where indicated. Use designations indicated on Drawings.

2.8 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Class 2 Power Source: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Class 2 and Class 3 Control Cables: Multiconductor cable with copper conductors not smaller than No. 18 No. 22 No. 24 AWG.
- C. Class 1 Control Cables: Multiconductor cable with copper conductors not smaller than No. 14 No. 16 No. 18 AWG.

3.1 WIRING INSTALLATION

- A. Comply with NECA 1.
- B. Wiring Method: Install cables in raceways and cable trays except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal raceway and cables except in unfinished spaces.
 - 1. Install plenum cable in environmental air spaces, including plenum ceilings.
- C. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- D. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.

3.2 PANELBOARD INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NECA 407.
- C. Mounting Height: **90 inches (2286 mm)** to top of trim above finished floor unless otherwise indicated.



- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- E. Install filler plates in unused spaces.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals.
- B. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as needed
- C. Create a directory to indicate loads served by each circuit; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are unacceptable.

END OF SECTION 26 09 26

SECTION 26 24 16 PANELBOARDS

1.1 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

- A. MCCB: Molded-case circuit breaker.
- B. SPD: Surge protective device.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
 - 1. Include dimensioned plans, elevations, sections, and details.
 - 2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for series rating of installed devices.
 - 6. Include evidence of NRTL listing for SPD as installed in panelboard.
 - 7. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 8. Include wiring diagrams for power, signal, and control wiring.
 - 9. Key interlock scheme drawing and sequence of operations.
 - 10. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.
- B. Panelboard schedules for installation in panelboards.



- 1.4 CLOSEOUT SUBMITTALS
 - A. Operation and maintenance data.
- 1.5 FIELD CONDITIONS
 - A. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding **6600 feet (2000 m)**.
- 1.6 WARRANTY
 - A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
 - 1. Panelboard Warranty Period: 12 months from date of Substantial Completion.
- 2.1 PANELBOARDS COMMON REQUIREMENTS
 - A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces.
 - B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - C. Comply with NEMA PB 1.
 - D. Comply with NFPA 70.
 - E. Enclosures: Flush and Surface-mounted, dead-front cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R.
 - c. Kitchen Wash-Down Areas: NEMA 250, Type 4X,.
 - d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
 - e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 5.
 - 2. Height: **84 inches (2.13 m)** maximum.
 - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
 - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
 - F. Incoming Mains Location: Top Bottom Convertible between top and bottom.
 - G. Phase, Neutral, and Ground Buses: Tin-plated aluminum.
 - H. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 1. Material: Tin-plated aluminum.
 - 2. Main and Neutral Lugs: Compression Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
 - 3. Ground Lugs and Bus-Configured Terminators: Compression Mechanical type, with a lug on the bar for each pole in the panelboard.
 - 4. Feed-Through Lugs: Compression Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
 - 5. Subfeed (Double) Lugs: Compression Mechanical type suitable for use with



conductor material. Locate at same end of bus as incoming lugs or main device.

- I. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
- J. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- K. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include label or manual with size and type of allowable upstream and branch devices listed and labeled by an NRTL for series-connected short-circuit rating.
- L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
- B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1.

2.3 POWER PANELBOARDS

- A. Panelboards: NEMA PB 1, distribution type
- B. Doors: Door in door type cover. Secured with vault-type latch with tumbler lock; keyed alike.
 - 1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.
- C. Mains: Lugs only.
- D. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.
- F. Contactors in Main Bus: NEMA ICS 2, Class A, electrically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
 - 1. External Control-Power Source: 120-V branch circuit.

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install panelboards and accessories according to NECA 407.
- C. Comply with mounting and anchoring requirements
- D. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.
- E. Mount panelboard cabinet plumb and rigid without distortion of box.
- F. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- G. Install overcurrent protective devices and controllers not already factory installed.



1. Set field-adjustable, circuit-breaker trip ranges.
- 3.3 FIELD QUALITY CONTROL
- A. Perform tests and inspections.
 - B. Acceptance Testing Preparation:
 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 2. Test continuity of each circuit.
 - C. Tests and Inspections:
 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

END OF SECTION 26 24 16

SECTION 26 51 19
LED INTERIOR LIGHTING

- 1.1 SUMMARY
- A. Section Includes:
 1. Interior solid-state luminaires that use LED technology.
 2. Lighting fixture supports.
- 1.2 DEFINITIONS
- A. CCT: Correlated color temperature.
 - B. CRI: Color Rendering Index.
 - C. Fixture: See "Luminaire."
 - D. IP: International Protection or Ingress Protection Rating.
 - E. LED: Light-emitting diode.
 - F. Lumen: Measured output of lamp and luminaire, or both.
 - G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.
- 1.3 ACTION SUBMITTALS
- A. Product Data: For each type of product.
 1. Arrange in order of luminaire designation.
 2. Include data on features, accessories, and finishes.
 3. Include physical description and dimensions of luminaires.
 4. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
 5. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing and Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps and accessories identical to those indicated for the lighting fixture as applied in this Project IES LM-79 and IES LM-80.



1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards
- C. Provide luminaires from a single manufacturer for each luminaire type.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7
- B. Seismic Performance: Luminaires and lamps shall be labeled vibration and shock resistant.
 - 1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified."

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. Recessed Fixtures: Comply with NEMA LE 4.
- E. Bulb shape complying with ANSI C79.1.
- F. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- G. CRI of minimum 70. CCT of 2700 K
- H. Rated lamp life of 35,000 hours.
- I. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- J. Internal driver
- K. Nominal Operating Voltage: 120 V ac.



1. Lens Thickness: At least **0.125 inch (3.175 mm)** minimum unless otherwise indicated.
- L. Housings:
 1. Extruded-aluminum housing and heat sink.
 2. Clear finish.
- 3.5 FIELD QUALITY CONTROL
 - A. Perform the following tests and inspections:
 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

END OF SECTION 26 51 19

SECTION 28 31 11
DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

- 1.1 SUMMARY
 - A. Section Includes:
 1. Fire-alarm control unit.
 2. Manual fire-alarm boxes.
 3. System smoke detectors.
 4. Heat detectors.
 5. Notification appliances.
 6. Remote annunciator.
 7. Addressable interface device.
 8. Digital alarm communicator transmitter.
- 1.2 ACTION SUBMITTALS
 - A. Product Data: For each type of product, including furnished options and accessories.
 - B. Shop Drawings: For fire-alarm system.
 1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 2. Include plans, elevations, sections, details, and attachments to other work.
 3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
 4. Detail assembly and support requirements.
 5. Include voltage drop calculations for notification-appliance circuits.
 6. Include battery-size calculations.
 7. Include input/output matrix.



8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
 9. Include performance parameters and installation details for each detector.
 10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 11. Include plans, sections, and elevations of heating, ventilating, and air conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm.
 - c. Locate detectors according to manufacturer's written recommendations.
 12. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.
 - C. General Submittal Requirements:
 1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
 2. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. Trained and certified by manufacturer in fire alarm system design.
 - b. NICET-certified, fire-alarm technician; Level III minimum.
 - c. Licensed or certified by authorities having jurisdiction.
 - D. Delegated-Design Submittal: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 1. Drawings showing the location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the device.
 2. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
- 1.3 QUALITY ASSURANCE
- A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.
 - B. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level II technician.
- 2.1 SYSTEM DESCRIPTION
- A. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
 - B. Non-coded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.



- C. Automatic sensitivity control of certain smoke detectors.
- D. All components provided shall be listed for use with the selected system.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices:
 - 1. Manual stations.
 - 2. Heat detectors.
 - 3. Smoke detectors.
 - 4. Duct smoke detectors.
 - 5. Carbon monoxide detectors.
 - 6. Automatic sprinkler system water flow.
 - 7. Fire-extinguishing system operation.
 - 8. Fire standpipe system
- B. Fire-alarm signal shall initiate the following actions:
 - 1. Continuously operate alarm notification appliances.
 - 2. Identify alarm and specific initiating device at fire-alarm control unit.
 - 3. Transmit an alarm signal to the remote alarm receiving station.
 - 5. Release fire and smoke doors held open by magnetic door holders.
 - 6. Close smoke dampers in air ducts of designated air-conditioning duct systems.
 - 7. Activate preaction system.
 - 8. Recall elevators to primary or alternate recall floors.
 - 9. Activate elevator power shunt trip.
 - 10. Activate emergency lighting control.
 - 11. Activate emergency shutoffs for gas and fuel supplies.
 - 12. Record events in the system memory.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
 - 1. Valve supervisory switch.
 - 2. High- or low-air-pressure switch of a dry-pipe or preaction sprinkler system.
 - 3. Loss of communication with any panel on the network

2.3 FIRE-ALARM CONTROL UNIT

- A. Edwards System Technology or Approved Equal
- B. General Requirements for Fire-Alarm Control Unit:
 - 1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
 - 2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
 - 3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.
- C. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.



1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
- D. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
 1. Pathway Class Designations: NFPA 72, Class B.
 2. Pathway Survivability: Level 0.
- E. Notification-Appliance Circuit:
 1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
 2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
 3. Visual alarm appliances shall flash in synchronization.

3.6 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by authorities having jurisdiction.
- B. Perform the following tests and inspections:
 1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter.
 - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72;
 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- C. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.8 DEMONSTRATION

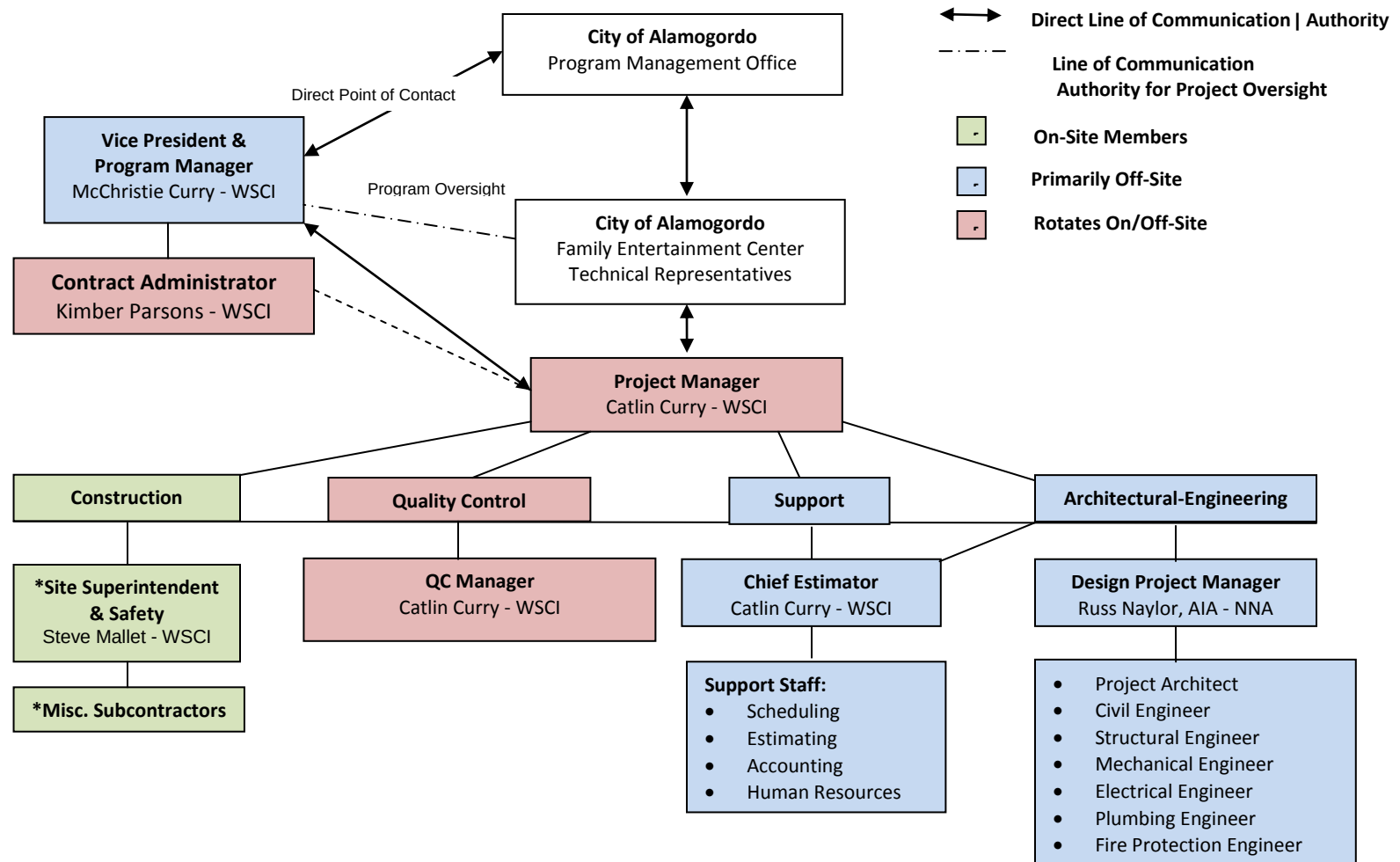
- A. Train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 28 31 11



2. Project Staffing

Provide a Project Team Organizational Chart:





Address how critical subcontractors will be selected and will be managed.

Selection of the best sub-contractors is a vital process in construction projects. There are many factors that must be taken into consideration when selecting sub-contractors. Improper selection of sub-contractors might lead to many problems during work progress. These include bad quality of work, and delays in project duration.

Critical sub-contractors were hand selected utilizing the following factors:

- Cost
- Quality
- Financial Stability
- Staff's Behavior & Experiences
- Safety
- Insurance, Repair & Warranty
- Reputation
- Experience
- Physical Resources
- Ongoing Work Commitments

The key to successfully managing the hand selected subcontractors will be:

- Effective Communication – As we selected our subcontractor team, WSCI clearly communicated our expectations and scopes of work (“SOW”) to each critical subcontractor. Communicating our requirements and SOW upfront allows us to assess whether or not a potential subcontractor is capable of doing the project.
- Time Management – WSCI and its subcontractors will agree to start & finish dates before beginning the project. We will think of the deadlines we set as being SMART: specific, measurable, attainable, realistic and time-bound. Each one of the subcontractor's deadlines and responsibilities will be built into their subcontractor agreement and the master construction schedule. By doing so, WSCI will be ensuring that the work is done to our standards.
- Follow-Up Regularly – WSCI will follow-up with subcontractors on a regular basis and be in constant contact with them through-out the project. We treat our subcontractors like they are full-time employees. Giving them autonomy to do their job, but also making sure they are meeting the deadlines and performance goals we have set out.



Include resumes for all key personnel. (Design Team)

Russell L. Naylor, AIA New Mexico License #5210 | Design Team Project Manager

37 Years - Nichols, Naylor Architects, Inc.

Project Role: Principal in charge of project design. Oversee work of design team and coordinate with the construction team and the owner's representative. Review progress of design team at regular intervals and adjust staff priorities to maintain design schedule. Perform quality control review of completed construction documents.



Education: University of Utah, B.S. Urban Planning, 1974 and M.A. Architecture, 1976

Accreditations: Member, American Institute of Architects and Reserve Officers Association

Registrations: Licensed Architect in AL, AZ, CA, ID, NM, NV, TX, UT and WY; NCARB Certified Professional

Credits and Affiliations: 1970 – 2000 U.S. Army, Colonel, 1974 – Recipient-Army Commendation Medal and 2000 – Recipient-Legion of Merit

Ryan Naylor, # 6686440-0301 | Design Quality Control Manager and Project Architect

20 Years - Nichols, Naylor Architects, Inc.

Project Role: Responsible for day to day supervision of architect's design team. Assigns responsibility for specific portions of design to staff. Monitors progress of design and provides guidance as needed. Participate in coordination calls and meetings.



Education: University of Utah, B.S. Architectural Studies 1999 and M.A. Architecture 2001

Professional Societies: NCARB Certified Professional

Adam R. Naylor | Staff Architect

12 Years - Nichols, Naylor Architects, Inc.

Project Role: Senior architect associate. Assist project architect with design and detailing portions of the project.



Education: University of Utah, B.S. Architectural Studies, 2005 and M.A. Architecture 2007

Professional Societies: NCARB Certified Professional



J. Ryan Garlick | Staff Architect

12 Years - Nichols, Naylor Architects, Inc.

Project Role: Senior architect associate. Assist project architect with design and detailing portions of the project.

Education: University of Utah, B.S. Urban Planning, Magna Cum Laude, 2004 & M.A. Architecture, 2007

Professional Societies: NCARB Certified Professional & LEED Accredited Professional



Scott Pettit, Structural Engineer

18 Years – BHB Engineers, Inc.

Project Role: Structural engineer for all aspects of the project. Responsible for leading the structural team and coordinating with architect's design team to achieve a cost efficient design that works with the architectural layout.

Education: University of Utah, B.S. Civil Engineering, 1995 & California State University, M.S. Structural Engineering, 1997

Registrations: Licensed Engineer in AZ, CA, CO, HI, ID, IL, MO, MT, NE, NM, NV, OR, SD, UT and WA



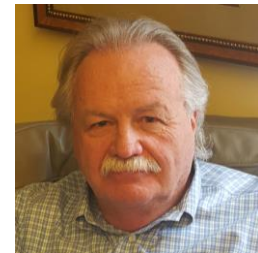
Ray Wilde, Mechanical Engineer

41 Years – Dale R. Wilde Company/Engineers

Project Role: Mechanical engineer for the project. Responsible for the HVAC and plumbing systems throughout the building. Will focus on providing energy efficient systems and plumbing fixtures that are water wise. Will coordinate with architect to avoid conflicts between HVAC and the architectural and structural systems.

Education: University of Utah, B.S. Mechanical Engineering, 1974

Registrations: Licensed Engineer in AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, and WY. NCEES Certificate.

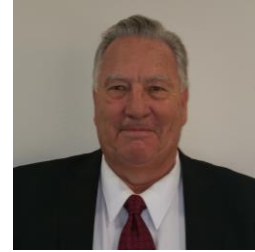




Joseph S. Hancock, P.E. New Mexico License #23023 | Project Electrical Engineer

44 Years – EDG Engineering

Project Role: Electrical Engineer for all electrical phases of the project. Design services for all electrical systems, energy efficient lighting systems, IT systems, fire alarm systems and security systems. Trained and certified in Easypower Arc Flash, Fault and Coordination studies.



Education: University of Utah, B.S. Engineering, 1971

Accreditations: Member, National Society of Professional Engineers,

Registrations: Licensed Architect in AZ, CA, CO, ID, ND, NM, UT and WY; NCEES Certified Professional Engineer.

Credits and Affiliations: Current Licensed Master Electrician Utah 152313-5502



Include resumes for all key personnel. (Construction Team)

Catlin Curry | Project Manager & Chief Estimator

14 Years - White Sands Construction, Inc.

Project Role: Plan, Estimate, and Manage commercial construction and renovation projects. Coordinate project teams and subcontractor teams. Oversees complete project life cycles, working with architects, obtaining permits, serving as liaison to Superintendents, owners, subcontractors and other representatives. Performs scheduling and complete project direction throughout each phase. As Chief Estimator, Mr. Curry oversees and estimates progress of all current jobs. He also estimates and handles project management using the latest computer software. Mr. Curry has estimated and project managed jobs in excess of \$10+ Million on a single job basis.



Education & Training

- General Contractors License: GB-98 88659
- Associates Degree-Business Administration
- OSHA/HAZCOMM
- USACE Construction Quality Control Management
- OSHA 30-Hour Safety OSHA Certificate
- LEED Training
- Walmart Project Manager Training
- Understanding the NM Int'l Energy Code

Major Project Experience:

- **Luna County Family Entertainment Center**
- Taco Bell – Multiple Locations
- CVS Pharmacy – Multiple Locations
- Hobbs High School
- Aspen Community Magnet School
- NMSU Native American Cultural Ctr. - **LEED**
- NM State Police District 4 HQ - **LEED**
- NMSU-A Reidlinger Building - **LEED**
- NMSU/DACC Center Additions - **LEED**
- Otero County Fairgrounds Exhibits Building
- La Mesa Fire Station
- Otero County Courthouse
- NMBHI Sallyport
- Fatman's Beef Jerky
- WNMU - Juan Chacon Add - **LEED**
- NMHU Lora Shields Science Building - **LEED**
- NMHU Natatorium - **LEED**
- East Mesa Public Safety Complex - **LEED**
- Multiple HAFB SABER & IDIQ Contracts
- Current CES and State JOC Contracts
- F-16 Training Facilities – **LEED**
- MVRDA 911 Call Center
- Desert Sun Chevy & Toyota Buildings

4Clicks Solutions Certificate of Completion

is hereby granted to:

CATLIN CURRY

for successful performance of 4 hours of training at Holloman AFB.



e4Clicks Project Estimator

Granted: July 18, 2008

Michael E Brown

Michael E. Brown, President

Certificate of Successful Completion

CATLIN CURRY

This is to certify attendance at the "Calculating the Cost of a Change" live audio conference presented October 6, 2011.

"Lorman Business Center, Inc." is registered with the AIA Continuing Education System (AIA/CES). This 1.25 hour program offers 1.25 Learning Unit hours, which will be reported directly to the AIA/CES for AIA members. Provider Number: J206. Program Number: 108653.

LORMAN[®]
EDUCATION SERVICES

A DIVISION OF LORMAN BUSINESS CENTER, INC.

2510 ALPINE ROAD • P.O. BOX 509 • EAU CLAIRE, WI 54702

PHONE: 866-352-9539 • FAX: 715-833-3944

www.lorman.com • customerservice@lorman.com

*Keeping You Current.
Helping You Succeed.[®]*

Michelle L. Shepherd

Michelle L. Shepherd
CE Coordinator

388537

Doña Ana Branch Community College



This Certifies That

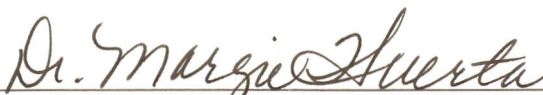
CATLIN C. CURRY

Has satisfactorily completed a course of Study
prescribed for graduation in

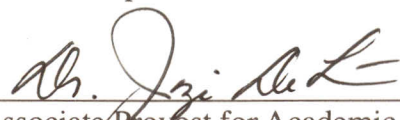
HEATING, AIR CONDITIONING & REFRIGERATION

Given at Las Cruces, this 10TH day of **December, 2004**


Division Dean


Campus Executive Officer


Campus Academic Officer


Associate Provost for Academic Affairs
and Community Colleges



CERTIFICATE OF COMPLETION

Primavera Training

Catlin Curry

Location: Scottsdale, AZ

Date: November 6-7, 2008

Course 401 - SureTrak Project Manager



Kim Selvage, Certified Instructor

PDU's Awarded: 13 CEUs Awarded: 1.3



Catlin Curry

Has Successfully Completed

**Superintendent and Project Manager
Construction Training**

October 6, 2015 Bentonville, Arkansas

8 Hours of Classroom Training

A handwritten signature in black ink, appearing to read "Will Tippins, Sr.", is written over a horizontal line.

Will Tippins, Sr.
Director, Remodel Construction

Certificate Number: 7130152

Expires: October 6, 2016

Susana Martinez
Governor

Clay Bailey
Acting Director

J. Dee Denis Jr.
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **CATLIN CURRY**

PERMANENT CERTIFICATE #379901

Has complied with all the requirements of the law and is hereby certified as a qualified party under the classification of:

GB98

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

10/03/13


Signature of Contractor



Clay Bailey
Clay Bailey
Acting Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



Certificate of Course Completion

Catlin C Curry

Student's Name

OSHA - 30 Hour Construction Industry Outreach Training Program

Course Title

09/04/2009 09:45 CST

Course Completion Date

Student's Signature

1321566

Certificate Number

30

of hours approved

I hereby attest that I have completed the above named safety course
in accordance with the ethical guidelines defined by, **Osha Pro's, Inc.**
I acknowledge that I consumed all information and took all Pertinent
quizzes and/or final tests.

Osha Pro's, Inc.
4101 West Green Oaks Blvd., Suite # 305-267
Arlington, TX, 76016
Tel: 866-442-6742



Steve Malett | Superintendent/Safety Officer

22 Years - White Sands Construction, Inc.

Project Role: Plan and manage commercial construction and renovation projects. Perform all scheduling, materials procurement, vendor management, and on-site supervision. Coordinate project teams and subcontractor teams. Oversees complete project life cycles, working with architects, obtaining permits, serving as liaison to inspectors and other government representatives, and reporting directly to owner. Delivers effective management, overseeing carpenters, plumbers, electricians, technicians, and laborers. Performs scheduling and complete project direction throughout each phase.



Education & Training

- OSHA/HAZCOMM
- OSHA 10 & 30-Hour Safety
- OSHA Certificate
- SWPPP Training

Major Project Experience:

- **Luna County Family Entertainment Center**
- Alamogordo Buffalo Wild Wings
- Mountain View Urgent Care
- NM State Police District 4 HQ - **LEED**
- NMSU Native American Cultural Ctr. - **LEED**
- NMSU-A Reidlinger Building - **LEED**
- Ruidoso Main Fire Station
- Clovis Civic Center
- MVRDA 911 Center



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

GORDEN E. EDEN, JR.
CABINET SECRETARY

ROBERT W. SHILLING
CHIEF / DEPUTY SECRETARY
LAW ENFORCEMENT OPERATIONS

PATRICK M. MOONEY
DEPUTY SECRETARY
STATEWIDE LAW ENFORCEMENT
SERVICES AND SUPPORT

OFFICE OF THE SECRETARY
505 / 827-3370

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
505 / 827-9219

OFFICE OF THE DEPUTY SECRETARY
505 / 827-9277

ADMINISTRATIVE SERVICES
505 / 827-3332

INFORMATION TECHNOLOGY
505 / 827-9262

MOTOR TRANSPORTATION POLICE
505 / 476-2457

SPECIAL INVESTIGATIONS
505 / 841-8053

TECHNICAL SUPPORT
505 / 827-9221

TRAINING AND RECRUITING
505 / 827-9251

July 2, 2013

FROM: Captain Rich Libicer
New Mexico State Police
District Four (Las Cruces)
(575) 382-2500

RE: Steve Malett
Construction Foreman – White Sands Construction Company

Dear Sir or Madam:

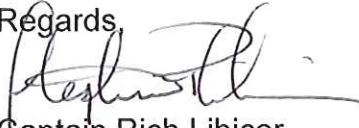
Please consider this correspondence as a complimentary correspondence for the services provided to my agency by Steve Malett, the site supervisor for the White Sands Construction Company (WSC) during the construction of the New Mexico State Police District Four headquarters facility in Las Cruces from July 2012 through July 2013.

Mr. Malett provided unquestionable professional and capable services to our agency, facilitating communication between us (as the end user), WSC, Newby & Associates architectural firm and the myriad peripheral entities involved in the development, design, construction, and problem solving during the eighteen month on-site construction as well as the post-construction punch list and trouble-shooting process. Throughout these processes, Mr. Malett was professional, effective, capable, always accessible and many times went the extra distance to provide exceptional services and to ensure a quality facility for the New Mexico State Police.

Please accept my sincere thanks to Mr. Malett for an exceptional job.

If you have any questions or require additional information, please do not hesitate to contact me at any time.

Regards,


Captain Rich Libicer
New Mexico State Police



CALEA
ACCREDITED LAW ENFORCEMENT AGENCY





Planning, Physical Resources & University Relations

Facilities Planning and Construction

MSC 3545

New Mexico State University

P.O. Box 30001

Las Cruces, NM 88003-8001

Tel: 575-646-1016, fax: 575-646-7917

E-mail: fpc@nmsu.edu

Dec 3, 2009

To Whom It May Concern:

Re: Steve Malett

From: New Mexico State University
Facilities Planning & Construction
Project Manager
Jon H Padilla

Mr. Malett worked for me from July 21, 2008 through June, 2009 and in that time frame, Mr. Malett has been the most reliable Superintendent, I have ever met. In the realm of construction, He has proven his skills time and time again. Mr. Malett was working for White Sand Con. As the project Superintendent at Alamogordo Health Science Center / Reidlinger addition project, supervising the project with, 17 subcontractors on – site. Because of his 110 % support to the project and his professionalism, leadership, He produces high quality building. We achieved contract completion on a timely manner.

Mr. Malett is highly recommended by me in any construction Project Manager supervisory position that might be available to him. Please feel free to contact me at any time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon H Padilla", written over the printed name.

Jon H Padilla
Project Manager
Facilities Planning & Construction
New Mexico State University
(575)646-7873
jhpaddill@nmsu.edu





Certificate of Course Completion

Steve Malett

Student's Name

OSHA - 30 Hour Construction Industry Outreach Training Program

Course Title

05/20/2009 23:19 CST

Course Completion Date

Student's Signature

1221256

Certificate Number

30

of hours approved

I hereby attest that I have completed the above named safety course
in accordance with the ethical guidelines defined by, **Osha Pro's, Inc.**
I acknowledge that I consumed all information and took all Pertinent
quizzes and/or final tests.

Osha Pro's, Inc.
4101 West Green Oaks Blvd., Suite # 305-267
Arlington, TX, 76016
Tel: 866-442-6742



Storm Water Pollution Prevention Plan (SWPPP)

Certificate of Attendance

Be it hereby known that:

Steve Mallett

Has completed the storm water Pollution Prevention Plan Training
for owners and inspectors held May 13, 2005


R.M. López, SWPPP Instructor





Kimber Parsons, LEED AP BD+C | Contract Administrator

9 Years - White Sands Construction, Inc.

Project Role: As Contract Administrator, Ms. Parsons issues contracts and project packets to subcontractors. She will gather, process, and submit all project close-out documentation including warranties, lien releases, O&M manuals, as-builts and all other required documentation. Ms. Parsons has the authority to issue purchase orders to vendors, order bids, payments and performance bonds and insurance as needed. She will develop letters as needed to Architects, Owners, Subcontractor and Suppliers.



Ms. Parsons will track and file Subcontractor insurance throughout the project. She will work with the project manager to create a schedule of values for pay applications. In addition, she will Track and log all Warranty issues, attend preconstruction meetings as required, order and track all bid plans and documents and subcontractor bids

Education & Training

- 1998 – 2005 NMSU / NMSU-A
- Associates in Education – January 2005
- Associate (Undesignated) – August 2003
- Diploma High School – June 1998
- NM State Notary – Expires August 3, 2015
- LEED AP Building Design and Construction
- Primavera Training
- 30 Hour OSHA Training
- Clean Edison LLC Training
- LEED Green Associate
- LEED AP Design & Construction
- Green Exam Prep
- LEED Building Design and Construction Exam Prep (8 hr online - 4 Sessions)
- GBCI Continuing Education (CE) Hours
- AIA / CES Learning Units
- Walmart Project Manager Training

Major Projects include:

- **Luna County Family Entertainment Center**
- F-16 Training Facilities - **LEED**
- NM State Police District 4 HQ - **LEED**
- NMBHI Sallyport
- Multiple HAFB SABER & IDIQ Contracts
- NMSU/DACC Gadsden Center - **LEED**
- Current CES and State JOC Contracts
- Hobbs High School
- Desert Sun Chevy & New Toyota Building
- Multiple IHOP's, CVS's, & Taco Bell's
- NMSU-A Reidlinger Building - **LEED**
- NMSU – Native American Cultural Ctr.- **LEED**



CERTIFICATE OF COMPLETION

Primavera Training

Kimber Parsons

Location: Scottsdale, AZ

Date: November 6-7, 2008

Course 401 - SureTrak Project Manager



A handwritten signature in purple ink, appearing to read "K. Selvage".

Kim Selvage, Certified Instructor

PDU's Awarded: 13 CEUs Awarded: 1.3



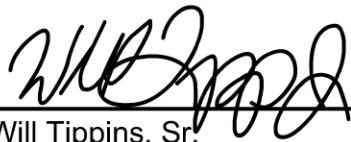
Kimber Parsons

Has Successfully Completed

**Superintendent and Project Manager
Construction Training**

September 22, 2015 Bentonville, Arkansas

8 Hours of Classroom Training



Will Tippins, Sr.
Director, Remodel Construction

Certificate Number: 7063166

Expires: September 22, 2016

WILLIAMS
DESIGN
GROUP
INC

July 14, 2009

To whom it may concern,

This is to attest to the participation of Ms. Kimber Parsons in a LEED registered project.

1014 South Main
Suite A
Las Cruces
New Mexico
88005

White Sands Construction Company is the General Contractor for our Health Sciences building at New Mexico State University – Alamogordo. As Contract Administrator for the project, Ms. Parsons has been directly involved in the necessary submittals and documentation required for the construction – phase points, and has been completing the associated templates.

The goal for the project is a Silver Certification. The construction period was from August 2008 to June 2009.

Sincerely,

P 575 528 0022
F 575 528 0023



Gary D. Williams, AIA, LEED

RECEIVED

JUL 28 2009

WHITE SANDS
CONSTRUCTION, INC.





Certificate of Course Completion

Kimber Parsons

Student's Name

OSHA - 30 Hour Construction Industry Outreach Training Program

Course Title

09/06/2009 15:22 CST

Course Completion Date

Student's Signature

1325290

Certificate Number

30

of hours approved

I hereby attest that I have completed the above named safety course
in accordance with the ethical guidelines defined by, **Osha Pro's, Inc.**
I acknowledge that I consumed all information and took all Pertinent
quizzes and/or final tests.

Osha Pro's, Inc.
4101 West Green Oaks Blvd., Suite # 305-267
Arlington, TX, 76016
Tel: 866-442-6742



GREEN BUILDING CERTIFICATION INSTITUTE HEREBY CERTIFIES THAT

Kimber L Parsons

HAS ATTAINED THE DESIGNATION OF

LEED AP BUILDING DESIGN + CONSTRUCTION

BY DEMONSTRATING KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR
SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
(LEED®) GREEN BUILDING RATING SYSTEM™.


Vicki L. Flaherty
Chairperson


Peter Templeton, GBCI President

June 1, 2014

Date Issued

10289869

Identification Number

May 31, 2016

Valid Through





Describe as many as three previous partnering/teaming arrangements with design teams.

WSCCI has had many successful partnering/teaming arrangements with design teams:

- **F-16 Training Facilities - LEED: Teamed with SMPC Architects**
 - This design/build White Sands Construction, Inc. project included design and construction of the FY12 Academic Training Facility (ATF) and the Suppression of Enemy Air Defense (SEAD) training facility at Holloman Air Force Base (HAFB) in Alamogordo, New Mexico. One new 15,000 square foot ATF and one new 8,942 square foot SEAD training facility were required to support the bed down of two squadrons of F-16 aircraft. Both facilities are administration, classroom and training oriented. The ATF includes approximately half of its area in a Special Access Program Facility (SAPF) space consisting of classrooms and briefing rooms; the area outside the SAPF space is mostly administrative/office functions. The SEAD facility is a completely SAPF building that includes classrooms, offices, training rooms, study room, and break room. Site-work includes a parking lot to the north that serves both facilities, and a sidewalk system that ties the facilities together. The project scope also included utility, landscaping, and ATPF mitigation measures.
- **Desert Sun Toyota: Teamed with SMPC Architects**
 - This design/build White Sands Construction, Inc. project included design and construction of the new 38,875 Square Foot Desert Sun Auto Group's Toyota Dealership in Alamogordo, New Mexico. This project consisted of a new pre-engineered metal building w/ standing seam roof for the maintenance shop and sales office. The sales office is a two-story 29,000 square foot facility which was constructed with an elevator, light gauge framing, gypsum board, ACM exterior panels, stucco, a special NOVUM portal entry, glass and glazing, and a huge parking lot for sales and service. The electrical, plumbing, and HVAC were constructed to meet code and be as efficient as possible. The use of used oil heats the shop area of more than 10,000 square feet. The shop is complete with state of the art tools and automobile lifts as well.
- **Luna County Entertainment Center: Teamed with Nichols, Naylor Architects, Inc.**
 - White Sands Construction, Inc. served as the prime contractor for this project that involved design and construction of an American Family Entertainment Center (AFEC) in Deming, New Mexico. The family-oriented 45,000 S.F. facility was designed to provide multiple entertainment venues in a single facility including: six movie theaters; sixteen bowling lanes; 18-hole miniature golf course, arcade, sports bar, concession stands and multiple men's and women's restrooms. The exterior of the structure is concrete masonry units (CMU) with the exception of one end of the building, which was constructed with metal studs and stucco finish in order to facilitate future expansion. A slab-on-grade foundation was used. The roof is a single-ply thermoplastic polyolefin (TPO) system. Individual spaces for several of the venues were created using metal studs faced with sheet rock on both side. The movie theaters were constructed of sound board with fabric walls. Floor finishes varied based on the venue and included carpeting, vinyl composition tile, ceramic tile and specialty flooring such as highly finished wood flooring in the bowling areas. Ceilings are hard surface in most areas for sound control. A second story was constructed that provides equipment rooms and offices. The 150,000 S.F. parking area was constructed of concrete and, due to the size of the lot, included a pond for the collection of water run-off.

Describe as many as three previous partnering/teaming arrangements with construction teams.

NNA has had many successful partnering/teaming arrangements with construction teams: Refer to NNA Past Record of Performance



3. Past Record of Performance

Design Team: Submit past performance data on as many as five (5) projects that demonstrate design past performance, in performing work similar in scope, size, and complexity to that described in the RFP. Include design awards, customer letters of recommendation, etc., with points of contact and telephone numbers.

Nichols, Naylor Architects, Inc. | Project 1

Title: Delton Entertainment Center - Riverton, Utah

Customer: Mark Orr

Contact: Mark Orr - dentaltempsut@gmail.com - (801) 243-5674

Contract Type: Design-Build New Construction

Contractor: Badham Construction - Dave Badham (801) 936-9700

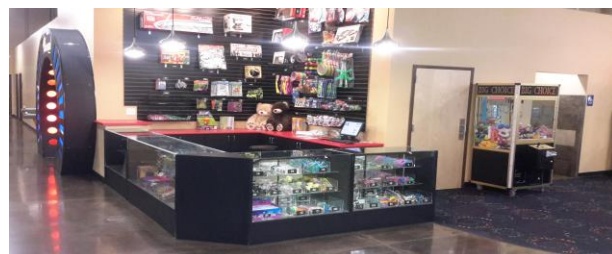
Completed: 12/15/2015

Contract Value: \$3,000,000 (Contract did not include equipment)

Project Description: Nichols Naylor designed the 31,845 s.f. Delton Bowling Entertainment Center. The project program includes 22 bowling lanes, 4 private bowling lanes, restaurant, bar, video arcade, laser tag arena, business offices, and restrooms. This project is a family oriented facility.

The structure of the building is steel columns with long span steel girders and joists. Exterior walls are constructed of structural gauge metal studs with dens glass sheathing and EIFS finish. Brick veneer is used as a contrasting material to provide variation in color and texture. There are two decorative glass tower elements that are internally illuminated with LED lighting that can change color, drawing the attention of passersby.

Sustainable practices employed were the use of high efficiency heating and air conditioning. Waterless urinals were used to help reduce water consumption. Building was constructed using steel which has a high recycle content and was sourced from a local manufacturer. Landscaping was designed to minimize water consumption.





Date: June 9, 2016

Alamogordo Entertainment Center

Alamogordo, New Mexico

To whom it may concern;

I am writing to recommend Nichols/Naylor for the design of your new entertainment center.

Russ Naylor and the Nichols Naylor team were responsible for the design of our bowling entertainment center in Riverton, Utah. Our center has 22 lanes of open bowling and 4 private bowling lanes. The center also has a full service restaurant, laser tag, and an arcade. We thoroughly enjoyed our time working with Nichols Naylor Architects and are extremely happy with the center they designed for us. We would not hesitate to contract with Nichols Naylor Architects on the design of your new entertainment center.

Please do not hesitate to contact me at 801-243-5674 or e-mail me at dentaltempsut@gmail.com if you have any further questions or requests.

Regards

A handwritten signature in black ink, appearing to read "Mark Orr", is located below the "Regards" text.

Mark Orr

Delton Lanes

3693 W. Meadow Spring Lane

Riverton, Ut. 84065



Nichols, Naylor Architects, Inc. | Project 2

Title: Fat Cats Entertainment - Gilbert, Arizona

Customer: Fat Cats Entertainment

Contact: Dave Rutter - drutter@costavida.net - (801) 836-1407

Contract Type: Design-Build Building Conversion

Contractor: Porter Brothers Construction

Completed: September 1, 2015

Contract Value: \$3,600,000.00



Project Description: Nichols Naylor designed the 54,000 s.f. Fat Cats Entertainment Center. The project was a conversion of a Grocery Store Facility which had been vacant for more than 5 years. The conversion included removal of large areas of floor slab, excavation of interior areas, and under pinning of footings to provide adequate structure clear height for theater screens and stadium seating. The program includes 6 theaters, 22 bowling lanes, restaurant bar, video arcade, 9 hole glow golf, and two sets of restrooms. The project was complicated with major owner requested change orders during the course of construction. These changes included changing all the theater seats to luxury recliners from standard rocker chairs. The restaurant theme and kitchen was also revised multiple times.





2989 W. Maple Loop Dr., Ste. 100
Lehi, UT 84043
Tel.: (801) 797-2374

June 10, 2016
City of Alamogordo
Entertainment Center
Alamogordo, New Mexico 88310

To whom it may concern;

I am writing to recommend Nichols Naylor Architects as the architect for your new family entertainment center.

I have been working with the Nichols Naylor Architects team for over ten years on various restaurant projects throughout the intermountain region, and most recently the Fat Cats Entertainment Center in Gilbert, Az. The entertainment center in Gilbert was a remodel of an existing Bashas' grocery store. The project involved complex details, such as excavating to allow for increases in movie screen heights, and raising the floor for 20 lanes of bowling. The project also included a full service restaurant, arcade, and glow golf course. The city of Gilbert was also very challenging to work with, and Russ Naylor was instrumental in helping us get through all of the red tape.

I would not hesitate to contract with Russ and his team on the design of your entertainment facility.

Please do not hesitate to contact me at 801-797-2374 or e-mail me drutter@costavida.net if you have any further questions or requests.

Regards,

A handwritten signature in black ink, appearing to read "Dave Rutter", written in a cursive style.

Dave Rutter
Win Management
2989 W. Maple Loop Dr.
Suite 100
Lehi, UT 84043



Nichols, Naylor Architects, Inc. | Project 3

Title: Spectrum Entertainment Center - Rancho Cordova, CA

Customer: D&S Development & Diede Construction

Contract Type: Design-Build New Construction

Contact: Rohit Ranchhod - rohit@hospitalitymgnt.com - (916)
Don Phemister- dphemister@diiedeconstruction.com (209) 369-8255



Completed: Projected December 2016

Contract Value: \$22,000,000.00

Project Description: 87,000 s.f. Entertainment Center with 10 movie theaters. There are 26 bowling lanes, 4 of which can be separated for private events. The center also will house, theater concessions, video arcade, laser tag arena, full service restaurant, second level sports bar and meeting rooms, party rooms, separate restrooms for bowling and theater auditoriums, management offices and outside patio. The exterior walls are pre cast concrete panels. Roof is steel girders and joists supported on steel columns. The foundation is conventional spread footings. Exterior architecture includes a 60 ft. tall internally illuminated tower structure to be visible from a nearby freeway. Facades include ACM clad canopies, brick veneer wainscot, movie them graphics and signage on wall panels.



June 9, 2016

RE: City of Alamogordo Entertainment Center

Alamogordo, New Mexico

88310

To whom it may concern;

I am writing to recommend Nichols Naylor Architects as the architect for your new family entertainment center.

We have been working with Russ Naylor and the Nichols Naylor Architects team for over five years on the Spectrum Entertainment center in Rancho Cordova, California. This project has been challenging from day 1 and Russ and his team have been responsive and professional in their efforts to help move the project forward. We worked hand in hand with Russ to design the entertainment center and have been extremely happy with his knowledge and expertise. We look forward to the opportunity to work with Russ on future projects.

I would not hesitate to contract with Russ and his team on the design of your entertainment facility.

Please do not hesitate to contact me at 916-761-5602 or e-mail me rohit@hospitalitymgnt.com if you have any further questions or requests.

Regards

A handwritten signature in black ink, appearing to read 'Rohit Ranchhod', with a stylized flourish at the end.

Rohit Ranchhod

American Hospitality Services, Inc.

8799 White Peacock Way

Elk Grove, Ca. 95624



Nichols, Naylor Architects, Inc. | Project 4

Title: Cascade Entertainment Center - Carlsbad, New Mexico

Customer: Cascade Entertainment LLC

Contract Type: Design-Build Renovation

Contact: Henry Waters - h.waters.construction@gmail.com- (915) 355-5587

Completed: Projected 12 2016

Contract Value: \$5,000,000.00

Project Description: 43,000 s.f. Family Entertainment Center in the Carlsbad Cascades development. The facility venues include 6 theaters, theater concessions, 16 bowling lanes, restaurant/ bar, video arcade, laser tag, party rooms, management offices, separate restrooms for bowling and auditoriums. All theater seats are luxury reclining seats. Building will be constructed of steel joist with steel support beams and columns. Site soils require a drilled foundation system. Exterior is a mix of EIFS and synthetic stone veneer with a decorative "bell" tower which will be visible for miles around the site.





Nichols, Naylor Architects, Inc. | Project 5

Title: South Towne Commons Shopping Center - Sandy, Utah

Customer: Johansen Thackeray Co.

Contract Type: Design Build New Construction

Contact: John Thackeray - john@jtcompany.com - (801) 487-6670

Completed: 11/4/2006

Contract Value: \$30,587,407.43



Project Description: Retail shopping center with over 300,000 s.f. of retail space. Includes national retail tenants such as Nordstrom Rack, Bed Bath & Beyond, Sports Authority, PetSmart, Staples, Ulta, DSW, Carters, and 20,000 s.f. of retail shop and restaurant space. Project includes unique storefront architecture giving each tenant an individual identity while maintaining a cohesive design language throughout the development. The project was awarded the Summit Design award by Sandy City for outstanding achievement.



THE
THACKERAY
COMPANY

June 8, 2016

TO WHOM IT MAY CONCERN:

We have been a real estate developer in the Salt Lake area for about 30 years. We have been responsible for the development of shopping centers throughout the valley such as The Commons at Sugarhouse, The Commons at West Bountiful and The Commons at Southtowne, in addition to several smaller projects. The architectural services of Nichols & Naylor have been an important part of our success as we have developed these various projects.

We have primarily worked with Russ Naylor and Ryan Naylor over the past several years. We have found them to be professional, knowledgeable and creative in their designs. We feel we have been able to develop several premier shopping centers in the State due to their ability to design upscale, cohesive projects that reflect our style as well as incorporate current trends. They have also been willing to assist us in remodeling storefronts to update some of our older buildings. They have always been efficient and accommodating whether our project is on a large or small scale. One of the things we appreciate most about the firm is their responsiveness. While we understand Nichols & Naylor has many clients, we feel they respond to each project as if it's the most important. We can attest to this because many of our national tenants, as well as our smaller tenants, have used Nichols & Naylor to draw their plans. We have found they quickly create good relationships with other architects and construction departments to support us in completing the leasing process. They are problem solvers and have always been able to assist in meeting approval deadlines with our tenants.

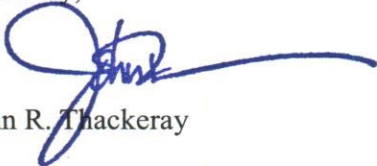
Nichols & Naylor has not only been instrumental in working with various cities in the permitting process but, when needed, they have attended City Council and/or Planning Department meetings to assist in working through development and zoning issues.

For their architectural design of The Commons at Southtowne, Sandy City presented Nichols and Naylor with an Architectural Design and Redevelopment Recognition Award which speaks to their reputation and architectural contribution in Utah.

We highly recommend this firm. Their work ethic, knowledge and professionalism are above reproach and we consider them to be a vital part of our development team.

If you have any questions, please feel free to contact me.

Sincerely,



John R. Thackeray



Construction Team: Submit past performance data on as many as five (5) projects that best demonstrate construction past performance in performing work similar to that described in the RFP. Include awards, customer letters of recommendation, etc., with points of contact and telephone numbers.

White Sands Construction, Inc. | Project 1

Title: Luna County Family Entertainment Center, Deming, NM

Customer: American Family Entertainment Centers

Contact: Bill Kellen - bkellen@wyoming.com - (801) 209-3446

Contract Type: Design-Build New Construction

Completed: 05/22/2009

Contract Value: \$8,500,000.00



Project Description: WSCI served as the prime contractor for this project that involved design and construction of an American Family Entertainment Center (AFEC) in Deming, NM. The family-oriented 53,000 S.F. facility was designed to provide multiple entertainment venues in a single facility including: six movie theaters; sixteen bowling lanes; 18-hole miniature golf course, arcade, sports bar, concession stands and multiple men's and women's restrooms.

The exterior of the structure is concrete masonry units (CMU) with the exception of one end of the building, which was constructed with metal studs and stucco finish in order to facilitate future expansion. A slab-on-grade foundation was used. The roof is a single-ply thermoplastic polyolefin (TPO) system. Individual spaces for several of the venues were created using metal studs faced with sheet rock on both side. The movie theaters were constructed of sound board with fabric walls. Floor finishes varied based on the venue and included carpeting, vinyl composition tile, ceramic tile and specialty flooring such as highly finished wood flooring in the bowling areas. Ceilings are hard surface in most areas for sound control. A second story was constructed that provides equipment rooms and offices. The 150,000 S.F. parking area was constructed of concrete and, due to the size of the lot, included a pond for the collection of water run-off.





PO Box 1757
Pinedale, Wyoming 82941
Tele: 307-367-6330
afec@wyoming.com

CORPORATE

December 3, 2009

TO WHOM IT MAY CONCERN:

This letter is written on behalf of White Sands Construction, Inc., of Alamogordo, NM, ("White Sands").

American Family Entertainment Centers ("AFEC") contracted with White Sands to build the Luna County Family Entertainment Center in Deming, NM, under a design/ build contract that AFEC had with Luna County.

Prior to retaining White Sands to perform the construction of the facility, I personally inspected other works of construction that White Sands had performed for Luna County, specifically, the remodel of the Luna County Court House and the remodel of the Southern Pacific Train Depot. I found the work of construction and workmanship to be above normal and was the basis for our entering into a contract with White Sands to build the Entertainment Center.

During the planning, design and construction, of the project, the personnel of White Sands provided insight and suggestions on construction methods which would save time and money, and which resulted in the facility being built in a timely manner and on budget.

For more than 45 years I have been involved in the construction industry, as a professional civil engineer and an attorney specializing in construction issues. During this time I have had the opportunity to work with a large number of construction companies and I would rate White Sands as one of the very best that I have had the privilege to work with. I would not hesitate to hire them again and would recommend them to whomever is seeking a first class construction company.

Should you have any questions regarding the above, you may call me at (801) 209-3446.

Sincerely,

William G. Kellen

William G. Kellen, CEO

Cibola County Commission

Edward J. Michael, Chairman
Antonio Gallegos, 1st Vice-Chair
T. Walter Jaramillo, 2nd Vice-Chair
Patrick Simpson, Commissioner
Lloyd Felipe, Commissioner

Cibola County
515 West High Street
Grants, New Mexico 87020
Phone (505) 287-9431 – Fax (505) 285-5434



Scott Vinson
County Manager

January 27, 2010

RE: White Sands Construction

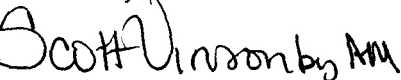
To Whom It May Concern:

I am pleased to provide a reference for White Sands Construction. During my tenor as Luna County Manager White Sands was the successful bidder in 3 very important projects for the County. The Projects included the historic Courthouse 2 million dollar renovation, the Historic Railroad Depot, an icon for the Community, and most recently the 8.3 million dollar entertainment complex.

The quality of their work was not only excellent but exceeded expectations. They kept change orders to a minimum and adhered to a strict work schedule.

If you have any questions please feel free to contact me at 505-287-9431.

Sincerely,



Scott Vinson
County Manger



White Sands Construction, Inc. | Project 2

Title: Academic Training Facility (ATF) and Suppression of Enemy Air Defense (SEAD) Training Facility, Holloman AFB, NM

Contract Number: W912PP-12-C-0017

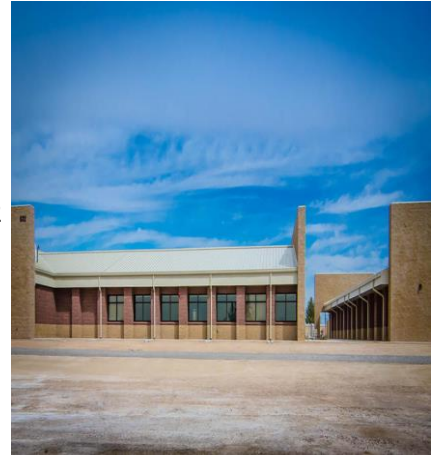
Customer: Army Corps of Engineers

Contact: Mike McBride - mike.mcbride@holloman.af.mil – (575) 572-5832

Contract Type: Design-Build New Construction

Completed: March 1, 2014

Contract Value: \$9,062,924.79



Project Description: This design-build WSCI project included design and construction of the FY12 Academic Training Facility (ATF) and the Suppression of Enemy Air Defense (SEAD) training facility at Holloman Air Force Base (HAFB) in Alamogordo, NM. One new 1,391 total square meters (15,000 square feet) ATF and one new 831 total square meters (8,942 square feet) SEAD training facility is required to support the bed down of two squadrons of F-16 aircraft. Both facilities are administration, classroom and training oriented.

The ATF includes approximately half of its area in a Special Access Program Facility (SAPF) space consisting of classrooms and briefing rooms; the area outside the SAPF space is mostly administrative/office functions. The SEAD facility is a completely SAPF building that includes classrooms, offices, training rooms, study room, and break room. Site work included a parking lot to the north that serves both facilities, and a sidewalk system that ties the facilities together. Utilities runs will be accessed primarily from Nighthawk Avenue to the east of the building site. The project scope includes landscaping and ATP mitigation measures.

The buildings are being constructed of steel frames, steel roof purlins and type B steel decking. The exterior walls are masonry with batt insulation in metal furring with interior painted drywall. The roofing is standing seam metal over drywall sheathing, with batt insulation below the steel deck. The insulation values developed support the development of a design that will meet requirements for a LEED Silver certification by the USGBC. Interior finishes are primarily comprised of painted drywall partitions, acoustical board ceilings, and carpet tile or stained concrete flooring.



SMPCArchitects

PRINCIPLES OF DESIGN.

May 13, 2014

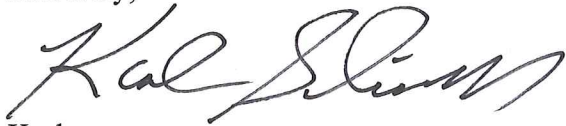
To Whom It May Concern:

SMPC architects worked with White Sands Construction on the SEAD ATF Facility at Holloman Air force Base during 2013 and 2014. SMPC had design responsibilities over the architectural and engineering portions of the project in a design-build relationship with White Sands Construction and found them to be easy to work with and very professional in their project management and the quality of their work.

SMPC Architects has had previous experiences with White Sands Construction and have always found them to be of the highest professional level.

Please feel free to contact SMPC at 505-255-8668 with any questions.

Sincerely,



Karl
Schindwolf, AIA
Principal

115 Amherst Drive SE
Albuquerque, NM 87106
T 505 255 8668 F 505 268 6665
www.smpcarchitects.com



White Sands Construction, Inc. | Project 3

Title: Desert Sun Toyota

Customer: Desert Sun Auto Group

Contract Type: Design-Build New Construction

Contact: Bobby Martinez - BMartinez@desertsunmotors.com - (575) 437-7530

Completed: 11/12/2012

Contract Value: \$5,055,000.00



Project Description: This is a new 38,875 square foot Toyota dealership. The project consisted of a new pre-engineered metal building with a standing seam roof for a maintenance shop and a sales office. The sales office was a two-story 29,000 square foot facility which was constructed with an elevator, light gauge framing, gypsum board, ACM exterior panels, stucco, a special NOVUM portal entry, glass and glazing, and a huge parking lot for sales and service. The electrical, plumbing, and HVAC were constructed to meet code and be as efficient as possible. The use of used oil heats the shop area of more than 10,000 square feet. The shop has been completed with state of the art tools and automobile lifts as well.



Building Tomorrow's Future Today...

White Sands
CONSTRUCTION INC.

Submitted By: White Sands Construction, Inc. | RFP #2015-006

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P.O. Box 129 • 2600 North White Sands Blvd. • Alamogordo, New Mexico 88311
575-437-7530 • 1-800-682-5266 • Fax 575-434-2097 • www.desertsunmotors.com

Mr. Catlin Curry

January 30, 2013

Project Manager

White Sands Construction

PO Box 1745

Alamogordo, NM 88310

Mr. Curry;

I am writing you this letter to personally thank you and your team at White Sands Construction for the wonderful job your company performed in building our new state of the art facility, Desert Sun Toyota, in Alamogordo, NM.

Your team's professionalism made this \$5,000,000 project a pleasure to undertake and complete. From the time we began the project in October of 2011 until final completion in November of 2012, your company provided excellent communication on the project and change orders were completely explained and documented. Toyota Financial Services financed the project and commented on how organized and thorough the requests for payment were handled.

Marc Davis, the construction foreman on this project was a pleasure to work with, and I would highly recommend your company to anyone needing a new commercial project or major renovations on an existing facility.

If anyone has any questions, please do not hesitate to call me.

Sincerely,

Robert Martinez,

President,

Desert Sun Toyota



GMC





March 5, 2013

To Whom It May Concern:

SMPC Architects worked with White Sands Construction on the new Desert Sun Toyota building in Alamogordo, NM from 2011 to 2012. The project was very successful and completed on schedule. We worked together via email, telephone, FTP site, PASKR and monthly onsite project meetings. We found White Sands Construction to be very organized and great to work with. They were very professional in their project management and the quality of their work. They exhibited great work ethics from the field superintendent to the project manager.

SMPC Architects has had previous experiences with White Sands Construction and have always found them to be of the highest professional level.

Please feel free to contact SMPC at 505-255-8668 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'PH' or a stylized version of the name Patricia Hancock.

Patricia Hancock, AIA LEEP AP BD & C
Principal

115 Amherst Drive SE
Albuquerque, NM 87106
T 505 255 8668 F 505 268 6665
www.smpcarchitects.com



White Sands Construction, Inc. | Project 4

Title: Desert Sun Chevrolet Buick GMC Cadillac Image Renovations

Customer: Desert Sun Auto Group

Contract Type: Design-Build Renovation

Contact: Bobby Martinez - BMartinez@desertsunmotors.com - (575) 437-7530

Completed: 5/30/2013

Contract Value: \$1,587,407.43

Project Description: Renovate existing Chevy/GMC/Cadillac dealership to bring up to GM standards. New 1,600 square foot addition and new Chevy entry element. Remove/Replace acoustic ceilings, flooring, painting, plumbing, HVAC, and Electrical in the existing 30,000 square foot facility. New linear metal ceiling at exterior soffit and new ACM panels for front of existing building. Shop area received a facelift with new EIFS exterior façade and new epoxy flooring and paint.





P.O. Box 129 • 2600 North White Sands Blvd. • Alamogordo, New Mexico 88311
575-437-7530 • 1-800-682-5266 • Fax 575-434-2097 • www.desertsunmotors.com

Mr. Catlin Curry

June 19, 2013

White Sands Construction

1700 E. 10th

Alamogordo, New Mexico 88310

Dear Mr. Curry;

I would like to commend your company for the excellence and professionalism on our recent remodel of our Desert Sun Motors facility in Alamogordo. The facility is probably 60 years old, but your company did such an outstanding job on the remodel, it that it looks brand new.

The quality workmanship your staff provided became apparent when General Motors management visited the facility and were impressed by the facility, compared to what it looked like previously, when the project began.

All change orders and communications were handled promptly and we were supplied with sufficient back-up documentation explaining the changes and costs. Your staff was always on the jobsite to answer any questions and provide answers on all the concerns that arose throughout construction process.

I highly recommend your company and staff. If you have any questions please do not hesitate to call me.

Sincerely,



Robert Martinez

President



GMC





White Sands Construction, Inc. | Project 5

Title: New Mexico State Police District 4 Headquarters

Customer: Property Control Division

Contract Type: Request for Proposal

Contact: Brad Isaacson - Brad.Isaacson@state.nm.us - (505) 827-2141

Completed: 11/4/2012

Contract Value: \$1,587,407.43



Project Description: The scope of Work included the construction of approximately 18,348 square foot State Police Building and a 2,847 square feet Vehicle Maintenance Building. The site is located at 4055 North Sonoma Ranch Boulevard in Las Cruces, New Mexico. The Foundations are concrete spread footings. Structural system is a steel frame and steel joists with a metal deck and concrete floor slab. Interior walls are metal studs and gypsum board. Exterior architectural finishes include 3 coat cementitious stucco and a synthetic stone veneer. Exterior windows are aluminum storefront and aluminum framed windows. Exterior doors are aluminum at the main entry and others are hollow metal doors in hollow metal frames with interior doors are wood in hollow metal frames. The low slope roof is a single ply membrane over metal decking and the steeper sloped roof is a standing seam metal roof. Interior architectural finishes are quarry tile, carpet, ceramic tile, and access flooring with carpet at the dispatch area. Interior walls are painted gypsum board and ceramic tile at wet areas. Ceilings are lay-in acoustical tiles, gypsum board, and exposed structure. The mechanical system consists of roof top mounted combination units. Electrical and special systems were included in the scope of work. The Project is specified to achieve a LEED Silver rating New Construction & Major Renovation 2.2 the Second Edition September, 2006.



NEW MEXICO STATE POLICE
DISTRICT 4 HEAD QUARTERS

STEVE NEWBY ARCHITECTS

Building Tomorrow's Future Today...

White Sands
CONSTRUCTION INC.

Submitted By: White Sands Construction, Inc. | RFP #2015-006

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STATE OF NEW MEXICO

Susana Martinez
GOVERNOR

Edwynn L. Burckle
Cabinet Secretary
General Services Department

George D. Morgan
Director
Facilities Management Division



GENERAL SERVICES DEPARTMENT

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

ADMINISTRATIVE SERVICES
DIVISION
(505) 827-0620

BUILDING SERVICES DIVISION
(505) 476-2349

TRANSPORTATION SERVICES DEPARTMENT
(505) 476-1902

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-0442

715 Alta Vista, Santa Fe, New Mexico 87505
Mailing Address: PO Box 6850 • Santa Fe, New Mexico 87502-0110
Phone: (505) 827-2000 • Fax: (505) 827-2041

July 25, 2014

To whom it may concern

Re: Recommendation of White Sands Construction

As New Mexico Facilities Management Division Project Manager for the New Mexico State Police Headquarters District 4 project in Las Cruces New Mexico, where White Sands Construction was the General Contractor for this project, I am offering my recommendation to anyone interested in hiring this company for any construction project that you may have.

White Sands always delivered the highest professional care and expertise in delivering our State Police project. Where there were issues of quality, accuracy or where change orders were required the construction management team of White Sands was always prompt and willing to work with the architect or myself to resolve any issues and to offer a fair price for any required changes.

White Sands also managed the work site with efficiency and maintained a clean and well-managed project site.

Regards,

A handwritten signature in blue ink, appearing to read "Brad Isaacson", with a long, sweeping horizontal line extending to the right.

Brad Isaacson, FMD
Project Manager



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

GORDEN E. EDEN, JR.
CABINET SECRETARY

ROBERT W. SHILLING
CHIEF / DEPUTY SECRETARY
LAW ENFORCEMENT OPERATIONS

PATRICK M. MOONEY
DEPUTY SECRETARY
STATEWIDE LAW ENFORCEMENT
SERVICES AND SUPPORT

OFFICE OF THE SECRETARY
505 / 827-3370

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
505 / 827-9219

OFFICE OF THE DEPUTY SECRETARY
505 / 827-9277

ADMINISTRATIVE SERVICES
505 / 827-3332

INFORMATION TECHNOLOGY
505 / 827-9262

MOTOR TRANSPORTATION POLICE
505 / 476-2457

SPECIAL INVESTIGATIONS
505 / 841-8053

TECHNICAL SUPPORT
505 / 827-9221

TRAINING AND RECRUITING
505 / 827-9251

July 2, 2013

FROM: Captain Rich Libicer
New Mexico State Police
District Four (Las Cruces)
(575) 382-2500

RE: White Sands Construction Company

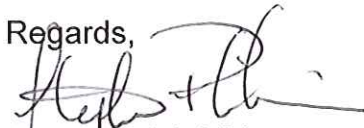
Dear Sir or Madam:

Please consider this correspondence as a positive reflection on the services provided to my agency by the White Sands Construction Company (WSC) of Alamogordo, New Mexico.

WSC was contracted to build the newest headquarters facility for the New Mexico State Police in Las Cruces in 2012-2013. Their professionalism, capabilities and dedication to quality service and a quality product combined to construct a state of the art, well constructed physical plant. With appropriate oversight, attention to detail and cooperation with the end user (to include several peripheral entities), WSC produced an exceptional facility to promote public and police services and completed their contractual obligations and provided with state of New Mexico and the community of Las Cruces in an exceptional manner.

If you have any questions or require additional information, please do not hesitate to contact me at any time.

Regards,


Captain Rich Libicer
New Mexico State Police



CALEA
ACCREDITED LAW ENFORCEMENT AGENCY





Information on previous design/build projects to include owner's project budget, final construction cost estimate, bid price including accepted alternates, and total number and cost of Change Orders.

Information on these projects showing owner's schedule compared to actual project schedule.

Explain any project difficulties and how the Prequalified Candidate handled these issues.

Attach Contractor's "Final Application and Certification for Payment" (AIA Form G702 or equal) for these design-build projects. Include as an attachment to the Proposal.

WSCJ has completed many successful design/build projects: Please note that WSCJ holds to a strict policy that there shall not be any change orders on Design/Build projects unless owner/client requested additional services or unforeseen conditions beyond control.

Title: Desert Sun Toyota

Bid Price: \$4,816,964.77

Change Orders & Value: 13 Total Change Orders equaling \$214,767.18

Initial Days to Complete: 365 Calendar Days

Actual Days to Complete: 365 Calendar Days

Difficulties: Toyota requires ACM panels on their buildings and a specialized manufacture/installer as well – we had to bring in a subcontractor from out of state to perform this work. Also they require a NOVUM entry structure – this had to be coordinated with the structure to provide adequate loads to be properly designed.

See attached AIA Form G702

Title: FY12 F-16 ATF/SEAD Training Facilities

Bid Price: \$8,604,000.00

Change Orders & Value: 14 Total Change Orders equaling \$458,924.79

Initial Days to Complete: 510 Calendar Days

Actual Days to Complete: 591 Calendar Days

Difficulties: This project was designed and built for the USACE to meet LEED silver requirements. There were numerous items that had to be done to meet this requirement, but at the same time adhere to AT/FP standards and HAFB standards. Thru our extensive LEED experience we were able to achieve this. Also the site is located right in the flood area of HAFB, this required additional designing and construction.

See attached AIA Form G702

Title: Flickinger Annex Building Remodel

Bid Price: \$267,000.00

Change Orders & Value: 3 Total Change Orders equaling \$24,555.93

Initial Days to Complete: 90 Calendar Days

Actual Days to Complete: 92 Calendar Days

Difficulties: This project was to renovate a historic building downtown in the City of Alamogordo. We had to tie the existing Flickinger Theater into this building and still keep the fire rating.

See attached AIA Form G702

Title: Las Cruces New Mexico Bone & Joint Institute Remodel

Bid Price: \$433,704.44

Change Orders & Value: 5 Total Change Orders equaling \$107,602.14

Initial Days to Complete: 70 Calendar Days

Actual Days to Complete: 126 Calendar Days

Difficulties: This project was to renovate an existing lawyer's office into a doctors/health office. We also had to raise the existing grades to create additional parking.

See attached AIA Form G702



Title: Mountain View Urgent Care

Bid Price: \$1,060,000.00

Change Orders & Value: 4 Total Change Orders equaling \$20,291.01

Initial Days to Complete: 130 Calendar Days

Actual Days to Complete: 130 Calendar Days

Difficulties: N/A

See attached AIA Form G702

Title: Regional Management Corporation - Tenant Improvement

Bid Price: \$86,140.21

Change Orders & Value: 0 Total Change Orders equaling \$0.00

Initial Days to Complete: 30 Calendar Days

Actual Days to Complete: 30 Calendar Days

Difficulties: N/A

See attached AIA Form G702

Application and Certificate for Payment

CONTRACTOR'S APPLICATION FOR PAYMENT

		Not including 8.5%
		Contractor Fee
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$153,648.50	
Total approved this Month	\$44,293.60	
TOTALS	\$197,942.10	0
NET CHANGES by Change Order		\$197,942.10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

US ARMY CORPS OF ENGINEERS PAYMENT ESTIMATE - CONTRACT PERFORMANCE For use of this form, see ER 37-1-30; the proponent agency is CERM-FC.					1. INVOICE RECEIVED DATE 11 May 2015 PAYMENT DUE DATE		Sheet 1 of 2		
2. CONTRACTOR AND ADDRESS White Sands Construction, Inc. 1700 10TH STREET ALAMOGORDO NM 88310					3. CONTRACT NO. W912PP-12-C-0017 NA		4. DISTRICT Albuquerque District		
5. DESCRIPTION OF WORK F-16 Academic Facility & SEAD Facility					6. APPROPRIATION AND PROJECT 021-NA-2012-2050-0000		7. REQUIRED COMPLETION DATE 20 Mar 2014		
8. LOCATION Holloman AFB, NM			9. PERIOD COVERED BY THIS ESTIMATE FROM 21 May 2014 THRU 17 Feb 2015			10. JOB ORDER NO.		11. ESTIMATE NO. 21 - Final	
a.			b. CONTRACT			c. TOTAL TO DATE			
12. ITEM NO.	DESCRIPTION		(1) QUANTITY AND UNIT	(2) UNIT PRICE	(3) AMOUNT	(1) QUANTITY AND UNIT	(2) AMOUNT		
	CONTRACT AMOUNT (contract line items - see attached sheets)				\$9,062,924.79	100%	\$9,062,924.79		
INCLUDES MODIFICATIONS THRU P00001			100 % EARNINGS TO DATE 100 % LESS STORED MATERIAL		TOTAL CONTRACT —————→ \$9,062,924.79	TOTAL EARNINGS TO DATE —————→		\$9,062,924.79	
REMARKS Final									
13. PRESENTED FOR PAYMENT			16. A. PREVIOUS DEDUCTIONS OTHER THAN RETAINED PERCENTAGE**			\$0.00			
PAYEE		PER		B. PREVIOUS RETAINED PERCENTAGE			\$0.00		
WHITE SANDS CONSTRUCTION INC				C. PREVIOUS PAYMENTS			\$9,053,309.04		
DATE		TITLE		D. PREVIOUS EARNINGS (A+B+C)			\$9,053,309.04		
14. APPROVED AMOUNT			E. EARNINGS THIS PERIOD (TOTAL EARNINGS TO DATE MINUS D)			\$9,615.75			
I certify that I have checked the quantities covered by this bill or estimate; that the work was actually performed; that the quantities are correct and consistent with all previous computations as actually checked; that the quantities and amounts are wholly consistent with the requirements of the contract or other instrument involved.			F. LESS RETAINED PERCENTAGE			\$0.00			
			G. LESS DEDUCTION OTHER THAN RETAINED PERCENTAGE FOR			\$0.00			
			H. TOTAL DEDUCTIONS FOR THIS PERIOD (F+G)			\$0.00			
			I. RETAINAGE REFUNDED			\$0.00			
			J. OTHER REFUNDS			\$0.00			
			K. TOTAL REFUNDS THIS PERIOD			\$0.00			
SIGNATURE		DATE		L. AMOUNT DUE CONTRACTOR (E-H+K)			\$9,615.75		
Ramon Macias III Administrative Contracting Officer									
CONTRACTING OFFICER APPROVAL (Signature)		DATE		17. RECAPITULATION: RETAINED PERCENTAGE (B + F - I) \$0.00 TOTAL PAID (C + L) \$9,062,924.79 OTHER DEDUCTIONS (A + G - J) \$0.00					
Contracting Officer									

AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER:
Teresa Hamm
1106 N New York Ave
Alamogordo, NM 88310

PROJECT:
FLICKINGER ANNEX BUILDING REMODEL

FROM CONTRACTOR:
White Sands Construction, Inc.
PO Box 1745
Alamogordo, NM 88311

VIA ARCHITECT:
Vison Architecture
PO Box 136
Chamberino, NM 88027

Application No.: Four (4)
Period To: 28-Feb-15
Contract For: General Construction
Contract Date: 10/27/2014
Project No.:
WSCI Project No.: 14019

Distribution To:
OWNER
ARCHITECT
CONTRACTOR
FIELD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM (With Tax)..... \$288,026.25
2. NET CHANGE BY CHANGE ORDERS..... \$26,489.71
3. CONTRACT SUM TO DATE (Line 1 +/- 2)..... \$314,515.96
4. TOTAL COMPLETED & STORED TO DATE (w/o Tax)..... \$291,555.93
(Column G on G703)

5. RETAINAGE:

a. % of Completed Work
(Column D + E on G703: =
b. % of Stored Material
(Column F on G703: =

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED..... \$291,555.93
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFIATES FOR PAYMENT..... \$189,434.20
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$102,121.73

Gross Receipts Tax 7.8750%

CURRENT PAYMENT WITH TAX \$110,163.82

9. BALANCE TO FINISH

(Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY - With Tax	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	23048.35	
Total approved this Month	1507.58	
TOTALS	\$24,555.93	\$0.00
NET CHANGES by Change Order		\$24,555.93

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 3/3/2015

State of: New Mexico County of: Otero

Subscribed and sworn to before me this 3rd day of March 2015

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER:	Indian Wells #2, LLC 2301 Indian Wells Alamogordo, NM 88310	PROJECT:	LC NM Bone & Joint Institute Remodel 2951 N Roadrunner Pkwy Las Cruces, NM 88001	Application No.:	Final	Distribution To:	OWNER ☒
				Period To:	Final		ARCHITECT ☐
				Contract For:	General Construction		CONTRACTOR ☐
				Contract Date:	1/1/2015		FIELD ☐
FROM CONTRACTOR:	White Sands Construction, Inc. PO Box 1745 Alamogordo, NM 88311	VIA ARCHITECT:		Project No.:			
				WSOI Project No.:	14020		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM (W/O Tax Included).....	\$433,704.44
2. NET CHANGE BY CHANGE ORDERS.....	\$107,602.14
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$541,306.58
4. TOTAL COMPLETED W/O OVERHEAD & PROFIT.....	\$472,798.13
(Column G on G703)	
5. OVERHEAD & PROFIT:	
a. 7 % Overhead of Completed Work =	\$33,095.87
b. 7 % Profit on Completed Work =	\$35,412.58
Total of Overhead & Profit on Work Completed	\$68,508.45
6. TOTAL EARNED.....	\$541,306.58
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFIATES FOR PAYMENT.....	\$528,909.91
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$12,396.67
Gross Receipts Tax 8.3125%	
CURRENT PAYMENT WITH TAX	\$13,427.14
9. BALANCE TO FINISH	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY - W/O Tax	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$95,205.47	
Total approved this Month	\$12,396.67	
TOTALS	\$107,602.14	\$0.00
NET CHANGES by Change Order		\$107,602.14

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 9/10/2015

State of: New Mexico County of: Otero

Subscribed and sworn to before me this 10th day of September 2015

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO.:	Five (5)	Distribution To:	
MDDC Investments	Mountain View Urgent Care	PERIOD TO:	5/31/2013	OWNER	☒
PO Box 1745	1455 Valley Dr.	CONTRACT FOR:	General Construction	ARCHITECT	☒
Alamogordo, NM 88311	Las Cruces, NM 88001	CONTRACT DATE:		CONTRACTOR	☐
FROM CONTRACTOR:	VIA ARCHITECT:	PROJECT NO.:	12012	FIELD	☐
White Sands Construction, Inc.	Williams Design Group				
PO Box 1745	1014 S. Main St				
Alamogordo, NM 88311	Las Cruces, NM 88005				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$1,060,000.00
2. NET CHANGE BY CHANGE ORDERS.....	\$20,291.01
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$1,080,291.01
4. TOTAL COMPLETED & STORED TO DATE.....	\$1,080,291.01

(Column G on G703)

5. RETAINAGE:

- a. % of Completed Work
(Column D + E on G703: =
- b. % of Stored Material
(Column F on G703: =

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED.....	\$1,080,291.01
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFIATES FOR PAYMENT.....	\$866,587.02
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$213,703.99
Gross Receipts Tax 7.5625%	
CURRENT PAYMENT WITH TAX	\$229,865.35

9. BALANCE TO FINISH

(Line 3 less Line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$14,474.52	
Total approved this Month	\$5,816.49	
TOTALS	\$20,291.01	\$0.00
NET CHANGES by Change Order		\$20,291.01

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 5/28/2013

McChristie Curry - Vice President

State of: New Mexico County of: Otero

Subscribed and sworn to before me this 28 day of May 2013

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER:	MDDC Development	PROJECT:	Regional Management - Tenant Improvements 1405 S. Valley Suite 700 Las Cruces, NM 88005	Application No.:	FINAL	Distribution To:	
				Period To:	4/9/2015	OWNER	☒
				Contract For:	General Construction	ARCHITECT	☐
				Contract Date:	1/1/2015	CONTRACTOR	☐
				Project No.:		FIELD	☐
				WSCI Project No.:	15002		☐

FROM CONTRACTOR: White Sands Construction, Inc.
PO Box 1745
Alamogordo, NM 88311

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM (Without Tax Included).....	\$86,140.21
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$86,140.21
4. TOTAL COMPLETED & STORED TO DATE.....	\$86,140.21

(Column G on G703)

5. RETAINAGE:

- a. % of Completed Work
(Column D + E on G703: =
- b. % of Stored Material
(Column F on G703: =

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED.....	\$86,140.21
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFIATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$86,140.21
Gross Receipts Tax 7.9375%	
CURRENT PAYMENT WITH TAX	\$92,977.59
9. BALANCE TO FINISH	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY - With Tax	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 4/9/2015

State of: New Mexico County of: Otero

Subscribed and sworn to before me this 9th day of April 2015

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



4. Quality of Proposed Design Solution, including Technical Submittals

Evaluation will consider conformance to the Project Program Requirements including functional organization, space allocation, and functional and operational requirements as reflected in site and building layout. Prequalified Candidates are to prepare conceptual drawings and plans that illustrate the architectural image of the proposed facility. These images will show site plans, conceptual floor plans, building elevations, and sections. Unique or unusual characteristics that the Prequalified Candidate is proposing shall be shown separately to clarify intent.

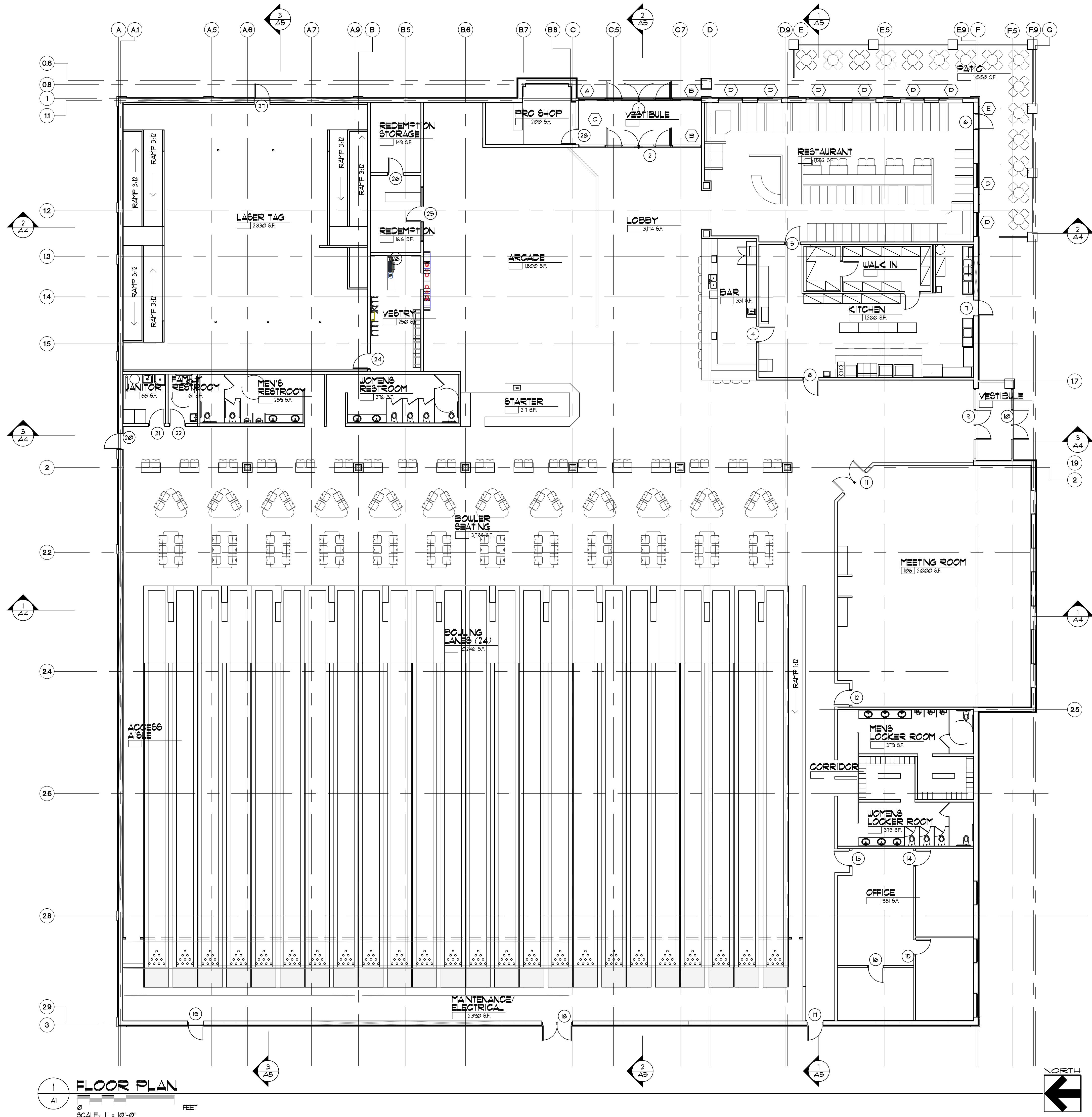
Prequalified Candidates should also provide conceptual drawings and plans for the restaurant concept being proposed for the Project. Drawings and plans should indicate layout of space, general color scheme, style of furniture, fixtures, materials to be used for flooring, walls, and lighting.

Include a copy of the proposed menu for the restaurant (food/beverage) and any associated merchandise being proposed, which includes nonalcoholic and alcoholic beverages indicating applicable portion size, suggested price, and name brands.

Provide proposed days and hours of operation for the proposed restaurant.

Design Narratives & Specifications: Please refer to Tab #1 - Preliminary Design Submittal

Conceptual Drawings & Area Tabulations (Life Safety Plan) for the Entertainment Center & Restaurant



1
A1

FLOOR PLAN

0
SCALE: 1" = 10'-0"
FEET

14-39

REVISIONS

SHEET TITLE

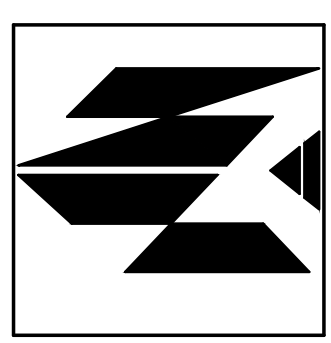
FLOOR PLAN

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

NICHOLS • NAYLOR
ARCHITECTS
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



DATE

SHEET NUMBER

A1

REVISIONS

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECT / OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

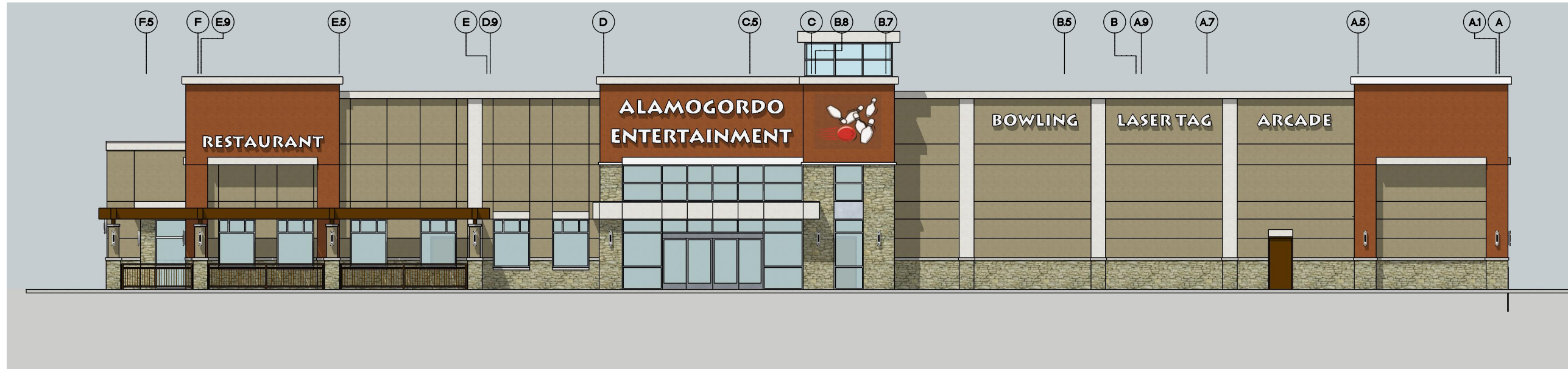
NICHOLS • NAYLOR
ARCHITECTS
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



DATE

SHEET NUMBER

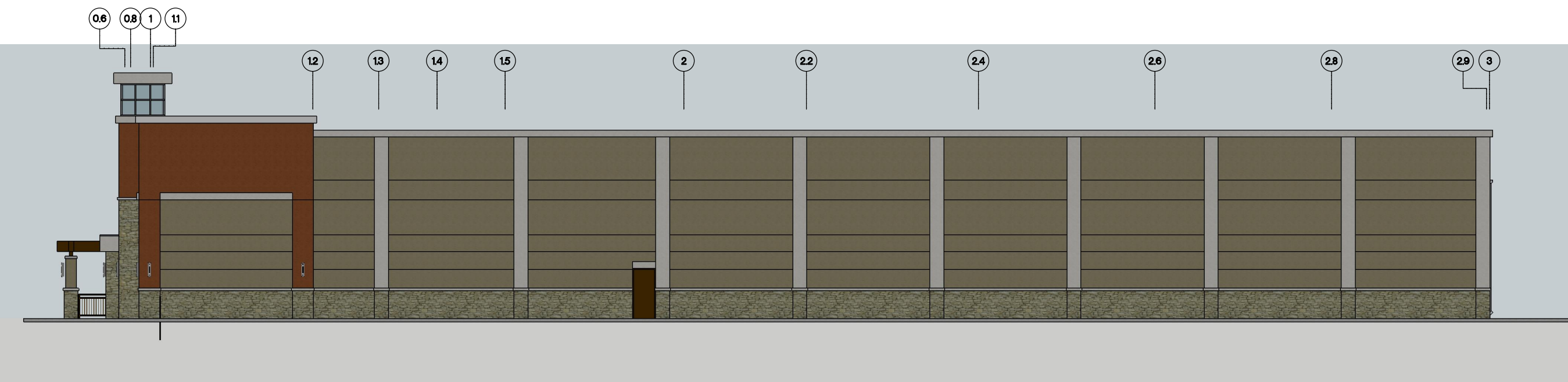
A2



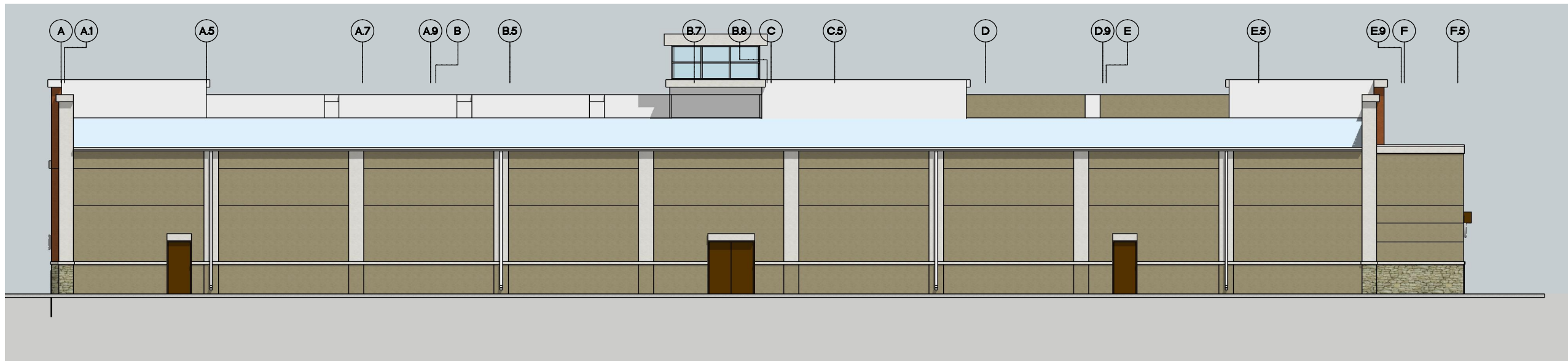
A2 :: EAST EXTERIOR ELEVATION
001 scale: 1/16"=1'-0"



A2 :: SOUTH EXTERIOR ELEVATION
002 scale: 1/8"=1'-0"



A2 :: NORTH EXTERIOR ELEVATION
003 scale: 1/16"=1'-0"



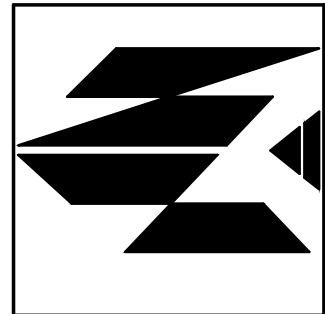
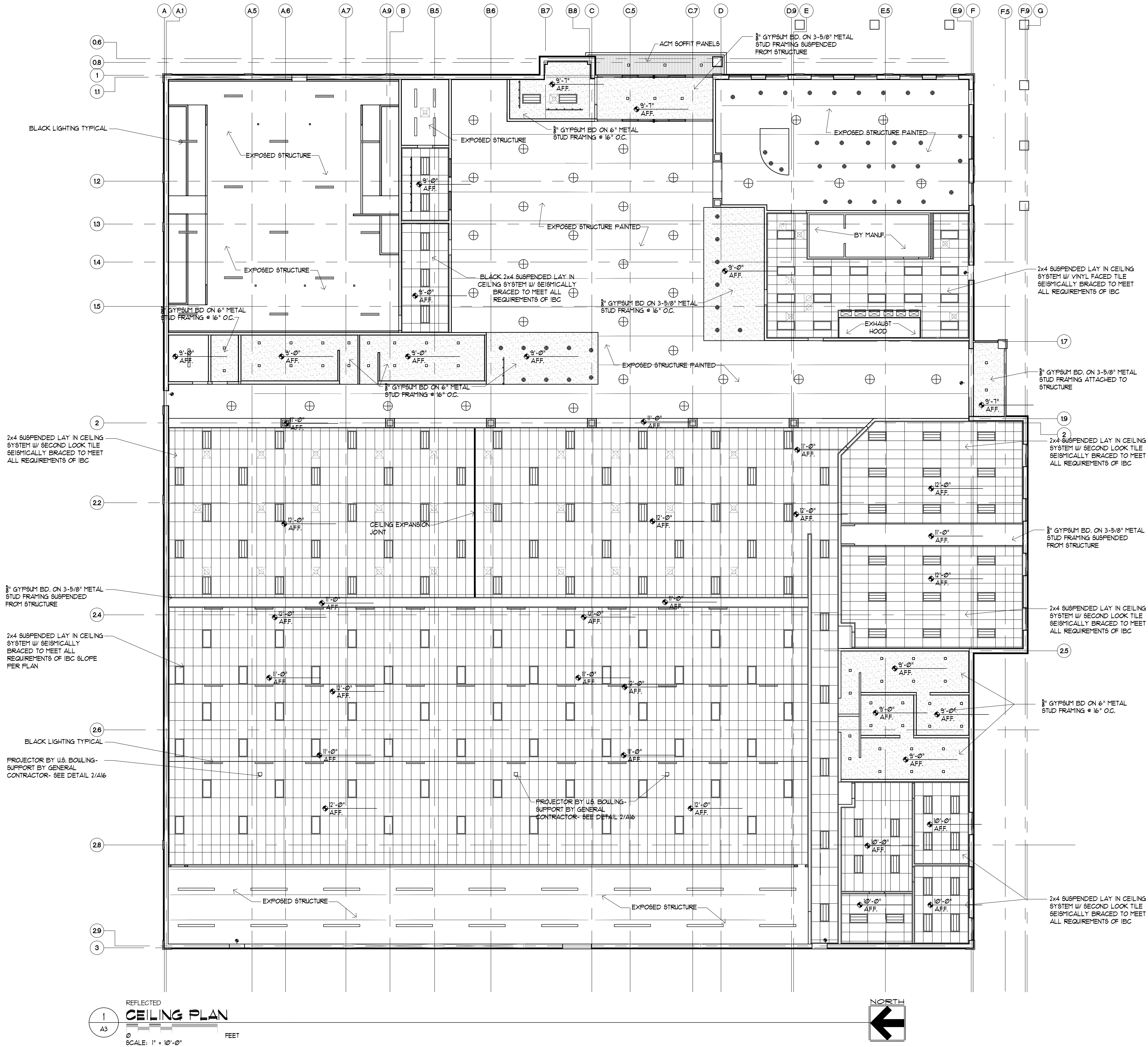
A2 :: WEST EXTERIOR ELEVATION
004 scale: 1/16"=1'-0"



A2 :: SOUTH WEST PERSPECTIVE
005 NTS



A2 :: EAST PERSPECTIVE
006 NTS



REVISIONS

SHEET TITLE

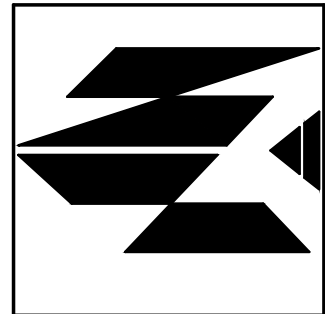
BUILDING
SECTIONS

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

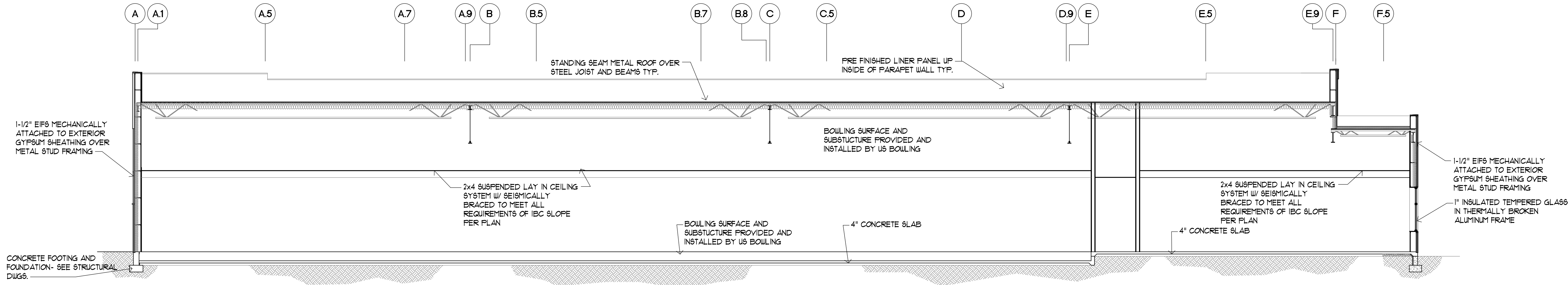
NICHOLS • NAYLOR
A R C H I T E C T S
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



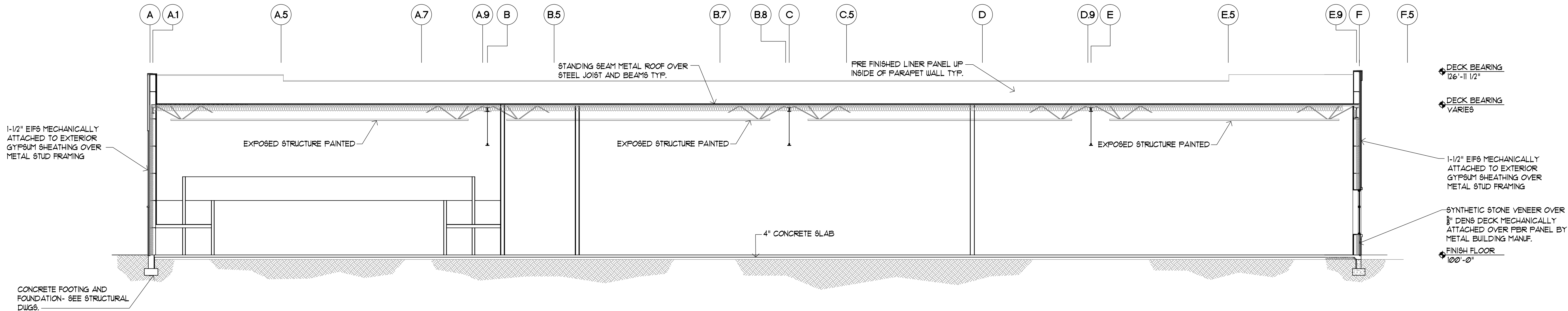
DATE

SHEET NUMBER

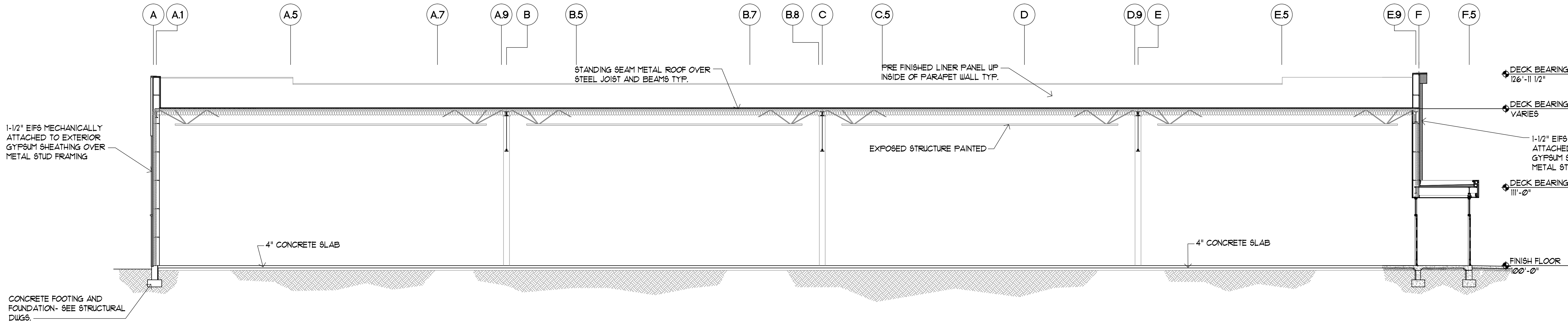
A4



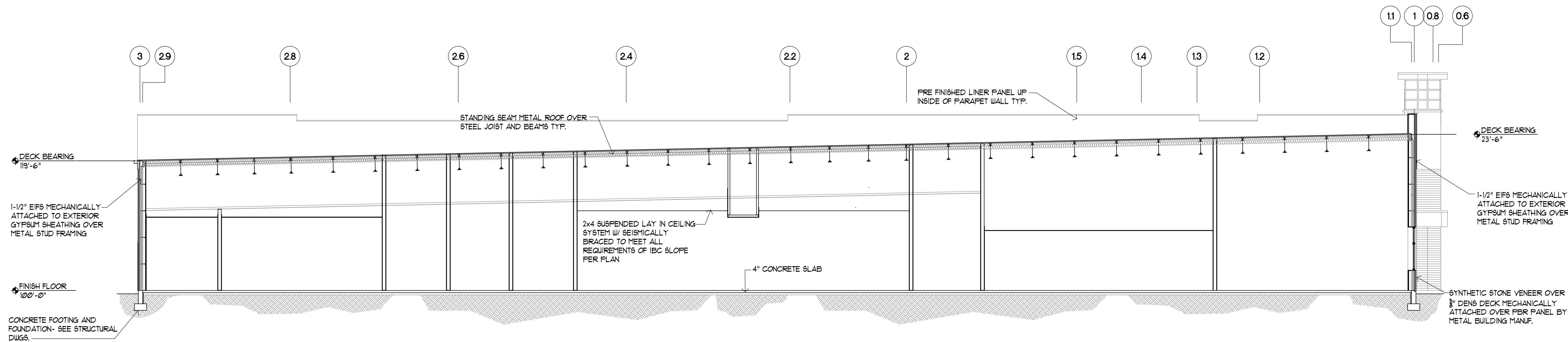
1 BUILDING SECTION
A4
SCALE: 1/8" = 1'-0"



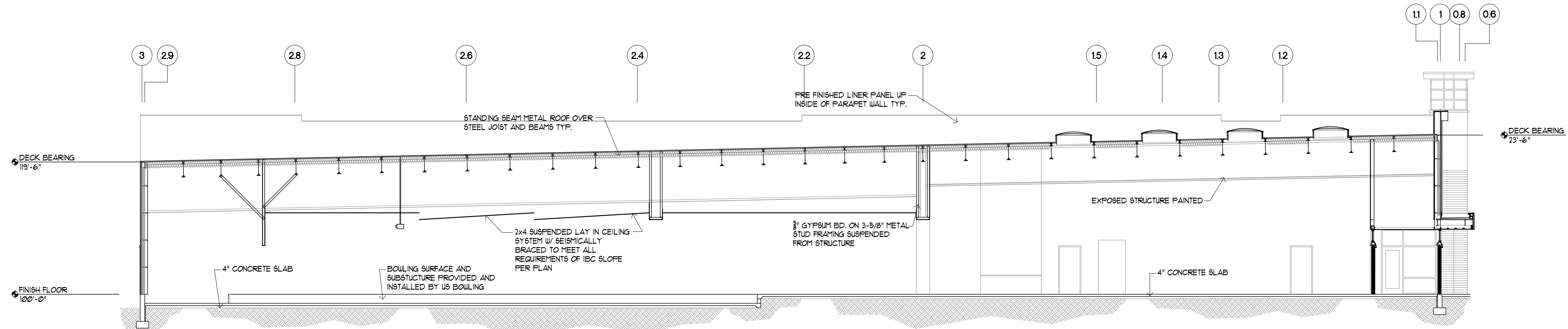
2 BUILDING SECTION
A4
SCALE: 1/8" = 1'-0"



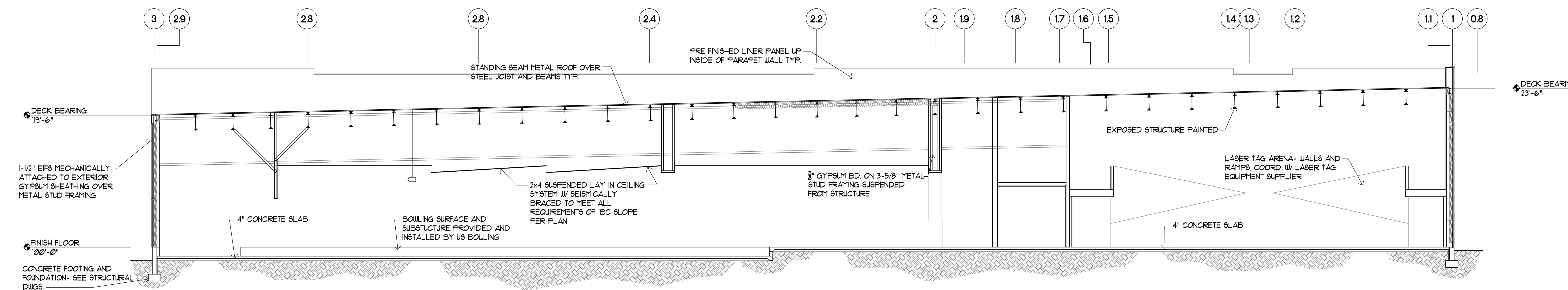
3 BUILDING SECTION
A4
SCALE: 1/8" = 1'-0"



1 BUILDING SECTION
A5
SCALE: 1/8" = 1'-0"
FEET



2 BUILDING SECTION
A5
SCALE: 1/8" = 1'-0"
FEET



3 BUILDING SECTION
A5
SCALE: 1/8" = 1'-0"
FEET

14-39

REVISIONS

SHEET TITLE

BUILDING SECTIONS

PROJECT/OWNER

ALAMOGORDO ENTERTAINMENT CENTER

ARCHITECT

NICHOLS • NAYLOR
ARCHITECTS
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330

DATE

SHEET NUMBER

A5

REVISIONS

SHEET TITLE

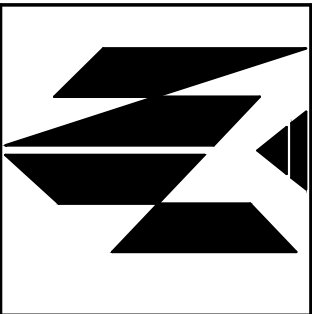
ENLARGED
RESTAURANT PLAN

PROJECT/OWNER

ALAMOGORDO
ENTERTAINMENT CENTER

ARCHITECT

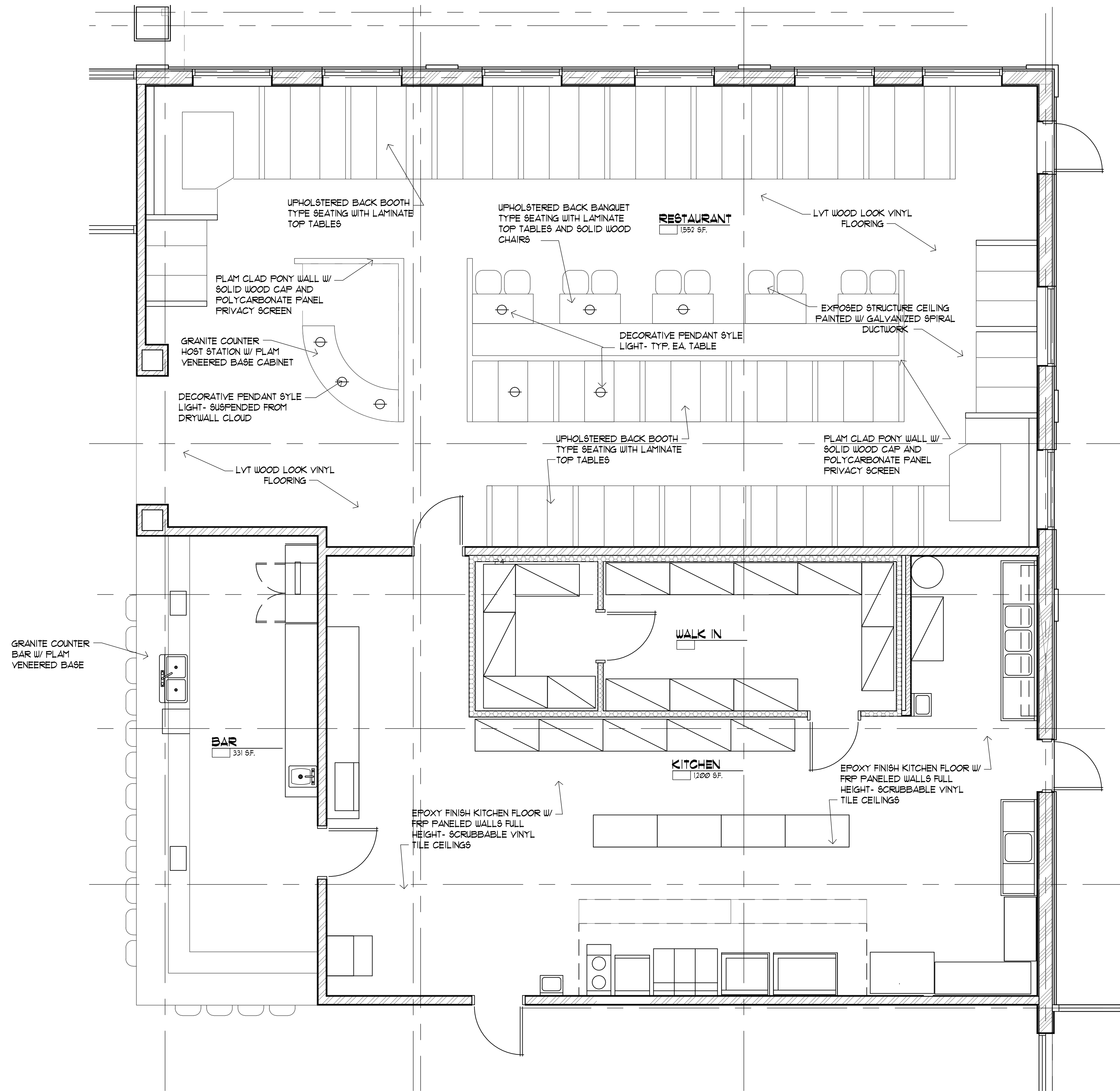
NICHOLS • NAYLOR
A R C H I T E C T S
1155 EAST WILMINGTON AVENUE SUITE 250
SALT LAKE CITY, UTAH 84106 (801) 487-3330



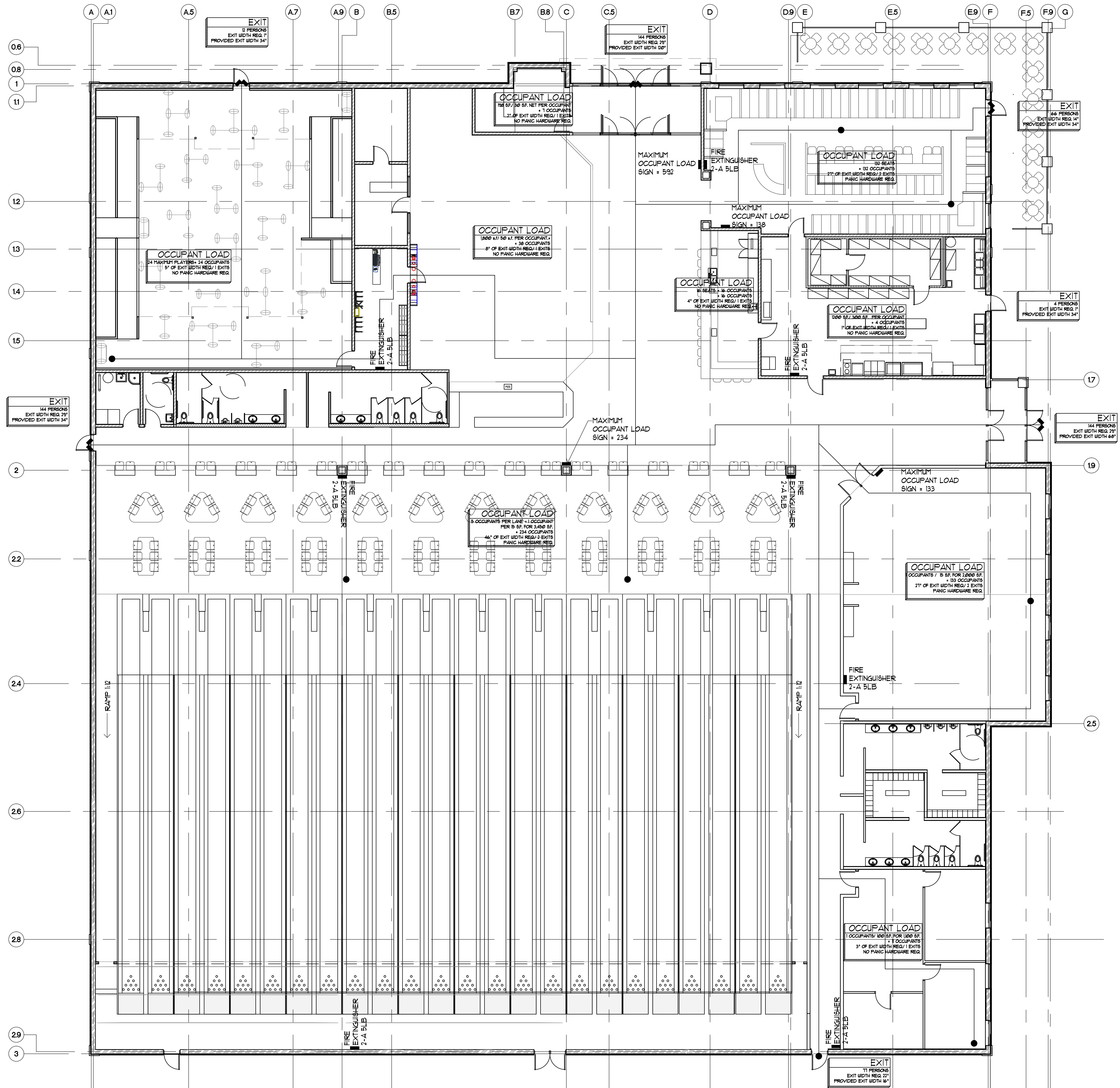
DATE

SHEET NUMBER

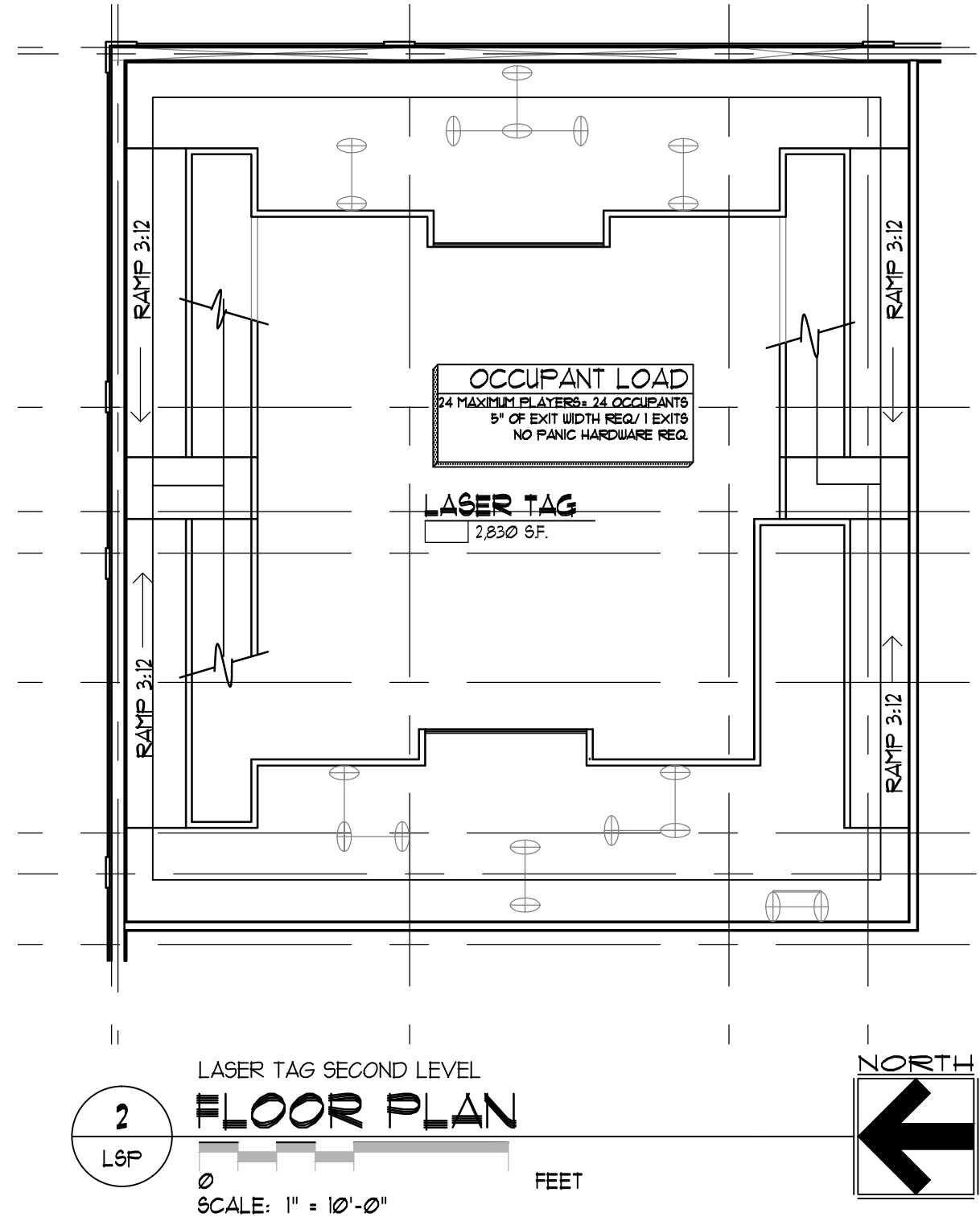
A6



ENLARGED
FLOOR PLAN
SCALE: 1/4" = 1'-0"
8 FEET



1
LSP
MAIN LEVEL
LIFE SAFETY PLAN
SCALE: 1" = 10'-0"
FEET



CODE COMPLIANCE NOTES
JURISDICTION: ALAMOGORDO, NEW MEXICO
2009 INTERNATIONAL BUILDING CODE

OCCUPANCY GROUP: A-3, A2, B MEETING/ CONFERENCE
CONSTRUCTION TYPE: III B W/ AUTOMATIC FIRE SPRINKLER SYSTEM

OCCUPANT LOAD CALCULATION- REFERENCE TABLE 1004.1.1
SEE CALCULATIONS ON LIFE SAFETY PLAN

EXIT WIDTH
SEE CALCULATIONS ON LIFE SAFETY PLAN

FIRE RESISTIVE CONSTRUCTION REQUIREMENTS
EXTERIOR WALLS TABLE 602
BUILDING ELEMENTS TABLE 601
ROOF COVERING CLASSIFICATION TABLE 1505.1

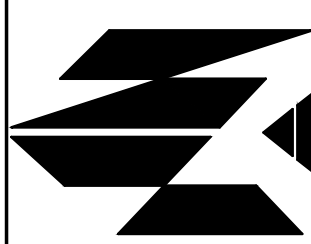
NO FIRE RESISTANCE RATING REQUIRED
NO FIRE RESISTANCE RATING REQUIRED
CLASS C (CLASS A PROVIDED)

MINIMUM PLUMBING FIXTURES PER TABLE 2902.1
A2 OCCUPANCY 592 OCCUPANTS 296 OCCUPANTS EA 9EX

WATER CLOSETS		LAVATORIES		DRINKING FOUNT.		SERVICE SINK	
MEN	WOMEN	REG.	PROV.	REG.	PROV.	REG.	PROV.
1/15	1/15	1/200	1/500	1/500	1	1	1
4	8	2 EA 9EX	4 EA 9EX	1	1	1	1

(1) FAMILY OR ASSISTED USE TOILET ROOM PROVIDED PER 1109.2.1

DEFERRED SUBMITTALS
1. FIRE SPRINKLER SUBMITTALS
2. FIRE ALARM SUBMITTALS





Proposed Menu for the Sports Grill Restaurant

APPETIZERS

Nachos - Tortilla Chips and Nacho Cheese - **\$2.95**

Nacho Supreme - Tortilla Chips, fresh salsa, nacho cheese chopped onion, olives, sour cream & guacamole - **\$7.95**

French Fries - Small - **\$2.95**; Regular - **\$3.95**; Large - **\$4.95**; Top with nacho cheese - Add **\$1.00**

Green Chile Cheese Fries - Regular size fries topped with nacho cheese and green chili - **\$5.95**

Chili Cheese Fries - Regular size fries topped with chili beans and shredded cheese - **\$5.95**

Jalapeno Cheese Poppers - Six (6) count - **\$2.95**; twelve count (12) - **\$4.95**

Beer Battered Onion Rings - **\$2.95**

SOUPS - We have beef chili with bean and two (2) soups of the day - 8 oz. serving - **\$4.95**

SALADS - choice of dressings

House - Mixed greens & croutons, choice of dressing - **\$2.95**

Garden Salad - Mixed lettuce, tomatoes, bell peppers, red onion, bacon bits, olives, shredded cheese - **\$4.95**

Caesar - Romaine lettuce, tomatoes, shaved parmesan cheese, croutons & Caesar dressing - **\$4.95**

Cobb - Romaine lettuce, diced ham, chicken, tomato, avocado, eggs, blue cheese crumbles & croutons - **\$5.95**

Dressings - Ranch, Thousand Island, Italian, Blue Cheese, Caesar, Honey Mustard, French, Raspberry Vinaigrette -
Extra \$0.50/each

BURGERS - all burgers are 1/3 pound of fresh ground Angus beef & served with fries:

Deluxe - lettuce, tomato, onion & pickles - **\$5.95**

Classic Cheese - American, Swiss, or Provolone; lettuce, tomato, onion & pickles - **\$6.95**

Santa Fe - lettuce, tomato, onion pickles & world famous Hatch chili (mild or hot) - **\$6.95**

Western - lettuce, tomato, onion, pickles, sliced bacon & our special BBQ sauce - **\$6.95**

Your Way - Deluxe burger - add mushrooms, grilled onions, jalapenos, nacho cheese, etc. - **\$0.50/each**



DELUXE DELI SANDWICHES - served with choice of coleslaw, potato or macaroni salad, & pickle:

Roast Beef - Thin sliced, piled high on sourdough bread, lettuce, tomato, mayo, mustard & horseradish - **\$6.95**

Hot Pastrami - Thin sliced, piled high on rye bread, with spicy mustard - **\$6.95**

Rueben - Thin sliced corned beef, piled high on rye bread, swiss cheese, sauerkraut, & thousand Island dressing - **\$6.95**

Turkey - Thin sliced, piled high on white or wheat bread, dressing & cranberry sauce, mayo - **\$6.95**

Ham - Thin sliced, Black Forest ham, piled high on rye bread, swiss cheese, mayo, mustard, lettuce, tomato - **\$6.95**

Philly Cheese Steak - Thin sliced, sirloin served on our special bun, sautéed onions, bell pepper & cheese sauce - **\$6.95**

HOT DOGS - Our dogs are ¼ pound, 100% beef, grilled to perfection & served on a special bun:

Regular - Plain dog, you add mustard, catsup, & onions - **\$2.95**

Chicago - Topped with tomato slices, onions, peppers, relish, pickle spear, & a dash of celery salt - **\$3.95**

Slawdog - Topped with mustard, coleslaw & onions - **\$3.95**

Chili - Topped with chili, onions, & nacho cheese - **\$3.95**

Kraut - Topped with Swiss cheese, mustard, & sauerkraut - **\$3.95**

PIZZA - Our special herb tomato sauce with three (3) cheese blend and toppings below:

Cheese - Sm. - **\$4.95**; Med. - **\$7.95**; Lg. - **\$10.95**

Pepperoni - Pepperoni - Sm. - **\$5.95**; Med. - **\$8.95**; Lg. - **\$12.95**

Green Chili - Hatch diced chili - Sm. - **\$5.95**; Med. - **\$8.95**; Lg. - **\$12.95**

Hawaiian - Canadian bacon & diced pineapple - Sm. - **\$6.95**; Med. - **\$9.95**; Lg. - **\$13.95**

Meat Lovers - Pepperoni; beef, sausage, chicken, & bacon - Sm. - **\$6.95**; Med. - **\$9.95**; Lg. - **\$13.95**

Supreme - Pepperoni, sausage, mushrooms, bell pepper, olives, & artichoke hearts - Sm. **\$6.95**; Med. - **\$9.95**; Lg. - **\$13.95**

Veggie - Sun dried tomatoes, mushroom, onion, pepper, olives, & artichoke hearts - Sm. - **\$5.95**; Med. - **\$8.95**; Lg. - **\$12.95**

WINGS & TENDERS - Served with a choice of sauces:

Wings - 6 - **\$5.95**; 12 - **\$9.95**; 13+ - **\$0.80/each**

Tenders - 3 - **\$4.95**; 6 - **\$8.95** 7+ - **\$1.45/each**



Sauces - Mild, Hot, Blazing, BBQ, Teriyaki, Honey Mustard, Orange Ginger - Extra Sauce - **\$0.50/each**

SOUTH OF THE BORDER

Regular Taco - Ground beef, cheese, tomato, lettuce, sour cream - **\$1.99**

California Taco - Ground Beef, cheese, tomato, lettuce, avocado, sour cream - **\$2.49**

Chicken Taco - Strips of grilled chicken, cheese, tomato, lettuce, sour cream - **\$2.49**

Fish Taco - Fresh strips of grilled tilapia, cheese, tomato, lettuce, sour cream - **\$2.49**

Regular Burrito - Grilled strips of beef, refried beans, rice, cheese, red chile sauce, sour cream, salsa - **\$4.95**

Chicken Burrito - Grilled chicken, refried beans, rice, cheese, red chile sauce, sour cream, salsa - **\$4.95**

Quesadilla - Three cheese blend, served with sour cream & salsa - 8" - **\$2.95**; 12" - **\$3.95**

KID'S MENU - Served with fresh cut fries, or coleslaw, potato, or macaroni salad:

Grilled Cheese - American or Swiss on white or wheat bread - **\$2.49**

Peanut Butter & Jelly - Chunky or creamy with grape or strawberry jelly on white or wheat bread - **\$2.49**

Regular Hotdog - Mustard, catsup & onions - **\$2.49**

Hamburger - 1/4pound patty, lettuce, tomato, onion, pickles - **\$2.49**

Chicken Nuggets - 6 nuggets with ranch dipping sauce - **\$2.49**

DESSERTS - **\$2.49/each**

Key Lime Pie; Red Velvet Cake; Tiramisu; Ice Cream – Vanilla or Chocolate

BEVERAGES

Fountain: Sm. - **\$1.49**; Med. - **\$1.95**; Lg. - **\$2.49**; **Pepsi**, Diet Pepsi, Cherry Pepsi, Dr. Pepper, 7-Up, Mountain Dew, Pink Lemonade, etc.

Teas: Hot, Sweet, Unsweetened, Raspberry, & Lemon

Other: **Coffee** - 8 oz., cup - **\$0.99**; **Milk** - 8 oz., glass - **\$0.99**

Beers: **Tap** - 16 oz. - **\$2.50 to \$3.50** depending on the brand; **Bottles** - 12 oz. - **\$2.00 - \$3.00** depending on brand

Mixed Drinks - **\$3.50 to \$7.50** depending on the drink and the brand of alcohol

Note: Happy Hour, generally from 5:00 P.M. to 7:00 P.M. will have discounts on selected food and beverages.



Proposed Days & Hours of Operation for the Proposed Sports Grill Restaurant

The Restaurant's days of operation will initially be as follows and adjusted after opening based upon demand.

Winter hours: September - May

Monday - Thursday: 3:00 P.M. - 9:00 P.M.

Friday: 3:00 P.M. - 10:00 P.M.

Saturday: 12:00 P.M. - 10:00 P.M.

Sunday: 12:00 P.M. - 10:00 P.M.

Summer hours: June - August

12:00 P.M. - 10:00 P.M.

12:00 P.M. - 10:00 P.M.

12:00 P.M. - 10:00 P.M.

12:00 P.M. - 10:00 P.M.

The Sports Bar would have the following days and hours of operation and adjusted after opening based upon demand:

Winter hours: September - May

Monday - Thursday: 3:00 P.M. - 11:00 P.M.

Friday: 3:00 P.M. - 12:00 A.M.

Saturday: 12:00 P.M. - 12:00 A.M.

Sunday: 12:00 P.M. - 11:00 P.M.

Summer hours: June - August

12:00 P.M. - 11:00 P.M.

12:00 P.M. - 12:00 A.M.

12:00 P.M. - 12:00 A.M.

12:00 P.M. - 11:00 P.M.



5. Quality of Construction Approach

Prequalified Candidate is to describe the quality of products (building material, elevators, etc.) that have been included as part of the proposal. This discussion shall focus on those items that will either meet the quality requirements identified in the Design/Build Performance Criteria, or exceed them. It will also include any system enhancements to reduce life cycle costs of the building, and describe sustainable design features incorporated into the project.

Nichols Naylor Architects is an architectural firm that was established in 1983. Nichols Naylor has 32 years of design experience including Entertainment Centers, Hospitality Buildings, Retail centers, and Warehouse Facilities. Our objective is to provide professional architectural services including planning, design, and management of the highest quality to clients in the intermountain area. With these years of experience as a foundation, the quality of the Alamogordo Entertainment center can be assured at all levels. The following are areas where levels of quality exceed levels outlined in the RFP:

The following outline the levels of quality in key areas of construction. These components either meet or exceed the level of quality outlined in the design build performance criteria.

04 73 00 – Manufactured Stone:

- High quality manufactured stone veneer. Provides durable finish at base of walls.
- Stone shall install as recommended by the manufacturer to provide a lasting quality installation.

06 40 23 – Interior Architectural Woodwork:

- Interior woodwork items to be high quality veneered commercial grade millwork.
- High quality commercial grade hinges, pulls, and drawer guides.
- Moldings shall be high quality maple prepared for stain and finish.
- Bathroom Countertops shall be solid surface, arguably the most durable counter top surface that money can buy.

07 24 19 – Exterior Insulation and Finish System (EIFS):

- EIFS system to utilize a liquid applied Air/moisture barrier that is superior to any paper applied weather proofing.
- Liquid applied membrane creates an extremely tight building seal allowing for a higher performance thermal envelope.

07 41 13 – Metal Roof Panels:

- Pre finished standing seam roofing system.
- Roof warranty shall be 20 years

08 14 16 – Flush Wood Doors:

- All interior doors shall be high quality solid core, quarter sliced, custom stained and varnished.

08 41 13 – Aluminum Framed Entrances and Storefronts:

- Thermally broken extruded aluminum storefront framing 2" x 4 ½" with 1" insulated glazing units.



08 42 29.23 - Sliding Automatic Entrances:

- Easy access automatic entry door system.
- Convenient for customers while also maintaining the integrity of the buildings thermal envelope.

09 30 00 – Tiling:

- Tile finishes to be high quality products.

09 51 13 – Acoustical Panel Ceilings:

- High quality ceiling tiles similar to Armstrong second look give the depth and look of a 2x2 ceiling tile system.
- Suspension system shall be Armstrong heavy duty T bar grid system.

09 65 13/09 65 19/09 68 16 – Flooring:

- Floor finishes in the lobby and common area will be stained finish concrete. Stained concrete results in a durable long lasting finish.
- The floor finish for the Video Arcade, meeting room, and offices will be several styles of carpet. The Carpet utilized will be a higher quality carpet that resists staining.
- The restaurant floor and the seating area to the rear of the bowling lanes will be finished with a wood grain luxury vinyl strip floor. LVT is a high quality resilient floor that is easily maintained and extremely durable.

09 91 13/09 91 23 – Exterior & Interior Painting:

- Paint products specified will be premium latex enamel products by Sherwin Williams.
- Multiple colors will be selected to provide color accents in different venues throughout the project.

Divisions 22/23 – Mechanical:

Basic Mechanical Materials and Methods:

- All materials will be consistent with the standard of the industry, the Mechanical and Plumbing Codes in force at the time of the construction. The installation shall be done in a first class workmanship manner to provide an economic operating system and a system which will be cost effective to maintain. Any materials or installation that does not conform to the Codes in force at the time of construction or the standard of the industry in Alamogordo will be deemed defective and will be removed and reinstalled.

Building Services Piping:

All building services piping will be in accordance with the Building Codes adopted, and enforced by the City of Alamogordo. The following materials will be used:

- Domestic Water Piping inside the building will be crosslinked polyethylene type a (PEX-a) with brass fitting specifically made for use with PEX-a piping systems. The fitting will either be expansion type or crimp type as recommended by the piping manufacturer. Installation will be in compliance with the piping manufactures installation instructions.



- Sanitary Waste and Vent Piping shall be Schedule 40 polyvinyl chloride (PVC) made for sanitary waste and vent systems. Fitting shall be PVC made for DWV applications and will have solvent weld socket type connections. All glues will be low VOC.
- UL Listing: All piping materials used in air plenums will be listed by Underwriters Laboratory as having the flame spread and smoke generation required by the Building Codes for installation in air plenums.
- IECC Compliance: All piping systems will be insulated in compliance with the IECC requirements for piping systems.

Plumbing Fixtures and Equipment:

- All plumbing fixtures including water closets, lavatories, urinals, service sinks, floor drains, and floor sinks shall be commercial grade vitreous china or cast iron. Each fixture shall bear the IAPMO seal of compliance with the requirements of IAPMO for use in commercial buildings. All fixtures will be ADA compliant when required by the ANSI standard A117.1 Accessible Building Standard.

Heating, Ventilating and Air Conditioning Equipment:

All areas of the building will be provided with heating, cooling, and ventilation by commercial grade rooftop heating and cooling equipment as follows:

- Equipment efficiency will be in excess of the minimum required by the International Energy Conservations Code 2009 Edition. Cooling equipment will have a minimum SEER 13 requirement of the IECC. The heating equipment will have a minimum 80% required by the IECC.
- Economizers: All rooftop units will be provided with fully integrated economizers that will provide cooling with outdoor air anytime the outside air temperature is below the space temperature to minimize the use of refrigerated cooling.
- Ventilation Control: All rooftop equipment will be provided with Carbon Dioxide Sensors (CO2) to modulate the ventilation flow to the minimum based on the concentration of CO2 which is a measure the number of occupants in the space. This prevents the maximum code required amount of ventilation from being delivered to the space when the occupancy is below the code defined maximum. This represents a significant energy savings.
- Controls: Each rooftop unit will be provided with a programmable thermostat with remote sensor options. The thermostat will be programed to operate in an occupied mode when the space is being used and an unoccupied mode when the space is not occupied. This control is based on a calendar function that can be set for time of day and the day of the week. When the system is in occupied mode the temperature is maintained at a temperature consistent with the requirements of the IECC for occupied periods and with the fan running continuous to provide the code required ventilation. When the system is in unoccupied mode the cooling is locked out the ventilation is closed and the fans only run to prevent the space from dropping below a minimum temperature to protect the space from freezing temperatures.

Air Distribution:

- All air distribution will be done using galvanized steel duct built in accordance with the Sheet Metal and Air Conditioning Contractors Nation Association (SMACNA) HVAC Duct Construction Standard. Dust systems will be designed in accordance with the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Handbook of



Fundamentals for low pressure ductwork. IECC Compliance: All ductwork will be insulated or lined to provide compliance with the IECC for duct systems.

Testing, Adjusting, and Balancing:

- All systems will be tested adjusted and balance by an independent NEBB or ABCC certified Test and Balancing Agency. Complete reports of the results of the test and balance will be provided for review.

Division 26 – Electrical:

Low Voltage Systems:

- Low voltage systems will be installed for a fire alarm system and a security system with a monitoring camera at the entrances and over the starter counter.

Lighting Fixtures:

Lighting fixtures will be high efficiency LED design to meet or exceed energy requirements of the 2012 IECC.



6. Management Plan for Constructing the Project

Prequalified Candidate is to provide any enhancements to the personnel and procedures identified in the Phase One Qualification Statement.

Describe how the construction will be managed, including security and safety controls, staging areas, delivery routes, crane locations and interfaces required at the site with the using agency.

Address project specific criteria, risks that have been identified by the RFP, and additional risks that the team has identified. State how those risks will be mitigated.

Address protocol to support optimization of sustainability principles.

White Sands Construction Inc.'s philosophy "The customer expects, and deserves, responsive quality service" is reflected in our approach to contract management. White Sands Construction Inc. exceeds expectations by acknowledging that each contract is unique, requiring flexibility in organizational structure and method of operation. White Sands Construction selects a highly qualified staff and provides them with the authority, support, and proven procedures necessary to effectively manage the contract; thus assuring project completion in a timely responsive manner. This freedom of operation will enable White Sands Construction Inc.'s Project Manager to meet the changing requirements of this contract, effectively manage the requirements of the contract, and to realize White Sands Construction Inc.'s basic objective - - ***Customer Satisfaction.***

White Sands Construction, and all of our qualified personnel, have worked on similar projects since the early 1990's and have completed projects of similar type for millions of dollars of construction value. White Sands Construction and its qualified subcontractors have all the ability to perform all aspects of construction for this project. All craftsmen at White Sands Construction are members of the South-West Carpenters Union, (Local 1245) therefore the owner can rest assure the highest trained and best local craftsmen available will be working on this project.

Safety Program & Training

White Sands Construction's safety policies and procedures have been developed for the protection of its employees, subcontractors, suppliers, clients, and the general public. Safety, like quality, is the result of doing things the right way.

In most cases, unsafe acts or conditions lead to accidents. It is WSCI's objective to achieve a reduction in accident frequency and severity. All employees have the responsibility to work toward the achievement of this basic objective, and to work as a team to recognize and correct unsafe conditions and prevent accidents. In many cases company safety regulations may exceed those prescribed by OSHA.

Accident prevention and industrial health are just as important to this organization as quality and production. All employees will make their best effort to provide and maintain a safe and healthy workplace, safe equipment, and proper materials. Knowledge prevents accidents, thus a required weekly review of safety precautions and expectations is performed at every jobsite.

Maintaining a safe work environment requires the full cooperation of all employees and subcontractors. The management of this company is committed to providing the proper supervision, planning, communication, and training for employees to allow them to carry out their jobs in a safe manner.

Safety Is No Accident!



WSC's Management Team and Superintendents have completed the OSHA 30-Hour Safety Course for Construction. All craftsmen (carpenters) have completed OSHA 10-Hour Safety Course through the Southwest Regional Council of Carpenters.

Weekly Tool Box Meetings are held at the site to review common mistakes which can cause accidents at the jobsite. These meetings are attended by all contractor and subcontractor personnel at the jobsite.

Items discussed at these meetings will include:

- Updates of overall project/construction progress
- Review of independent inspections
- Job Site Safety
- Quality Control
- Project Construction Details

Roles & Responsibilities of Management Team

White Sands Project/Quality Control Manager will have the overall responsibility for this project. He has the authority to approve any and all change orders. He has the authority to stop construction if needed. The On-site Superintendent/Safety Officer will report directly to the Project/Quality Control Manager. The On-site Superintendent/Safety Officer will be onsite daily through-out the construction process to assure the owner and architect a quality on-time and with-in budget project. The Project/Quality Control Manager will be onsite on a regular basis through-out the construction process, to perform his individual duties. The On-site Superintendent/Safety Officer will be the on-site leader for this project and will be responsible for the construction and safety of this project, as well as responsible for supervision and execution of all self-performed work and supervision of all subcontractors.

Responsibilities of the Site Superintendent/Safety Officer and the Quality Control Manager:

- Identify and eliminate potential incidents and occurrences
- Achieve an incident and injury free workplace
- Conform to company Safety Manual, Standards and Instructions
- Maintain accurate reporting and record keeping
- Lead by example
- Encourage and support workers to work safely and with care for the environment
- Set priorities that reinforce safe and environmentally aware activities
- Display ownership of areas under their control and assist project team members

Challenges and/or Risks on This Project

Every project has some degree of challenges or risks in them, but the team of White Sands Construction is more than qualified to handle any challenges or risks that may be present. Should any items of concern arise, we will immediately notify the Architect and/or Owner. Some of the minor foreseen challenges on Alamogordo Family Entertainment Center are:

- Coordination with the owner on the design/build process to ensure project budget and completion.
- Providing appropriate construction entrances and temporary construction fencing on the project to keep adjacent business undisturbed and property safe.



Project Office

White Sands Construction will provide a sufficient project office for the on-site superintendent and subcontractors use. Each will office will be equipped with the minimum:

- Air Conditioning and Heating
- Adequate Drinking Water
- Plan Tables and Chairs
- Conference Area and Chairs
- Fire Extinguishers

On-Site Contacts

The name and phone number for on-site person(s) responsible for compliance with the Construction Management Plan will be displayed on jobsite signs at each access point, along with notices and jobsite rules.

Grading and Erosion Control

An approved grading and erosion control plan (SWPPP) will be implemented prior to beginning site-work. A Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) will be filed. It will be the responsibility of the project manager and on-site superintendent to review drainage and erosion control measures on a bi-weekly basis and after significant rainfall events as outlined in the SWPPP. The NOI permit will be renewed if required until the stabilization is completed. White Sands Construction will be in compliance with all BMP's as per our SWPPP will be updated accordingly if changes are required.

Waste Management Plan

White Sands Construction, Inc. will provide adequate waste collection and removal for the project site. All Subcontractors will be required to clean up all construction areas at the end of the work day. White Sands Construction, Inc will have the waste containers dumped routinely when the trash meets the maximum limit.

Dust Control

It will be the responsibility of the onsite project superintendent to ensure that air quality is maintained. When natural moisture in the soil is inadequate to provide stability, dust will be minimized by the use of water trucks, sprinkler systems and/or environmentally safe tackifiers as necessary. The soil will be kept damp or crusted during non-work hours. Dust from stockpiles will be minimized by temporary sprinklers, temporary seeding or tackifiers when necessary. During severe windstorms all hauling will be halted, but dust control activities will continue.

Site Safety Plan

A site safety plan created in conjunction with the City of Alamogordo and WSCI will show the location of the construction staging and storage areas, temporary fencing, crane locations, construction parking, and a construction traffic/delivery routes. The on-site staging areas, during construction, will house our storage facilities so materials can be readily available. The City of Alamogordo and White Sands Construction will dedicate/approve the most suitable spot for storage, staging, temporary fence, crane locations and parking before construction commences. Deliveries will not be accepted during high traffic times to limit interference with adjacent businesses. All sub-contractors will be issued the approved site safety plan in their sub-contractor packets upon award and will be required to coordinate parking, storage, and all deliveries with White Sands Construction.



Experience Working With the Key Sub-Contractors Proposed For This Project

White Sands Construction has extensive experience working with the major subcontractors proposed for the Alamogordo Family Entertainment Center. As a local General Contractor, White Sands has performed an immense amount of private/public contracts in which we were able to work with the most qualified sub-contractors under each trade. While White Sands has given the local sub-contractors preference, we have experience with each sub-contractor, and selected the most qualified and technically acceptable sub-contractors for this project with budget as a consideration.

WSCI Team's Approach to Design/Build Construction Management is based on our team member's organizational knowledge and industry best practices, which have been codified into our construction management processes, procedures and systems designed to deliver predictable results. The key to our proven approach are: clear lines of authority and communication, ongoing coordination with The City of Alamogordo, and a detailed monitoring/communication plan for all construction management services.

Our management process will provide the following benefits to The City of Alamogordo:

- Emphasis on delivering efficiencies and cost savings.
- Maximizes control by providing effective management processes for health and safety, quality, cost, schedule, procurement, and regulatory requirements.
- Minimize or eliminate conflicts by discovering and remedying them during construction planning process.
- Expedite closeout through a streamlined approach that includes appropriate documentation and efficient task administration.

A successful project begins with the input and participation from the Owner. We anticipate and invite The City of Alamogordo's Representatives interaction throughout the design-build process. Weekly and/or bi-weekly meetings to capture the issues and memorialize the solutions will be something WSCI will enforce. The focus of the meetings is not to solve the technical issues of design. The focus is to document progress, drive the schedule and keep the milestone goals assigned. Meetings will address code, building and site issues, deliverable schedule, potential project obstacles and their impact on budget and schedule, progress against milestones, and budget reconciliations and alignment with schedules. Meeting decisions and outcomes will be documented by WSCI in a memo to the project staff to ensure across-the-board understanding. Teleconferences will also be held during the construction phase of the project, with the same objectives and understanding.

WSCI will take great pride in seeing the project from design to completion. Our field managers lend themselves well to the Design/Build effort by way of practical experience. Our supervisors are often times in a project management role for the project that they are assigned to so they are very familiar with the processes involved in the development of the construction project and documents. Our formal program for design build is to integrate the on-site construction team to the project prior to the 65% document stage after the project requirements have been established and before the 65% review by the owner.



WSCI's key personnel will be actively involved during the design process to effectively integrate the design and construction requirements of the contract. WSCI's involvement includes, but is not limited to actions such as:

- Integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract)
- Ensuring constructability and economy of the design
- Executing the material and equipment acquisition programs to meet critical schedules
- Effectively interfacing the construction QC program with the design QC program
- Maintain/Provide the design team with accurate, up-to-date redline and as-built documentation

All submittals, shop drawings, manuals, RFI's, and modifications will be collected by the Project Manager, who will then submit these to the design team (via email) for review, reply, and approval as applicable. This is an ongoing process that requires open and ongoing communication and documentation through-out construction, progress meetings, site visits, substantial and final walk-throughs.

Our team's experience with projects of similar size and scope to those required for this contract will ensure our successful performance. In further support of our efforts, we bring long term relationships with some of the best subcontractors in the industry. WSCI's current staff consists of over 35 construction professionals with a total of over 500 years of combined construction experience. The majority of WSCI's staff has been with the company over 15 years, and has previously managed and completed Federal, State and Local government projects.

WSCI will self-perform all on and off-site management functions. We believe the more we self-perform the more we can control safety, quality, cost and schedule. WSCI has provided an overview of our approach to successfully ensure we effectively manage safety, quality, communication, subcontractor performance and scheduling.



7. Project Schedule & Cost

Project Schedule & Sequencing

White Sands Construction Inc. uses Primavera software for their scheduling purposes. Primavera allows us to produce a realistic and efficient schedule using the latest computer software. With input from both the Superintendent and the Subcontractors, WSCI constantly maintains and updates their schedules, not only in the office but also in the field. With the most current information, updating and maintenance of our schedule, White Sands Construction is able to produce a quality and efficient project with completion on time.

White Sands Construction Inc. uses a construction schedule on every project to produce a project in a timely manner. White Sands Construction will be able to create bar charts to satisfy the City of Alamogordo at their request. Using a construction schedule of this manner will help White Sands Construction and the owner avoid obstacles that may delay the project. The construction schedule White Sands produces will show the activities that are on the critical path and how they will affect the project if any delays or shortages are encountered.

WSCI will use our personal knowledge, organizational skills, and experience to provide a complete project, on schedule and within budget. Construction will immediately start after mobilization. Project Management and Subcontractors input will be used to update the construction schedule constantly. This insures schedule compliance, and assurance to the owner and architect they receive a quality, on schedule project.

White Sands Construction will approach the Alamogordo Family Entertainment Center with the understanding for the surrounding occupants and traffic patterns along with the determination to deliver a quality on-time, ahead of schedule, and within budget project. The Alamogordo Family Entertainment Center will require close teamwork with all participants including White Sands Construction, Inc., Nichols, Naylor Architects, Inc., City of Alamogordo, and each qualified subcontractor selected for this project. This will allow White Sands Construction to achieve the desired schedule and produce the quality on-time and within budget project the owner is wanting. White Sands Construction understands the 365 day construction schedule for the Alamogordo Family Entertainment Center and has the experience and ability to perform the construction and design within this timeline.

See Attached Milestone Schedule reflecting WSCI's approach to design and construction of this project.

Description	Rem Dur	Early Start	Early Finish	Total Float	2016												2017																						
					UN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG																				
Design	118 *	06/28/16	09/30/16	0																																			
Approval to Award	0	06/28/16		16d																																			
Contract Awarded	0	07/11/16 *		0																																			
Notice to Proceed	0	07/25/16 *		0																																			
City Comments on Design Technical Component	6	07/25/16	07/29/16	0																																			
Preliminary Design Submittal	29	07/29/16	08/22/16	0																																			
City Comments on Preliminary Design	6	08/22/16	08/26/16	0																																			
Contract Documents Design Submittal	29	08/26/16	09/19/16	0																																			
City Comments on Contract Documents Design	7	09/19/16	09/24/16	0																																			
Submit for Building Permit	14	09/19/16	09/30/16	0																																			
Building Permit Received	0		09/30/16	0																																			
Site-work	366 *	09/19/16	07/08/17	0																																			
Apply for NOI (SWPPP)	0	09/19/16	09/19/16	0																																			
Temp Fence & BMP's for SWPPP	9	09/19/16	09/26/16	0																																			
Prep Building Pad	18	09/26/16	10/10/16	0																																			
Site Grading	35	10/10/16	11/07/16	0																																			
Plumbing Utilities with-in 5' of Building	63	11/07/16	12/28/16	0																																			
Electrical Utilities with-in 5' of Building	63	11/07/16	12/28/16	0																																			
Electrical Site-work R/I	63	11/07/16	12/28/16	0																																			
Final Grading & Subgrade Prep	26	12/28/16	01/17/17	0																																			
Site Concrete	175	01/17/17	06/06/17	0																																			
CMU Dumpster Enclosure	7	06/06/17	06/12/17	14d																																			
Base Course & Asphalt	21	06/06/17	06/23/17	0																																			
Electrical Site-work Trim-out	19	06/23/17	07/08/17	0																																			
Landscaping	19	06/23/17	07/08/17	0																																			
Asphalt Striping & Signage	19	06/23/17	07/08/17	0																																			
Building	360 *	10/10/16	07/25/17	0																																			
Start Building Construction	0	10/10/16		0																																			
Prep & Pour Footings/Stem Walls	26	10/10/16	10/31/16	0																																			
U.G. R/I of M.E.P.	21	10/31/16	11/17/16	0																																			
Prep & Pour Slab on Grade	14	11/17/16	11/28/16	0																																			
Structural Steel Erection	26	11/28/16	12/19/16	0																																			
Ceilings R/I - HVAC	84	12/19/16	02/24/17	35d																																			
Ceilings R/I - Fire Protection	84	12/19/16	02/24/17	35d																																			
Framing & Furring	32	12/19/16	01/13/17	0																																			
Walls & Ceilings R/I - Plumbing	84	01/13/17	03/22/17	0																																			
Walls & Ceilings R/I - Electrical	84	01/13/17	03/22/17	0																																			
Dry-in Roofs	26	12/19/16	01/09/17	0																																			
Exterior Windows/Door Install	28	12/19/16	01/10/17	88d																																			
Interior Wall insulation	3	03/22/17	03/24/17	0																																			
Drywall Including TBT	42	03/24/17	04/27/17	0																																			
Start date	06/28/16	Building Tomorrows Future Today... CONSTRUCTION INC.																White Sands Construction, Inc. Alamogordo Entertainment Center																Early bar Progress bar Critical bar Summary bar Progress point Critical point Summary point Start milestone point Finish milestone point					
Must finish date	07/25/17																																						
Data date	06/28/16																																						
Company name	White Sands Construction, Inc.																																						
Project title	Alamogordo Entertainment Center																																						
Number/Version	RFP 2015-006																																						



Completed & Signed Fee Proposal Form (Exhibit B)

AMENDED EXHIBIT B

AMENDED FEE PROPOSAL AMENDED No. 2015-006-(2) Alamogordo Family Entertainment Center Project

The Design/Build Contractor hereby submits to the City of Alamogordo, New Mexico, for the construction of the Project this Fee Proposal.

Professional Services			Fee
1.0	Architect		\$210,252.00
2.0	Engineers		Included in Architect Fee
	2.1	Civil Engineer	Included in Architect Fee
	2.2	Structural Engineer	Included in Architect Fee
	2.3	Plumbing Engineer	Included in Architect Fee
	2.4	Mechanical Engineer	Included in Architect Fee
	2.5	Electrical Engineer	Included in Architect Fee
3.0	Surveyor		\$8,661.00
4.0	Specialty Consultants		Included in Architect Fee
	4.1	Kitchen	Included in Architect Fee
	4.2	Bowling System	Included in Architect Fee
Professional Services Total			\$218,913.00

Construction Masterformat	Cost
Division 1 - General Requirements w/ Supervision	\$111,015.00
Division 2 - Earthwork, Paving, & Landscaping	\$410,263.00
Division 3 - Site & Building Concrete	\$429,788.00
Division 4 - Stone Veneer & Dumpster Enclosure	\$73,623.00
Division 5 - Metals Incl. Light Gauge Framing & Standing Seam Roof	\$1,084,280.00
Division 6 - Rough & Finish Carpentry	\$103,219.00
Division 7 - Thermal & Moisture Protection	\$39,453.00
Division 8 - Openings	\$85,485.00
Division 9 - Drywall, Acoustic Ceilings, Stucco, Painting, & Flooring	\$359,707.00
Division 10 - Specialties	\$71,507.00
Division 11 * - Equipment	\$1,329,343.00
Division 12 * - Furnishings	All included in Division 11 * - Equipment

Division 13 - Special Construction	N/A
Division 14 - Conveying Equipment	N/A
Division 15 - Plumbing, HVAC, Utilities, & Fire Suppression	\$691,021.00
Division 16 - Electrical	\$343,253.00
Construction Total	\$5,142,601.00

* Any equipment or furnishings not included in the Fee Proposal should be listed below.

Miscellaneous and Indirect Costs	Cost
Electrical Power for Facility - PNM Costs	\$21,653.00
Materials Testing - (Soil, Concrete, Asphalt)	\$15,158.00
Building Permit	\$9,744.00
Builders Risk Insurance	\$6,496.00
Payment & Performance Bonds - GC	\$57,190.00
Miscellaneous Total	\$110,241.00

FEE PROPOSAL

Professional Services Total	\$218,913.00
Construction Total	\$5,131,957.00
Miscellaneous Total	\$110,241.00
New Mexico Gross Receipts Tax @ 8%	\$436,888.88
Fee Proposal Total	\$5,897,999.88

FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: White Sands Construction, Inc.

Business Address: 1700 10th Street
Alamogordo, NM 88310

Name: McChristie Curry

Signed:

Title: Vice President

Dated: June 14, 2016



Omitted Equipment or Furnishings

Description	Estimated Cost	Comment
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
Total Omitted Equipment or Furnishings Estimated Cost		N/A



**Design, Build, Operate, & Maintain |
Alamogordo Family Entertainment Center**
The City of Alamogordo | **AMENDED** RFP #2015-006

ATTENTION:

Barbara Pyeatt, Chief Procurement Officer

PURCHASING OFFICE:

The City of Alamogordo
2600 N. Florida
Alamogordo, NM 88310

SUBMITTED BY:



American Family Entertainment Centers, LLC

William G. Kellen, Managing Member

Office Address 1554 W. Highway 191 (P.O. Box 606)

Phone: (801) 209-3446

bkellen@wyoming.com

D'Place Entertainment, LLC

Damon Rubio, Managing Member

Office Address 354 Rimhurst Ct. Oceanside, CA. 92058

Phone: (760) 889-2591

DRubio@DPlaceEntertainment.com

Operate/Maintain (Lease) Proposal



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• D'Place Entertainment - Statement of Qualifications	
• Resume of William G. Kellen	
• Resume of Damon Rubio	

Disclosure of Proposal Data

“The information specifically identified on all pages of this proposal constitutes trade secrets or confidential commercial and financial information in which the offeror believes to be exempt from disclosure under the freedom of information act. The offeror requests that this information not be used in whole or in part by the City of Alamogordo for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of this proposal, the City shall have the right to use this information to the extent provided in the contract.”





1. Letter of Introduction

To: City of Alamogordo Purchasing Officer

From: American Family Entertainment Centers, LLC & D'Place Entertainment, LLC

Subject: Letter of Introduction / Family Entertainment Center (Amended RFP #2015-006-(2))

American Family Entertainment Centers, LLC, ("AFEC") a Wyoming Limited Liability Company, in association with D'Place Entertainment, LLC, ("DPE") a California Limited Liability Company, is pleased to provide our response to the City of Alamogordo's ("City") Request for Proposal ("RFP"), for the Operate/Maintain (Lease) portion of the Turnkey Design, Build, Operate and Maintain of the "Alamogordo Family Entertainment Center", Amended RFP #2015-006, in conjunction with White Sands Construction Company, due Tuesday, June 14, 2016, before 3:00 P.M. MT

AFEC and DPE understand the nature of Operating and Managing Family Entertainment Centers; having participated in the construction and management of over five (5) FEC's and currently participating in the development of an additional nine (9) proposed FEC's.

The following individuals are authorized to contractually obligate AFEC/DPE for this RFP:

- William G. Kellen, Managing Member – bkellen@wyoming.com; Phone: (801) 209-3446
- Damon Rubio, Managing Member – drubio@dplaceentertainment.com; (760) 889-2591

The persons to contact for clarification questions and negotiations regarding this RFP for AFEC/DPE are:

- William G. Kellen, Managing Member – bkellen@wyoming.com;
- Damon Rubio, Managing Member – drubio@dplaceentertainment.com;

William G. Kellen, Managing Member

Damon Rubio, Managing Member





2. Management/Operating Plan

Provide a management structure and staffing plan, describing the proposed management structure, including on-site and off-site management and support;

AFEC and DPE will be responsible for the overall management of the FEC. A General Manager will be responsible for the day to day operations of the FEC and will report directly to the Management of AFEC and DPE. Assistant Managers will be responsible for designated areas of the FEC (Bowling, Laser Tag/Arcade and Restaurant) and will report directly to the General Manager. Regular visits to the FEC by AFEC and DPE management will be made to assure that the FEC is meeting its goals. AFEC and DPE also incorporate a system that can remotely monitor all the activities within the FEC in real time. Staffing of the FEC will be on an “as needed” basis. All employees are cross trained so that they can handle any task required.

Both AFEC and DPE strive to create the kind of corporate culture that mirrors the type Disney or Southwest Airlines are known for. We work hard to create a fun and friendly environment under very strict guidelines, which include rules of conduct; policies against harassment and a dress code.

Because we are in the entertainment business, our cast of employees are encouraged to have fun and support the enjoyment of the guest as creatively as possible. Like Disney, we refer to our patrons as **Guests** and our staff as the **Cast**. This helps us to communicate an important philosophy to our team about the role in creating a memorable entertainment experience to the guests they serve.

Team work and responsibility are also traits we develop in our cast. We believe that allowing members of the team to share ideas and help create solutions for the many challenges they will face, will make for a more invested workforce and helps to keep moral high.

We know from years of hands on experience, if our cast of employees are happy with the way they are respected and treated and if they understand and believe in the goals they are being asked to achieve, then they will be in a stronger position to take care of our guests the way we expect. In addition, making sure the cast and management have the tools and resources to do their jobs and are empowered to solve problems quickly are also key elements to creating a successful working environment.

Provide an explanation of the proposed staffing strategy;

Staffing levels are driven by the attendance on the hour of any given day and the time of year. We cross-train staff members so that they can work in any venue within the FEC, greatly improving the efficiency of the FEC and further reducing the number and cost of staff members necessary for proper operation. It also provides greater flexibility for staffing assignments and for when employee emergencies or sickness occur. Initially, upon opening, the FEC will be overstaffed as a training tool and until such time that it is determine what the weekly guest volume is and the necessary staff to effectively meet the guest’s needs.





Address a proposed schedule for assuming responsibility for operation and maintenance;

AFEC and DPE, if awarded the contract will work closely with the Design/Build team and the equipment suppliers to assure a complete turnkey project ready to open upon the issuance of a Certificate of Completion by the City.

Approximately 45 days prior to the completion of the FEC, we will begin advertising for and taking Applications for Employment; interviewing potential employees; and putting the cast together that will run the FEC. Training of the selected cast will begin 30 days prior to opening so that we are ready to open and assume responsibility for its operation and maintenance.

AFEC and DPE have over the years established manuals for the operation and management of FEC's. These include Employees Manuals, Sports Grill/Restaurant Server Guidelines, Equipment Inspection and Maintenance Guidelines, Check off Lists and related forms. These are utilized to streamline operations and assure proper and regular maintenance of equipment to keep repair costs at a minimum.

Discuss staffing levels and proposed periods and hours of operation;

As discussed above, initially the FEC will be overstaffed to meet the demand of guests. Upon opening there are always a large number of guests. However, after a few months there will be a drop off and leveling of attendance as the newness wears off. Set forth below, is what we believe staffing levels and periods of operations of service will be a few months after opening:

PROPOSED STAFFING LEVELS OF THE FEC

The staffing levels set forth below are after the FEC has opened and attendance has leveled:

FEC – Overall operations: General Manager (1) Assistant Manager (4)

Bowling Venue: Main Control Center (4) Master Technician (1) Maintenance Technician (2)

Laser Tag and Arcade: Attraction Attendant (5)

Party Room(s): Party Hosts (4)

Other: Janitorial (2) Security (3)

Sports Grill/Restaurant: Line Cook (4) Servers (8) Runners (3) Dishwasher (2) Bartender (4)





PROPOSED DAYS & HOURS OF OPERATION FOR THE PROPOSED SPORTS GRILL RESTAURANT

The Restaurant's days of operation will initially be as follows and adjusted after opening based upon demand.

Winter hours: September - May	Summer hours: June - August
Monday - Thursday: 3:00 P.M. - 9:00 P.M.	12:00 P.M. - 10:00 P.M.
Friday: 3:00 P.M. - 10:00 P.M.	12:00 P.M. - 10:00 P.M.
Saturday: 12:00 P.M. - 10:00 P.M.	12:00 P.M. - 10:00 P.M.
Sunday: 12:00 P.M. - 10:00 P.M.	12:00 P.M. - 10:00 P.M.

The Sports Bar would have the following days and hours of operation and adjusted after opening based upon demand:

Winter hours: September - May	Summer hours: June - August
Monday - Thursday: 3:00 P.M. - 11:00 P.M.	12:00 P.M. - 11:00 P.M.
Friday: 3:00 P.M. - 12:00 A.M.	12:00 P.M. - 12:00 A.M.
Saturday: 12:00 P.M. - 12:00 A.M.	12:00 P.M. - 12:00 A.M.
Sunday: 12:00 P.M. - 11:00 P.M.	12:00 P.M. - 11:00 P.M.

Identify strategy of marketing the facility;

The importance of properly marketing a facility cannot be understated. Marketing is not about giving away product for free. It is about connecting with a target audience and educating them about what you have to offer and why they should spend their valuable leisure time and discretionary dollars at our establishment.

Much of our marketing is done at the local level. For most locations, we recommend a dedicated person to facilitate and oversee the local marketing program. The facility General Manager will have an allocated monthly budget for advertising and marketing of the FEC that will be used in conjunction with the resources and direction from the main office.

Advertising will utilize a multitude of platforms from traditional media like radio, TV, and newspapers to targeted media like direct mail and magazines and of course online media; such as email and yelp, and social media via Facebook, twitter and Instagram.





Marketing of the FEC will also be achieved by working with other local retail merchants to do cross promotions that benefit both businesses. The goal is to keep the FEC in front of potential guests at all times.

Special promotions and coupons for food and entertainment will be another element of the marketing plan. The promotions and coupons will vary depending upon the time of year and will be at the discretion of management. We will also maintain a web presence which will provide bowling schedules for both league and open play; restaurant/bar specials and upcoming events at the FEC.

Set forth below is a rough outline and example of a more detailed marketing plan that we would develop and refine to be implemented during the pre-opening and post opening phases of the FEC.

Pre-Opening:

- News Media/Print: Promote the FEC via regional newspapers, cable stations and public radio, informing the public about the FEC and the entertainment venues therein; have renderings of the floor plan and elevations; Advertising by placing fliers with/in local businesses; and advertising with local community groups.
- Press Releases: On an ongoing basis to tell the public of the FEC's progress.
- Invitation: To local reporters to come and see the FEC.
- Signage: Signage on the construction property describing the construction.
- Social Media: Give the residents the opportunity to register their e-mail, Facebook page and/or Twitter account in exchange for a free promotion coupon upon opening and a Rewards Card.

Post-Opening:

- News Media/Print: Have local newspaper reporters and cable stations at the Grand Opening; Have discount coupons in the newspaper for patrons to introduce them to the FEC;
- Cross-Promotions: Work with local retailers to develop cross-promotions.
- Motels: Have brochures in each room about the FEC and discount coupons for their patrons.
- Sales Campaigns:
 - o Promote Family, Single Parent and Senior nights out, with discounts;
 - o Continue the social Media programs;
 - o Have slow night discounts depending on venue;





- Special Day Promotions: Have special promotions on – New Years; St. Patrick’s Day; April Fools; Father and Mothers Days; Armed Forces Day; Memorial Day; July 4th; Labor Day; Halloween; Thanksgiving; and Christmas.
- Charity Works: Holiday Food Drives for the Needy; Kicking Cancer; Community Fund Raisers for worthy causes.
- Packages: Create packages that will attract groups to the FEC – Birthday Parties; Corporate Outings; Organization Fund Raisers; Churches; Boy and Girl Scouts.
- Tournaments: Hold tournaments that will draw bowlers from across the state and out of state, to not only generate income for the FEC, but for other community businesses (motels, restaurants, etc.).
- Social Media: There will a concerted effort to obtain the e-mail, Facebook, twitter, etc., so that the FEC can be in touch at all times with the of patrons to the FEC, to make them aware of special venue and restaurant pricing and activities

Provide a Statement why you should be selected and what differentiates you from the others.

Having a well formulated plan is a key element to being able to achieve success. The combined knowledge and knowhow of our combined companies (in excess of over 30 years) allows us to not only create a realistic plan that can actually be implemented, but our extensive experience also allows us to understand what challenges lay ahead, making us more prepared to face them head on. The following are some quick summaries of how our companies distinguish themselves from our competitors and can add value to the different tasks associated with operating and managing an FEC.

Recruitment, Staffing, Training and Development:

Building and maintaining the right team is always the first step. We look for outgoing people who can interact with our guests and who can be taught to understand the value of providing a great guest service and exceeding our guests expectations. The use of technology allows us to find great employees where they are today, online. With the entire application process managed online we can quickly identify the best potential candidates. Once recruited, we have training and development programs that will help the cast bring their best performance to the job.

AFEC and DPE are Equal Opportunity Employers and we recognize the important responsibility to provide opportunities and special consideration to members of the community which we serve.

Quality of the Experience:

We recognize that every decision we make and every action our team takes can affect the quality of the entertainment experience. That is why it is so important to properly vet new technology, policies, procedures, and programs to understand the positive impact or challenges they bring to the experience.





It is this commitment to maintaining the quality of the entertainment experience that sets us apart from our competitors.

Vendor and Supplier Relations:

Our longstanding relationships with some of the key vendors and suppliers serving the bowling, arcade and food industries bring unmeasured value to the operation. This helps us to access competitive pricing and special marketing incentives not always available to the stand-alone operator. Because of strong relationships with our vendors, we also are often provided opportunities to be the first to market with new technology and product offerings that allow us to provide a more fulfilling entertainment experience that differentiate us from our competitors.

Technology Deployment:

We stay current with the trends and advancements in all of the areas that serve the different business units. The ability to deploy modern and helpful technology that improves the guest experience or the ability for the cast to perform their duties more efficiently, is just another of the ways we outperform many of our competitors who often are rooted in legacy systems or old ways of thinking.

Staffing Strategy:

We recognize that payroll is one of our largest controllable expenses. As such, casting levels are driven by the attendance on the hour of any given day and the time of year. Cross training of cast members so that they can work any venue within the FEC when needed greatly improves the efficiency of the FEC and further reduces the number and cost of cast members necessary for proper FEC operation. It also provides greater flexibility for casting assignments when employee emergencies or sickness occur. Initially, upon opening, the FEC will be overstaffed as a training tool, and until such time that it is determined what the weekly guest volume is and the amount of necessary cast to effectively meet the guests' needs.

Guest Service:

The concept of delivering great guest service and exceeding the guest's expectations are constantly reinforced with our cast, who are trained and empowered to solve guest concerns. From simple tools like teaching them the 10ft rule, to incorporating personalized greetings at the bowling counter, laser tag arena, arcade redemption counter, to the hostess and wait persons in the restaurant/bar, we take every opportunity to create positive interactions with our guests to make sure they leave our facility having had a positive experience.

Quality Control:

Quality control is of primary concern, with strict quality control guidelines that cover everything from FEC cleanliness, cast and guest interactions, to building and equipment maintenance. Our Management team works hard to maintain these quality control standards at all times. Monthly spot checks by upper AFEC and DPE management assure that this takes place. Guests are invited to report any unpleasant





experience at the FEC to the manager and/or to AFEC/DPE headquarters, which will be immediately investigated. A system of performance and peer reviews will help maintain and promote a quality experience at the FEC.

Marketing:

We understand the value of marketing to educate guests about our offerings and draw them to our location. In addition to the use of traditional marketing tools like radio, TV and print, we also leverage more modern methods of social media marketing and grass roots local marketing to go after specific demographics we wish to draw to the FEC.

Partnership Marketing:

In addition to paid marketing we deploy a strategy of working with other local and key establishments to co-market the FEC and brand to their guests while providing them reciprocal marketing benefits. Many of these kinds of effective marketing programs are low cost and high impact, but best of all they usually create long lasting relationships that strengthen our brand value and identity within the market area.

Community Engagement:

The cast at the FEC understand what it means to serve a market and not just our paying guests. Involvement in the larger community through charitable works and donations and supporting local schools, charities, churches and trade organizations is just another way we extend our brand into the community and do some real good at the same time. As part of this philosophy, management and employees are encouraged to become involved in the community by joining community service organizations or to volunteer their time to worthwhile community causes.

Guest Loyalty:

Recognizing and rewarding our most loyal guests makes good business sense, but unlike many of our competitors who merely offer rewards programs because their competitors do, we actually offer the program to help train guest behaviors. Our program rewards our guests every time they preform specific actions that we would prefer them to do such as bringing in a bowling group, birthday party or laser tag group. It is this kind of loyalty program that generates real value to the operation. The amount of analytics we can apply to the data we collect from reward members allows us to use target marketing and provide guests a better overall entertainment experience.

Loss Control / Accounting:

We deploy state of the art POS systems that provide accurate accounting of revenues within the various venues within the facility. These systems provide a means of inventory control of both salable and non-saleable goods. Benchmarks and metrics are set up within the systems and monitored daily providing multiple warnings that alert upper management should any of these operations require unscheduled attention. Such indicators allow us to prevent loss through theft, inaction or mismanagement.





From a cash management perspective (since the FEC is primarily a cash business) daily receipts are compared to the technology generated activity reports for accuracy. Any discrepancies are dealt with immediately.

Auditors from AFEC/DPE will make frequent visits to the facility to ensure that policies and procedures are properly followed and that data is not being compromised or tinkered with.

Our accounting procedures include controls on procurement that streamline the approval process for paying vendors without bypassing important checks and balances that sometimes can slow down the ability to pay bills in a timely manner.

Safety and Security:

Making sure our guests feel safe and secure at our facilities is a large part of the overall experience, especially the youth who come to be with their peers. Therefore, we like our facilities to have numerous security cameras in place to monitor all vital areas of the building and parking lot. These various cameras function very much like bank cameras, recording activity and re-recording, if no security instances take place. In addition, all cameras can be viewed by AFEC/DPE upper management through a secure web interface.

During periods of heavy use, FEC security can be increased by hiring local security guards, off duty police officers or retired teachers to assist management to keep security visible as a deterrent. We like to make sure AED's are available at our sites and that members of our team are trained to respond for minor medical emergencies.

Revenue Enhancement:

We are constantly looking for additional opportunities to generate revenue from our centers that do not negatively impact the guest experience. We believe that finding all the small revenue streams like leveraging our loyalty card data (minus the personal information) to school rewards programs and special meal nights at the restaurant/bar are important ways of increasing overall revenue.

Oversight and Guidance:

Based upon our experience in operating and maintaining FEC's, we have established manuals for the operation and maintenance of the FEC. These include an Employee's Manual; Restaurant Server Guidelines; Equipment Inspection Guidelines; and Maintenance Guidelines and Forms. These are tools that help streamline operations and assure proper and regular maintenance of the FEC's building and equipment.

Regular oversight visits and daily communication with the on site management cast through company channels allows us to be informed about the day to day operations and any challenges our team may face. It also allows us to follow up on how effective the many solutions we implement are. An audit and account team at our main office will provide the important check and balance for reporting and information provided from the site.





Reporting and Communication:

Operations at the FEC will be very well defined and reviewed on a daily, weekly and monthly basis by management. In addition, we will provide monthly reports to the City that show income, expenses and other key metric measurements, that will help everyone better understand the performance of the FEC and if it is on track to meet budgeted goals and sales benchmarks.

One of our primary functions is to listen and understand the needs and goals of our clients. We work closely with clients to help them understand the information the reports show and to craft effective plans that will accomplish the goals and execute the vision that ownership expects of us.

In addition to the above, we also put emphasis and focus on these specific areas of operation. Our ability to deliver value and performance in these important areas of the operation can help make the difference between failure and success of an operation.

Attraction Operations:

We have over thirty (30) years of combined experience in operations of multi venue FEC's with different attractions such as bowling, cinema, food and beverage, redemption gaming, laser tag, miniature golf, roller skate, bar and night clubs.

Bowling Relationships:

We have strong relationships with all the major bowling equipment suppliers – U.S. Bowling; Brunswick; AMF.

Bowling Tournaments:

In addition to income from league play we are able to create tournaments with prize purses that help draw guests from a wide area to the FEC and can even lead to sponsorship opportunities and charitable tie-ins. We can also work with the schools to establish bowling scholarships.

Event Creation:

Our team understands the value of creating in-house events that serve the larger community and draw guest to the facility. A schedule of continual events can be a strong traffic driver that leads to increased sales.

Group Sales:

The opportunities to provide space, entertainment, birthday parties, corporate events, school reward programs, and other groups in the area is a huge revenue source that can create additional traffic and revenue during off peak hours. All of our venues incorporate a dedicated person to help build, curate and manage this side of the business.





3. Business/Financial Plan

Provide a business plan identifying expected revenues along with operation and maintenance expenses; Provide a financial plan which demonstrates revenues will be sufficient to sustain operation and maintenance costs without the need for a subsidy from the City;

Alamogordo Family Entertainment Center – Business Plan

Executive Summary

The Alamogordo Family Entertainment Center (“FEC”) provides a new concept in the entertainment field for the citizens of Alamogordo and the surrounding area. It is aimed specifically at the dramatic need for quality entertainment in this area of New Mexico. By combining bowling alleys, party/meeting room(s), arcades, laser tag, and sports grill/restaurant into one single multi-purpose building, the (“FEC”) can cost effectively provide first class entertainment to the residents of Alamogordo and the surrounding area. A unique building design that provides for facilities expansion as the community grows, cross trained employees and the purchasing power of multiple facilities allows the FEC to deliver a state of the art bowling alley with automatic scoring and bumpers and all the “bells and whistles” that make bowling one of America’s favorite pastimes; a game room with current arcade attractions providing fun for children and adults; a laser tag arena; party/meeting room(s) and a sports grill/restaurant to make the FEC building an instant hit within a community. A place to “hang out”; a place to take your family; a place to enjoy bowling; and more, without driving to the “big city”. A place to organize community events.

The concept is also designed and developed to keep the discretionary spending of the non-metro resident within its own community. Now, rather than driving to a metropolitan area to enjoy state of the art bowling lanes and arcades (spending money buying food, gas, clothes, etc.) the residents of small to mid-sized communities can enjoy all the same attractions in a smoke free, family environment right in their own community, and keep these entertainment dollars in the community to benefit the community and its local retail merchants.

To make this all happen, the City of Alamogordo will engage a team of experts and consultants who understand the balance between development cost and revenue potential, real estate development, corporate finance, and the broad range of the entertainment venues to be included in the FEC center. The secret to the FEC’s success will be the development of a FEC that meets the community’s needs, without overbuilding, where the facility can compete with similar metro facilities.

Our Market: Our primary market comprises the City of Alamogordo and those residents living within a 40 minute drive of the FEC. The U.S. Census and other data, estimates that the population is approximately 60,000 persons.

Business Objectives: The City’s goal is to bring first class family entertainment to the Alamogordo area and keep the entertainment dollars that are presently leaving the area for the benefit of the other retail merchants and to create a number of jobs in the community.





Competitive Forces: There is no similar project in the area that would compete with the FEC. Alamogordo has no bowling alley, arcades, laser tag, party/meeting rooms or sports grill/restaurant of the type contemplated for the FEC. However, there is a modern 24 lane bowling alley at Holloman AFB, 10 miles southwest of the City which could present some competition to the FEC.

Marketing and Sales: It is believed that marketing will be almost a non-issue! A majority of the City Council and the citizens of Alamogordo have expressed their desire to have a bowling entertainment center located there and were willing to pass a bond issue to provide for its construction. Once the FEC is built the residents will readily attend the FEC and bowling leagues will quickly form around the new lanes and the kids will readily find a place that they can go to for fun and companionship with their peers. As in other communities that have established FEC's, the FEC will become the focal point for family fun and entertainment in Alamogordo.

Key Management: The City proposes to retain consultants familiar with FEC's, to assist it in the design; construction management; equipment selection and installation; the hiring of personnel; and the day to day management of the FEC's upon its completion.

Funding Requirement: The City has allocated \$5,900,000, through a bond issue for the construction of the FEC.

Industry Trends and Analysis

Market Overview: There is no FEC in the immediate area combining bowling, arcades, laser tag, party/meeting rooms and a sports grill/restaurant in the same complex. As of the drafting of this document, none of the major bowling equipment manufacturers are investing in the smaller rural markets. Their reason is that it is just as easy to run a large multiple lane bowling center as it is for a small bowling center.

These new models for FEC's have proven to be a successful business model and they are being built in almost every state of the United States today.

Relevant Market Size: The market for the proposed center is estimated to be approximately 60,000 persons and constitutes those persons living within a 40 minute drive time of the Center and visitors to Alamogordo. A market of this size should support the proposed FEC.

Bowling: Bowling is a \$6 billion industry in the United States. In terms of participation, bowling is the most-popular participation sports activity in the United States according to American Sports Data, Inc. Data from the Sporting Goods Manufacturing Association indicates that over 70 million Americans participated in bowling in 2013. Typically, a surrounding population equal to at least 2,000 – 3,000 people per lane (within a 15 minute drive) will support a bowling operation, with an estimated 6,000 to 10,000 games/lane played thereon. The fastest growing bowling market segments continue to be seniors and youths, with the youth market responding to the incorporation of such features as "bumper bowling" and "cosmic bowling", also known as glow-in-the-dark bowling. Bowling is also a "cash" industry, requiring little working capital and minimal inventories. Based upon the population with the market area, the area should support between 16 to 24 lanes, if the Holloman lanes are not in play. The





air base is now more difficult to access for bowling which will help the FEC, however the very low cost per game (\$2.00 - \$2.50) may keep the Holloman residents on base for bowling.

Arcades, Laser Tag, Sports Grill/Restaurant, Party Rooms, etc.: These venues compliment the FEC and create additional holding times for the patrons visiting the FEC and the opportunity to generate additional income for the FEC. In general, it is estimated that based upon the area's population that \$112,500 will be spent in the arcade; \$175,000 will be spent on Laser Tag; and \$450,000 at the Sports Grill/Restaurant.

Recreational Spending in General: In the Alamogordo Trade Area, 40 minute drive of Alamogordo, spending by households on Entertainment and Recreation was estimated to be in excess of \$2,300 in 2014 according to the U.S. Bureau of Labor Statistics. This would equate to over \$58,880,000.

Competitive Analysis

Alamogordo presently has no bowling alley, adult or children's arcades, laser tag, party/meeting room(s) or sports grill/restaurant. The nearest bowling alley is on the Holloman AFB ten (10) miles to the southwest. These facilities are modern and might be some competition.

Bowling leagues once established are historically very loyal unless a better facility is built in the area. Once area residents become accustomed to the total family entertainment environment of bowling, arcades, laser tag, party/meeting room(s) and sports grill/restaurant, any competition would also have to provide the same amenities to compete in the market and few if any could do so profitably once the FEC has been established in Alamogordo.

Finally, should a competitor wish to enter this market, the opportunities to do so outside the Alamogordo market are almost endless. It would make little sense to compete in the Alamogordo market when there are countless other small markets a competitor could have to themselves.

Marketing Plan

Please see the Marketing Plan previously set forth herein.

Operations

Operations at the FEC will be very well defined and reviewed on a monthly basis by AFEC's/DPE's management. Management of the Center will include, but not be limited to, the following functions:

- All financial reporting and budgeting;
- Management hiring and training of staff;
- Equipment purchasing, parts warehousing and repairs of equipment;
- Building scheduled maintenance;
- Technology development and support;



- Gaming and arcade contracts and management;
- Constant quality control and concept improvement;
- Local marketing (to weekly/monthly plan);
- Local promotions with area retailers;
- Bowling league and private party development;
- Food service management and required replenishment.

Supporting this division of responsibilities, is a management information and tracking system that gathers all bowling, sports bar/restaurant, concession, arcade and other activity. The system tracks asset management and equipment maintenance. The system also provides the required personnel support for ethical hiring practices, scheduling, and staff incentives and bonuses. All these applications are monitored daily with multiple alerts and warnings to alert management should any of the operations require unscheduled attention. Each venue has basic performance metrics based upon the seasonality of the area and nearby attractions. Any deviance from these metrics (up or down) provides cause for either special praise and incentives, or additional training in daily activities until metrics are maintained.

Quality control is of primary concern with strict quality control guidelines that cover everything from facility cleanliness, patron's safety and security; to staff-patron interactions. The General Manager is expected to maintain these quality standards at all times. Monthly spot checks by AFEC/DPE representatives will assure that this takes place. Patrons are invited to report any unpleasant experience to management and/or AFEC/DPE headquarters which will be investigated immediately. A system of performance and peer reviews will help maintain a quality experience at the Center.

In any facility that is frequented by teenagers and remains open quite late in the evening, security is a major concern. The Center will have numerous security cameras in place to monitor all areas of the building and parking lot. These various cameras function very much like bank cameras recording activity and re-recording if no security instances take place. In addition, all cameras can be viewed by AFEC/DPE management through a secure web interface. During periods of heavy use, building security will be increased by hiring local security guards, off duty police officers, or retired teachers (most who know the areas young folks) to assist the facility management in keeping the security visible as a deterrent. From a cash management perspective (since this is a cash business) daily receipts are compared to the technology generated activity reports for accuracy. Any discrepancies will be dealt with immediately. AFEC/DPE will maintain a "no tolerance" policy for money or product theft.

Supply and distribution will be managed by AFEC/DPE, bowling products and required supplies for the FEC will be tracked through forms, copies of which will be submitted to representatives of the City as a part of the monthly operations accounting from management.

Staff training is critical in the operation of any entertainment center. The majority of the AFEC's/DPE's workforce will be of a transient population, as the majority of the employees are part time employees and generally paid minimum wage rates. Therefore, training is a constant issue. AFEC/DPE will provide detailed training for general staff and managers alike. Records are kept to assure that proper and timely training is actually taking place.





Community Involvement and Social Responsibility

In operating the FEC, AFEC/DPE intends that its staff participate actively in the Alamogordo community. Each month, the general manager will be required to document the effort and hours, that has been spent in community focused activities by themselves and their staff. The Management team will be encouraged to do the following:

- Staff participation in major local charity functions and events;
- General Manager be a member of the Chamber of Commerce;
- Contributions of movie passes and bowling time to worthy causes that cannot afford to pay;
- The support of local food bank with donations and promotions;
- Monthly “family days” with special free incentives for families;
- The offering of special discounts for underprivileged single parents who need an activity for their children during work hours;
- The promotion of area family focused activities through its web site bulletin board and free links to worthy family focused sites;
- The hiring of individuals who consistently demonstrate a commitment to family values. .

AFEC/DPE will also establish certain management policies that support social responsibility. The total facility NO SMOKING policy will encourage families of all ages to enjoy the facility. AFEC/DPE will maintain a no drinking policy (except during certain pre-defined functions and only in established areas of the FEC) to encourage families to set the proper role models for younger children. AFEC/DPE will also aggressively enforce a no-tolerance policy toward drug or alcohol use by employees or patrons.

The Financials

The FEC has multiple sources of revenue. The following data defines these sources and presents current expectations in each category as a foundation for its projected pro-forma’s.

Bowling Income: Statistical data from the Bowling Proprietor’s Association of America (“BPAA” – Fourth Edition, 2015) indicate that bowling centers nationally, average 6,773 games/lane/year. Based upon this data and the state of the art bowling at the FEC, and taking into consideration the competition at Holloman AFB, we believe that lineage at the EC will be 5,100 games/lane/year. It is believed that each lane will generate \$22,500 per year (\$4.41/game) in income or \$540,000. The Feasibility Study prepared for the City by Trifecta Management Group estimated bowling income at \$666,700.

Arcade Income: Data from other FEC’s indicate that the population within the defined market area will spend an average of \$3.75 per person per year on arcade games. Of this amount ½ is divided with the arcade vendor, who supplies the games at no cost to the FEC. We believe this will generate \$112,500 per year.





Laser Tag Income: Data from a leading laser tag vendor, Laser Runner, and based upon 300 facilities, indicate that the average number of games played in a standard 2,600 S.F. arena, is approximately 4,600 games per month. With an estimated game price of \$5.00 per game, the FEC would generate approximately \$23,000/month or \$276,000 per year. This data conforms to data of the International Laser Tag Association, which indicates that the average 3,000 S.F. arena in the United States generates \$280,000 per year. Because this is a new market we estimate that this venue will generate \$175,000.

Note: The Trifecta Management Group study estimated video gaming at \$445,100, as compared to our estimated income for Arcade, Laser Tag and Party Income at \$334,300.

Sports Grill/Restaurant Income: Historical data from other FEC operations indicate that the Sports Grill/Restaurant will generate approximately \$10.00 per person within the defined market area, or \$450,000 per year, based upon 75% of the population. The Trifecta Management Group estimated income of \$889,100

Birthday Party Income: Historical data from other FEC operations indicate that a family entertainment center will generate approximately 4 birthday parties per week, per 25,000 market area population, with an average spend of \$125 per party. We therefore estimate that the FEC will generate birthday party income of approximately \$4,300 per month or \$51,600 per year. We used a base population of 50,000.

Advertising: Historical data from other FEC operations indicate that advertising within a center will generate approximately \$25.00 per week per advertisement in the FEC. It is estimated that approximately 24 advertising spots will be available to advertisers at the FEC. This will generate an estimated \$2,600 per month to the Center or \$31,200 per year.

Other Miscellaneous Income: Based upon other FEC operations, additional income will be generated from ATM sales, vending machine sales, school outings to the FEC and yearly school graduation parties. This additional income is estimated at \$22,500 per year.





Five (5) Year Pro-Forma

	<u>Years</u>				
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>INCOME</u>					
Bowling	\$ 540,000	\$ 543,000	\$ 546,000	\$ 549,000	\$ 552,000
Arcade	\$ 112,500	\$ 113,100	\$ 113,700	\$ 114,400	\$ 115,000
Laser Tag	\$ 175,000	\$ 176,000	\$ 177,000	\$ 178,000	\$ 178,900
Sports Grill/Restaurant	\$ 450,000	\$ 452,500	\$ 455,000	\$ 457,500	\$ 460,000
Birthday Party	\$ 51,600	\$ 51,900	\$ 52,200	\$ 52,500	\$ 52,700
Advertising	\$ 31,200	\$ 31,400	\$ 31,600	\$ 31,700	\$ 31,900
Miscellaneous	<u>\$ 22,500</u>	<u>\$ 22,600</u>	<u>\$ 22,700</u>	<u>\$ 22,900</u>	<u>\$ 23,000</u>
TOTAL INCOME	\$1,382,800	\$1,390,500	\$1,398,200	\$1,406,000	\$1,413,500
<u>COST OF GOODS</u>					
Arcade	\$ 28,100	\$ 28,300	\$ 28,400	\$ 28,600	\$ 28,700
Sports Grill/Restaurant	\$ 157,500	\$ 158,400	\$ 159,200	\$ 160,100	\$ 161,000
Sales Tax	\$ 110,600	\$ 111,200	\$ 111,900	\$ 112,500	\$ 113,100
Miscellaneous	<u>\$ 12,000</u>	<u>\$ 12,100</u>	<u>\$ 12,100</u>	<u>\$ 12,200</u>	<u>\$ 12,200</u>
TOTAL COG's	\$ 308,200	\$ 310,000	\$ 311,600	\$ 313,400	\$ 315,000
GROSS PROFIT	\$1,074,600	\$1,080,500	\$1,086,600	\$1,092,600	\$1,098,500
<u>EXPENSES</u>					
Accounting	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Advertising	\$ 30,000	\$ 24,000	\$ 18,000	\$ 12,000	\$ 12,000
Bank Service Charge	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Credit Card Fees	\$ 34,600	\$ 34,800	\$ 35,000	\$ 35,200	\$ 35,300
Dues & Subscriptions	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500





Licenses & Permits	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Management Fee	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Payroll	\$ 248,900	\$ 250,300	\$ 251,700	\$ 253,100	\$ 254,400
Payroll Tax	\$ 52,300	\$ 52,600	\$ 52,900	\$ 53,200	\$ 53,400
Postage & Delivery	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600

INSURANCE

a. Liability	\$ 16,000	\$ 24,700	\$ 25,400	\$ 26,200	\$ 26,900
b. Worker's Comp.	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,100	\$ 5,100

REPAIRS & MAINTENANCE

Equipment	\$ 12,000	\$ 12,000	\$ 12,000	\$ 15,000	\$ 18,000
Building	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,000	\$ 10,000

OTHER EXPENSES

Supplies	\$ 15,000	\$ 16,000	\$ 17,000	\$ 18,000	\$ 19,000
Travel	\$ 18,000	\$ 15,000	\$ 12,000	\$ 12,000	\$ 12,000
Utilities	\$ 76,800	\$ 79,100	\$ 81,500	\$ 83,900	\$ 86,400
Miscellaneous	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Contingency	<u>\$ 50,000</u>	<u>\$ 30,000</u>	<u>\$ 15,000</u>	<u>\$ 10,000</u>	<u>\$ 5,000</u>

<u>TOTAL EXPENSE</u>	\$ 707,900	\$ 692,800	\$ 656,800	\$ 652,000	\$ 680,800
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<u>NET INCOME</u>	\$ 366,700	\$ 387,700	\$ 429,800	\$ 440,600	\$ 417,700
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Note: Based upon ESRI population data showing population increase of 0.55% per year.



Discuss bowling and other service rates; the price list for concession items and alcohol; and distribution of revenues from proposed areas;

Proposed Bowling Rates:

Weekdays: 3:00 P.M. – 6:00 P.M. - \$3.50/game 6:00 P.M. – Close - \$4.00/game

Weekend: \$3.50/game

Hourly Lane Rental: \$25.00/lane 2+ hours - \$20.00/lane

League/Senior Bowler: 3:00 P.M. – 6:00 P.M. – \$2.75/game 6:00 P.M. – Close - \$3.00/game

Cosmic Bowling: Friday & Saturday - 9:00 P.M. – 12:00 P.M. - \$6.00 (includes shoes)

Shoe Rental: \$2.00

Laser Tag Rates:

\$6.50/mission \$11.00/2 mission's \$15.00/3 mission's \$4.50/mission (4+ missions')

Arcade:

Rates range from \$0.50 - \$0.75 depending on the Arcade Unit.

Sports Grill/Restaurant:

Please see menu provided in the Tab 4

Party Rooms: (Includes Tables and Chairs)

Room Rental Only: Single Room -\$30.00/hour; Double Room - \$50.00/hour

Birthday Party Packages:

Each package includes – 2 hour room rental; 3 large pizzas; 3 pitchers of soda; attendant to assist; Party setup of table cloths, plates, napkins and cutlery.

Package 1: \$175.00 – includes 12 arcade tokens per guest, 2 hours bowling & 1 laser tag missions/guest

Package 2: \$250.00 – includes 24 tokens per guest, 2 hours of bowling & 2 laser tag missions/guest

Each package is based upon the guest of honor and 10 guests. Each additional guest for package 1 is \$13.00; and each additional guest for package 2 is \$17.50.

Additional Birthday Party Packages, including cake and ice cream can be arranged.

Distribution of Revenues from Proposed Areas:

It is anticipated that the revenues from each area will be: Bowling - \$540,000; Laser Tag - \$175,000; Arcade - \$112,500; Sports Grill/Restaurant - \$450,000; Party Rooms – \$51,600; other - \$53,700 for total gross revenue of \$1,382,800.





Expenditures must clearly reflect projected payments to the City and show year-by-year projections for the proposed term;

AFEC and DPE's five (5) year Pro-Forma indicates that the FEC will be profitable. In addition thereto, the Feasibility Study prepared for the City by Trifecta Management Group also indicated that the FEC would be profitable. However, we have not reflected projected payments to the City, as we have not had any negotiations with the City regarding a payment. We believe, however, that there are sufficient net profits to reach a reasonable payment with the City.

Submit documentation of current financial capacity to manage and operate the facility and proof, to the satisfaction of the City, included audited financial statements and letters from bankers, that candidate has sufficient financial capacity to cover any annual operating shortfall/loss related to the project.

AFEC and DPE are management companies and do not have audited financial statements or letters from bankers. However, we have a good credit history with our equipment supplies and food service providers. Neither company has gone bankrupt since inception.

Discuss any financial contribution the Candidate is willing to contribute to the project.

AFEC and DPE will provide the funding necessary to open the FEC, initial cast salaries and concession items, at an estimated cost of \$75,000 - \$100,000.

4. Lease Payments

Proposal shall include a stated commitment of annual lease payments to the City in the form of a minimum guaranteed rent and/or percentage of gross revenues.

AFEC and DPE are committed to making annual lease payments to the City in the form of a guaranteed rent or a percentage of the gross revenues or a base monthly rent and a percentage of the net profits in the event that the Design/Build team of White Sands Construction Company is selected.

John Strand
Governmental Consulting
1001 Dona Ana Rd SE
Deming, New Mexico 88030

November 18, 2009

To Whom It May Concern:

This letter is written in support of American Family Entertainment Centers and Bill Kellen. I have known of AFEC and Bill Kellen for several years as the City of Deming and Luna County decided to join forces and attempt to bring a movie theater and bowling alley back to Deming. Initially, we had a difficult time convincing the larger operators to invest in a market of our size. When our County Manager met Bill Kellen at a bowling convention he convinced him to visit Deming and see if an Entertainment Center would be a viable option.

After the first visit Mr. Kellen informed us that the Center would work in Deming as he could design the Center around our county's demographics. Next we struggled with how to finance the Center and as building costs rose the county suggested asking the citizens to support a local bond issue to finance the Center. The bond election passed 2 to 1 and we had the money to build. The county then asked for proposals and we quickly discovered that AFEC were one of the few that understood the design and operation of a joint center. After visiting a few of AFEC's it was decided to use them to design the facility and then operate it for the County.

During this process I retired from the City and was hired by the County as an inspector liaison between the AFEC, the contractor and Luna County. I did view two of AFEC's centers and was impressed with the centers and their operations.

AFEC is responsible for bringing a first class entertainment center to our area. We are very pleased to have them operate this center and in my judgment I do believe that everyone in the area is proud of our family entertainment center and would not have it any other way. I would encourage any further inquiry. Phone: 575-546-4052

Sincerely,



John Strand

October 4, 2011

Mr. Rohit Ranchhod
Hospitality Management, Inc.
8799 White Peacock Way
Elk Grove, California 95624

Re: Letter of Recommendation, AFEC, William Kellen

Dear Mr. Ranchhod:

Mr. Kellen of AFEC has undertaken two assignments for Luna County, NM. The first was his development of the Luna County Entertainment Center. Mr. Kellen brought together the vendors and the contractors to build and equip the Center. That project went exceptionally well and the Center opened for business in June of 2009. At that time Luna County had decided not to employ Mr. Kellen as operator of the facility and instead chose Starmax Entertainment Group. I joined Luna County as County Manager in May of 2009, and was present through the completion of construction, final inspection, and Luna County's acquisition of the property from Mr. Kellen as provided in our development contract.

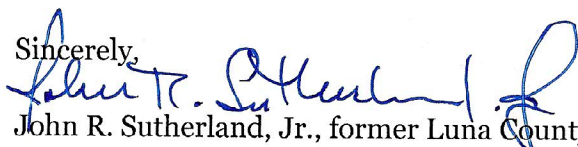
After approximately a year-and-a-half of operation it became apparent that the choice of Starmax as operator was a mistake and the County issued a Request for Proposals from interested parties to replace Starmax. Through that process Mr. Kellen was chosen to replace Starmax as operator. I worked with Mr. Kellen throughout the RFP and selection process, negotiated with him an operating lease (a change in the County's relationship with the operator), and managed the transfer of the operation from Starmax to Mr. Kellen. I also had the opportunity to work with Mr. Kellen for the first few months of operations.

I have worked with Mr. Kellen enough over the course of the last two-plus years to unequivocally recommend Mr. Kellen to you. I have found him to be more than competent, honest to a fault, effective as both a development project manager and an operations manager, and highly dedicated to the success of his development partner (Luna County, in this case). Mr. Kellen is a true gentleman. His manner of doing business harkens back to an earlier era when a man's word was his bond, and a handshake was more important than all the writing you could put on paper. He is intelligent, quick and has a nice sense of humor; in other words a pleasure to do business with.

I cannot close without also remarking on the fact that when the County finally hired Mr. Kellen as operator of the facility some months ago he immediately established a nearly permanent residence in the City of Deming to ensure that he could be on-site almost 100% of the time. His commitment has resulted in a dramatic turn-around in the operations of the business, finally turning the business profitable after 24 months of losses.

I recommend Mr. Kellen with confidence, knowing that his performance for you will reflect well on me.

Sincerely,



John R. Sutherland, Jr., former Luna County Manager

Kent Petzold

6062 East Sunnyside Drive
Scottsdale, Arizona 85254
USA

kpetzold@cox.net
(480) 368-2900

January 19, 2010

Re: Recommendation for Mr. William "Bill" Kellen and American Family Entertainment Centers, LLC

To Whom It May Concern,

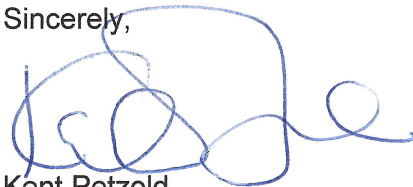
It is my distinct privilege to acknowledge the professionalism, character, dependability and reliability of Mr. William "Bill" Kellen. Bill has worked with the Navajo Nation Department of Economic Development and numerous tribal representatives and Congressional representatives for over eight years, always providing the very best services with absolute integrity. In every engagement, Mr. Kellen has consistently over delivered and exceeded his promises.

As Business Advisor to the Navajo Code Talkers Foundation, I have also worked with Mr. Kellen on an Entertainment Center project for over two years. I was charged with conducting Due Diligence on Mr. Kellen and his organization. Every reference I contacted commented on his solid business ethics, the great respect he shows for his clients, his complete dependability, and his ability to complete every assignment, within budget.

As I worked with various senior staff members of his organization, it was clear to me that his working relationship with his peers and associates was exceptional. He was often subject to tight deadlines and pressure from dynamic changes in requests from our organization; Mr. Kellen met every challenge with professionalism and grace. Bill has always proven to be a results oriented team player we could count on.

If I can offer further insights or share more examples of Bill's skills and attitude, please don't hesitate to contact me at the number or email above.

Sincerely,



Kent Petzold



Skyview Lanes and Family Fun Center
970 South Washington
Afton, WY 83110
www.skyviewlanes.com

To Whom It May Concern:

I was initially introduced to Bill Kellen and American Family Entertainment Centers, LLC, ("AFEC") through a mutual friend who knew that our family wanted to open a bowling center in Afton, Wyoming.

When I contacted Bill he was extremely interested in our project and we were impressed by his vast experience and contacts that he had with bowling and theater equipment manufacturers and outside consultants that he could draw information from.

Our project was unique, and in some ways difficult, in that we were remodeling an existing building. Bill offered his thoughts regarding the remodel work that needed to be performed, the bowling equipment to be purchased, food service equipment and vendors to work with.

As a result of Bill's contacts we were able to secure many pieces of equipment at significantly reduced prices through AFEC. We are very pleased with how the facility turned out and so are our patrons. Now that we are open, I continue to rely upon Bill's knowledge to help us through virtually any problem we have encountered. He has always been available to take my calls and answer my questions. Recently, Bill sent one of his bowling managers to help us tune up our equipment and train some of our personnel.

Because of our past experience with Bill and AFEC, we have retained AFEC's architect to prepare plans for a three (3) screen theater that we plan to build in the spring of next year. Again we will rely upon Bill's expertise to assist us in that project.

Should you have any questions regarding the above, please do not hesitate to contact me at (307) 248-0143.

Sincerely,

Kris Simkins

Building Tomorrows Future Today....

White Sands

CONSTRUCTION_{INC.}

PHONE: 575-437-7816 FAX: 575-437-0984
PO BOX 1745 - ALAMOGORDO, NM - 88311 LIC. 50235

November 18, 2009

To Whom It May Concern:

Dear Sir or Madam,

White Sands Construction, Inc. (WSCl) would highly recommend Mr. Bill Kellen and American Family Entertainment Center (AFEC) for your project.

WSCl has recently completed the Luna County Family Entertainment Center, a design/build project, with Mr. Kellen and AFEC in Deming, NM, which included 6 Movie Theaters, 16 lane Bowling Alley, Sports Bar, Video Arcade, and 18 Holes of Glow in the Dark Miniature Golf. This facility was constructed in a 45,000 square foot building.

Throughout the design, planning and construction of the project, Mr. Kellen showed great insight and experience. His knowledge and understanding in the design and construction field was very apparent when trying to overcome obstacles, providing the best designs and products at the least amount of financial impact.

It is with great admiration we recommend Mr. Kellen and American Family Entertainment Centers for your project needs. If you have any questions, or would like to speak further please contact our office at 575-437-7816.

Respectfully,
White Sands Construction, Inc.



Dennis Crimmins
Director of Operations



Where Opportunities Grow

Bastrop Economic
Development Corporation

903 Main Street
Bastrop, Texas 78602

512.303.9700 Phone
512.321.4191 Fax

e-mail: bedc@BastropEDC.org

Website: www.BastropEDC.org

November 5, 2003

Mr. William G. Kellen, Managing Member
American Family Entertainment Centers, LLC
P.O. Box 1757
Pinedale, WY 82941

Dear Mr. Kellen,

On behalf of the Bastrop Economic Development Corporation (BEDC), I am writing to thank you and American Family Entertainment Centers (AFEC) for the most recent (and significant) addition to Bastrop's amenities. Bastropians have watched with much anticipation the development of the *Chestnut Square Entertainment Center* with its four movie screens, 16-lane "high-tech" bowling facility, arcades, food court and community meeting room.

This facility, in addition to being an attractive and modern feature of our town, adds a much needed service for our citizens. Old and young alike are now having very important quality-of-life needs met. No longer are we required to drive 30+ miles into Austin for basic entertainment.

Additionally, and perhaps most importantly, Bastrop is now able to offer a convenient and safe alternative for after-school and evening/weekend activities for its youth. We are extremely mindful of the importance of such civic centers, and are grateful to AFEC for the development and completion of the *Chestnut Square Entertainment Center*.

In closing, again let me express the appreciation of the BEDC staff and board members for our modern and beautiful entertainment complex. We are very proud of this facility, and would highly recommend your company to anyone considering your services. Your competence and professionalism were very much appreciated.

Sincerely,

Joe D. Newman
President/CEO

JN/bj

Cc: Tom Scott, Mayor

B
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November 17, 2003

Mr. William G. Kellen
American Family Entertainment Center, LLC
P.O. Box 1757
Pinedale, WY 82941

Dear Mr. Kellen,

Almost eight years ago, Bastrop lost its one movie theater to fire. It was a profound loss to the community that affected adults and children alike. Access to first-run movies and the experience of going "to the movies" was restricted to those willing and able to make the trip to Austin and back.

With the opening of your Chestnut Square Entertainment Center, the people of Bastrop and the surrounding area once again have available to them first-rate entertainment – in their own home community. I applaud you and your partners for realizing that the Bastrop market needed and, importantly, could support the four movie screens, the bowling lanes and other services offered by the Entertainment Center. Friday night, the parking lot was full and the crowds of kids and their parents were obvious, as I drove by the drop-off area, in front of the lobby.

On behalf of our city government and the Bastrop Economic Development Corporation, thank you! Our experience working with you and American Family Entertainment Centers on this project was a very good one. I am glad that we were able to play a part in your development and when you are ready to expand, please do not hesitate to let us know when and how we may assist you.

Sincerely,

Tom Scott

Tom Scott, Mayor

City of Bastrop
904 Main Street
P.O. Box 427
Bastrop, Texas 78602

512-321-3941 Main
512-303-7305 Metro
512-321-6684 Fax

Gaffney Entertainment Center, LLC

1100 Factory Shops Boulevard

Gaffney, South Carolina 29341

864 489-1515

January 7, 2011

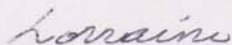
Dear Bill,

On February 18, 2011 we will celebrate being in business for one year after the takeover from Starmax. I just wanted to thank you for all your support, but more importantly for the knowledge that you shared with me.

As someone completely new to this business, and based on the fact that we went dark due to Starmax filing bankruptcy, it was very difficult to even know where to begin. Your advice was crucial. I have learned from you the importance of putting all these venues under one roof and how they must function together to be successful. Originally I had a theater management company assisting me, which did not work because they only wanted to operate the theater part of the business and did not understand that having different entertainment possibilities together allowed customers to access, utilize and combine their wants and needs. One offering helps to support the others financially. I have learned from you how to operate the facility and make it profitable. The coordination between the different entities is what makes this type of operation a success.

Again, many thanks for your assistance and expertise. I hope you will find some time in your busy schedule to visit the Gaffney Entertainment Center.

Sincerely



Lorraine Perry

STATEMENT OF QUALIFICATIONS

American Family Entertainment Centers, LLC

American Family Entertainment Centers, LLC, ("AFEC"), was started in 2001, and pioneered the concept of multi venue entertainment centers for small to mid-size towns. AFEC specializes in providing consulting services to cities, counties and private developers of Family Entertainment Centers, ("FEC's") which include, but are not limited to the preparation of feasibility studies; design; construction specifications; bidding documents; construction management; hiring of personnel; and management of the completed facility.

Attached hereto is a partial list of Clients and Feasibility Studies that have been prepared on their behalf:

Partial List of Feasibility Studies Prepared

<u>Location</u>	<u>For Whom</u>
Afton, WY	Private Development Group
Alamogordo, NM	Alamogordo EDC
Albertville, AL	Albertville, EDC
Antioch, IL	Wagner Commercial
Austin, TX	Private Development Group
Bastrop, TX	Private Development Group
Beaumont, CA	Private Development Group
Belgrade, MT	Private Development Group
Bozeman, MT	Private Development Group
Camp Verde, AZ	Private Development Group
Carlsbad, NM	Carlsbad EDC
Coachella, CA	Private Development Group
Colorado Springs, CO	Private Development Group
Conway, AK	Private Development Group
Copperas Cove, TX	Copperas Cove EDC
Craig, CO	Private Development Group
Date Palm, CA	Private Development Group
Deming, NM	City & County EDC
Douglas, NM	Private Development Group

Location

Driggs, ID
Fruita, CO
Gainesville, TX
Galt, CA
Heber, UT
Helena, MT
Holladay, UT
Hutto, TX
Kalispell, MT
Liberty, TX
Loma Linda, CA
Los Banos, CA
Madera, CA
Magnolia, TX
Mansfield, TX
Modesto, CA
Moody, AL
Navajo Nation – Chinle, AZ
Navajo Nation – Crown Point, AZ
Navajo Nation – Kayenta, AZ
Navajo Nation – Tuba City, AZ
Navajo Nation – Window Rock, AZ
Paula, KS
Portales, NM
Radcliff, KY
Spring Grove, IL
Syracuse, UT
Taylor, TX
Tehachapi, CA
Terrill, TX
Victor, ID

For Whom

Private Development Group
Private Development Group
C.B. Richard Ellis
Private Development Group
Private Development Group
Lechwardt Enterprises
Private Development Group
Private Development Group
Private Development Group
Private Development Group
Karahalios Development
Los Banos EDC
Private Development Group
Private Development Group
Mansfield EDC
Private Development Group
Moody EDC
Navajo Nation Shopping Centers
Navajo Nation Shopping Centers
Navajo Nation Shopping Centers
Navajo Nation Shopping Centers
Navajo Nation Shopping Centers
Private Development Group
Portales EDC
Private Development Group
Wagner Commercial
Private Development Group
Private Development Group
Private Development Group
American National Bank
Private Development Group

Location

Wasco, CA

Watford City, SD

Wetumpka, AL

Wharton, TX

Winder, GA

Woodland Park, CO

Yavapai-Apache Nation, AZ

Yuba City, CA

Yucca Valley, CA

For Whom

Wasco EDC

Private Development Group

Elmore County EDC

Wharton EDC

Winder EDC

Private Development Group

Private Development Group

Private Development Group

Karahalios Development



Statement of Experience

The experience that Damon Rubio and his company bring to any project is considerable. While serving at UltraStar, he was in charge of operations for a multi-location company that, at its peak, included 14 locations with 121 screens, serving 3.5 million guests per year. During his 28 year career in the cinema industry, Damon has been involved in the operations of over 29 different theater locations and be involved with or overseen the construction and the establishment of 16 new multiplex cinemas along with their grand openings and transition to normal everyday operations. A detailed list is appended to this document.

In addition to his experience directing the successful operation of a regional chain, he also oversaw the concept development and construction of 11 new locations and most recently the \$38 million Ak Chin Multi-tainment Center. This concept combined the strong foot traffic generating ability of a first class movie theater with the wide range of additional revenue generating and experience driven attractions like bowling, laser tag, arcade games and multiple dining experiences.

In order to execute this vision and concept Damon became active in the amusement industry world by attending shows like AAMA, IAPPA, RSA, Foundation Entertainment University, Birthday University, and Bowl Expo. He also toured a large number of new generation FEC's and upscale bowling centers around the country. Through this due diligence, he was able to build a network of trusted vendors from different companies to support the expansion into the amusement industry.

The 18 month research, design and build process for the 165,000 sqft Ak-Chin Multi-tainment Center location was an education of its own. Damon headed up the selection process for what attractions and concepts should be included in the center and what vendors to partner with. He worked closely with the design team to create a facility that would be impressive to guests and have a natural guests flow while still maintaining efficiency for the operation. He oversaw the construction process and worked to make sure the builders understood the importance of many of the features included into the design. He also directed the staffing and training of the opening team and made sure the facility was ready to open to the public on the scheduled opening date.

For the next 2 and a half years, as EVP of Operations, Damon worked closely with the management team of the facility to figure out the best practices and procedures for running a large sophisticated operation that includes multiple venues and attractions. Damon is now one of a handful of folks in the country that have a true understanding of the challenges this kind of new hybrid center can bring.

A Google search of Damon Rubio will bring you to a number of articles about his involvement with the roll out of Digital Cinema in the Cinema Industry and other industry technology firsts. He has served as a consultant to Wall Street firms looking for information about our sector and been a speaker at numerous industry trade shows and events.



Statement of Experience – List of Locations

The following is a quick snap shot of the many locations I have been involved with over my 28 year history and what major roles and responsibilities I have had at each location.

		Screens	EVp Of Ops	Oversaw Development	Part of Opening	Oversaw Acquisition	District Manager	General Manager
<u>D'Place Entertainment</u>								
Mary Pickford	CA	14	X			X		
<u>UltraStar Locations</u>								
Rialto	CA	8	X			X		
Fontana	CA	8	X			X		
Towngate	CA	8	X			X		
La Costa	CA	6	X			X		
Flower Hill	CA	4	X			X		
Del Mar	CA	8	X			X		
Poway	CA	10	X			X		
Galaxy	CA	6	X			X		
Mission Marketplace	CA	13	X			X		
Chula Vista	CA	10	X			X		
El Centro	CA	14	X	X	X			
Apple Valley	CA	14	X	X	X			
Havas	AZ	10	X	X	X			
Surprise	AZ	14	X	X	X			
Ak Chin	AZ	12	X	X	X			
Scottsdale	AZ	11	X	X	X			
University Village	CA	10	X			X		
Canyon Springs	CA	7	X			X		
Terra Vista	CA	6	X			X		
Tower	CA	10	X			X		
Mary Pickford	CA	14	X			X		
Desert Imax	CA	1	X			X		
San Luis Rey Colorado	MX	14			X			
San Jose Del Cabo	MX	12			X			



		Screens	Evp	Development	Opening	Acquisition	DM	GM
<u>CinemaStar Luxury Theaters</u>								
Mission Marketplace	CA	8	X		X		X	X
Chula Vista	CA	10	X		X		X	
Galaxy	CA	6	X			X	X	X
Mission Grove	CA	18	X	X	X		X	X
Perris	CA	10	X	X	X		X	X
University Village	CA	10	X	X	X		X	X
San Bernardino	CA	20	X	X	X		X	
Tijuana Mexico	MX	10		X	X			
<u>Mann Theater</u>								
<u>Location</u>								
Oceanside 8	CA	8						
Laguna Nigel	CA	14			X			

**RESUME
OF
WILLIAM G. KELLEN**

EDUCATION:

Juris Doctor – Western State College of Law, 1974
B.S., Civil Engineering – Loyola University at Los Angeles, 1964

PROFESSIONAL LICENSES:

Civil Engineer – California, RCE 20291 (Active)
Attorney At Law – California, State Bar No.: 64275 (Retired, Inactive)
Attorney At Law – Wyoming, State Bar No.: 5-2818 (Retired, Inactive)

PROFESSIONAL EXPERIENCE:

4/01 to Pres. President & CEO, American Family Entertainment Centers, LLC; 1554 Highway 191, Pinedale, WY 82941

Responsible for the development of a Family Entertainment Center Concept for small towns, including all phases of the development, marketing, design, construction and management of the Entertainment Center.

6/95 to 4/01 Corporate Counsel & General Manager, Bettina Corp., 1645 Hwy. 352, Cora, WY 82925

Worked on all phases of the development, patenting and marketing of an electronic bingo player's aid and related systems, known as the "Bingo Magic" System; Successfully negotiated the sale of the company after two (2) years of operation for a price in excess of \$5 million; Was responsible for initiating and writing the legislation that changed the Texas Bingo Enabling Act to permit the use of electronic bingo player's aids in the State.

1/97 to 4/01 Corporate Counsel & General Manager, Electronic Gaming International, 1645 Hwy. 352, Cora, WY 82925

Worked on all phases of the development, patent pending and marketing of an electronic "pull tab" system for use in bingo halls. Successfully negotiated the sale of the company with the "Bingo Magic" System.

4/92 to 7/96 President and CEO, Bingo Service Specialists, 1645 Hwy. 352, Cora, WY 82941

Distributor of the Power Bingo electronic player's aid system throughout the states of Wyoming, Montana, Idaho, North Dakota, South Dakota and portions of California.

- 2/91 to 6/95 President, William G. Kellen & Associates, 335 N. Riverside Avenue, Rialto, CA 92376
- Retained by San Bernardino County, California, Superior Court Judge, Douglas A. Fettle, to wrap up his law practice after he was appointed to the California Bench. Also, acted as consultant to other Riverside and San Bernardino County law firms to conduct trial work and pleadings work on cases that they could not handle due to work load or time constraints.
- 6/88 to 1/01 Owner, O Bar Y Ranch, P.O. Box 7, Cora, WY 82925
- Owner/Manager of a 12,000 acre working cattle/hay ranch. Raised hay for the Wyoming Game & Fish Department for its elk winter feed program. Worked with the Wyoming Game and Fish Department and the U.S. Fish and Wildlife Service on a three (3) year program to reestablish Peregrine falcons in the Upper Green River Basin of Wyoming. Was Wyoming Game & Fish Department's, Rancher of the Year, 2003.
- 7/77 to 5/88 President, William G. Kellen & Associates, 3579 Arlington Avenue, Riverside, CA 92506
- Senior partner of law firm that employed up to eight attorneys specializing in Construction Law; representing over 200 contractors in the Inland Empire (San Bernardino, Riverside and portions of Los Angeles, Counties); and Financial Institution Formation. Successfully established of over 20 banks, savings & loans and thrift & loans throughout Southern California, from San Diego to Santa Barbara.
- 9/75 to 7/77 Associate Attorney, Badger Law Corporation, 6370 Magnolia Avenue, Riverside, CA 92506
- Staff attorney; worked on all forms of legal matters including bankruptcy, contracts, dissolution of marriage, personal injury and real estate. Worked with Fred Craine who won the landmark decision, in California, of Wellencamp v Bank of America, that changed the "due on sale" provisions of California real estate sales contracts. Was the lead attorney in presenting cases before the U.S. District Court relative thereto.
- 9/71 to 8/75 Senior Design Engineer, Krieger & Stewart, Inc., Consulting Civil Engineers, 3602 University Avenue, Riverside, CA 92501
- Engineer in charge of the Design Section; Responsible for and/or participated in the design and preparation of contract documents for municipal and private water supply/irrigation systems. Supervised engineers/draftsman/surveyors; prepared proposals to clients; conducted meetings between contractors and clients and supervised the construction of the work; Clients, included but were not limited to: Desert Water Agency, Palm Springs, California; Crestline-Lake Arrowhead Water Agency, Crestline, California; City of California City,

California; City of Riverside, California; Fallbrook Water Agency, Fallbrook, California; and Eastern Municipal Water District, Perris, California.

1/67 to 9/71 Associate Engineer, Albert A. Webb & Associates, Consulting Civil Engineers
3788 McCray Street, Riverside, CA 92506

Engineer in the Hydraulic Design Section. Participated in the preparation of plans and specifications for municipal and private water supply/irrigation systems. Was assistant to the Water Master for the Santa Ana River Basin in Southern California

1/65 to 12/66 Assistant Engineer, City of Riverside Water Department, Riverside, CA 92501

Participated in the preparation of plans and specifications for the municipal water system and the overseeing of the construction and inspection of the work.

OTHER MISCELLANEOUS DATA:

Judge Pro-Tempore in Riverside County Superior and Municipal Courts and San Bernardino County Municipal Court.

Past President and Director of U.S. Agri Research & Development Corporation, an agricultural development firm, that was the largest grower of jojoba in the world on the early 1980's. Designated as one of the top 500 companies by Inc. Magazine.

Past Chairman of the Board of Riverside Bancorp, the holding company of Riverside Thrift and Loan, a \$50,000,000 asset company.

Founder and Director of Fontana First National Bank, Fontana, California.

Developer and Patent Holder for the Bingo Magic electronic bingo player's aide system.

Developer of the "Ez-Tab" electronic pull tab system.

As Counsel for Bettina Corp., was responsible for amending the Texas Bingo Enabling Act to permit the use of electronic bingo players aids in bingo halls in the State of Texas.

Approved Manufacturer of electronic gaming devices in the states of Texas, Washington, Mississippi, and Kentucky and the Provinces of British Columbia and Alberta, Canada.

Developed over 1,600 home sites and several commercial properties in Southern California (Fontana, Hesperia, Victorville and Perris).

Developed over 3,000 acres of jojoba plantations in the Desert Center and Blythe area of Southern California, and was one of the pioneers of the jojoba industry in the '80's.

Owner and manager of the largest citrus grove and alfalfa farms in Desert Center, California.

As a partner in American Hay Company, developed the 3,000 acre Blythe airport property into a large alfalfa hay operation.

Testified as an Expert Witness before the World Court of Arbitration, Hong Kong, China, for Brunswick Bowling Corporation.

PERSONAL DATA:

Born, October 2, 1941, Hackensack, NJ

Married to Sherry P. Kellen; four (4) children; Kristen, Aaron, Ryan & Kourtney

DAMON RUBIO

Résumé

354 Rimhurst Court, Oceanside, California 92054 • (760) 889-2591

Page Two

PROFESSIONAL EXPERIENCE - Continued

CINEMASTAR LUXURY THEATRES, San Diego, California – 1991 to 2000

Director of Operations reporting to the Vice President of Operations for a publicly held corporation operating 9 multi-screen theaters located in San Diego, Riverside, and San Bernardino, California and Tijuana, Mexico. Scope of responsibility included customer service, guest relations, facilities and maintenance management, food and beverage service, and all aspects of theater operations for the organization. Negotiate vendor purchases of \$2+ million annually. Oversaw maintenance and upgrades to the computerized POS system. Challenged to gain control of skyrocketing costs and identify and eliminate poorly negotiated contracts with vendors.

- Implemented a payroll system that saved \$20K per week during the slow season without affecting concession income.
- Achieved significant reductions in janitorial supplies and general theater expenses.
- Implemented a series of unique and innovative promotions to successfully retain market share.
- Conducted on-site audits of inventory, tickets, and cash on premises.
- Renegotiated an expensive monthly service contract with cost savings of 50% annually.
- Created and implemented audit procedures to monitor sales and refunds and identify trouble spots.
- Implemented a purchasing department and procedure to control costs and cash flow.

Special Projects Officer reporting to the Director of Operations. Challenged to implement MIS procedures throughout the company and implement computerized ticketing systems. Set up and established specific parameters and defaults to allow proprietary use of the Pacer/Cat system.

- Researched and selected vendor for \$350K Ticketing and Point of Sale System for the chain.
- Installed and field tested the Pacer/Cat system at 8 locations; identified software deficiencies.

General Manager reporting to the Director of Operations. Scope of responsibility included all phases of operational management and included employee training, hiring, discharging, discipline, and human resources administration. Challenged to set up and make operational each of 7 multi-screen theaters at multiple locations. Conducted an on-site set up of the theaters, trained the general manager and staff, oversaw vendor interactions, and repeated the process at the remaining theaters.

- Recognized for achieving a \$0.14 per person increase in concession sales over the \$0.10 objective.
- Developed a series of computer/hard copy standardized forms in use throughout the company to increase accuracy in cash handling and facilitate ticket tracking.
- Created and implemented policy and procedures adopted throughout the chain dealing with all phases of operational management, cash handling, and employee training.

COMPUTER TECHNOLOGY

- Industry-specific software: Rentrak, Retriever software, VISTA / NCR Radiant / Micros POS systems. / Embed Card systems / Vector Plus.
- General Software Applications: Microsoft Windows, Word, Excel, Access, MS Visual Basic and Macros.
- Accounting Software: Quicken, QuickBooks, Mas90, Jantek
- Programming languages: C++, Java, Visual Basic.

ADDITIONAL EDUCATION

- Palomar College, San Marcos, California. Associate of Arts – Major: Technical Theatre
- National Association of Concessionaires - Snack Bar University Seminars
- Foundations - Entertainment University Seminars
- Attended Birthday Party University Program
- AZ Title 4 Alcohol Training Certified
- Current Certified Professional Food Manager ServSafe Certification Exp: 2016

DAMON RUBIO

354 Rimhurst Court, Oceanside, California 92054 • Cell (760) 889 2591 Nomadru.dr@gmail.com

PROFILE

Creative, positive, competent, and organized executive with considerable, diverse management experience augmented by a formal education and refined by specialized professional training. Proven record of success in initiating process improvements designed to control costs, eliminate waste, improve accuracy in records, and increase profitability. Comprehensive knowledge in all aspects of theatrical and FEC operational management activities with specific expertise in design and construction of new facilities. Gifted with ability to execute multiple responsibilities simultaneously, establish priorities, and act decisively. Superb motivational, leadership, and communications skills. Qualifications include:

SKILLS SET

Auditing & Budgeting
Computer Applications
Cost Controls & Loss
Prevention
Team Training
Guest Satisfaction

Human Resources
Industry-Specific Software
Inventory Control
Multi-site Management
Payroll & Purchasing
Project Management

Sales Promotions
Staff Coordination
Strategic Planning
Vendor Negotiations
Facility Design

PROFESSIONAL EXPERIENCE

D'PLACE ENTERTAINMENT, Oceanside, California – October 2015 – Current

President / Owner Having forged great relationships and acquired vast experience in the theatrical and amusement industries, I set out on my own to create my own company that can build and operate new multi-ainment centers that will have a big impact in the markets they serve.

ULTRASTAR CINEMAS, San Diego, California – 2000 to September 2015

Executive Vice President of Operations reporting to the owners of a privately held corporation operating multi-screen theaters and entertainment complexes located in Southern California, Arizona and Mexico. Guided and over-saw the company's growth from 2 locations to the peak of 14 locations hosting 3.5 million guests and generated \$25 million in box office sales and over \$11 million in concession sales per year. Led my team of General Managers, corporate employees, and staff of 500+ front line cast members to continually improve guest service, product quality and the overall entertainment experience. Negotiated all major vendor contracts & purchases. Developed and implemented new in-theater dining concepts and introduction of alcohol service to cinemas in California and Arizona. Designed and supervised the construction of 7 new locations including a new 170,000 sq ft Multi-tainment concept that combined theater, bowling, amusements and six different Food and Beverage operations. Other highlights during my tenure at UltraStar Cinemas include:

- Oversaw the first full chain deployment of digital cinema to occur in the cinema industry.
- Partnered with D-box to be the first chain in the nation to roll out D-box Motion Chair technology for Cinemas.
- Directed the expansion of F&B offerings in our cinemas and created training programs that helped increase per caps year over year.
- Interviewed for my opinions and insight by numerous industry publications and have been ask to present at industry trade associations like ITCA, Show East and CinemaCon.
- Involved in industry trade organizations: N.A.C, I.A.P.P.A and N.A.T.O. Member of the NATO scholarship committee responsible for awarding over \$1 million in educational scholarships to industry employees.

Alamogordo Family Entertainment Center Project
Amended RFP No. 2015-006-(2)

PROPOSAL

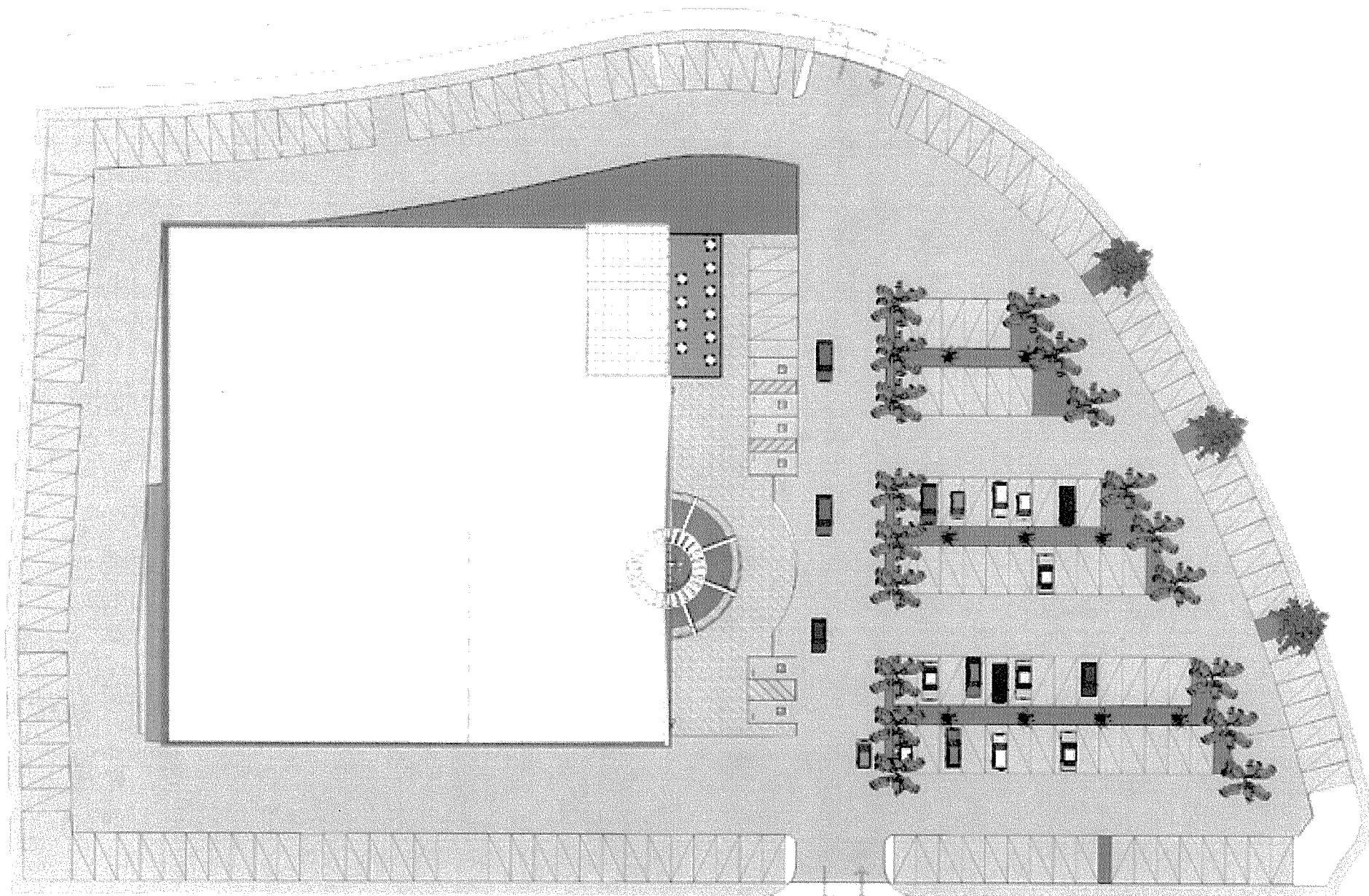
CDR Construction, Inc.
Stardust Lanes, LLC.
1219 Oregon Ave.
Alamogordo, NM 88310

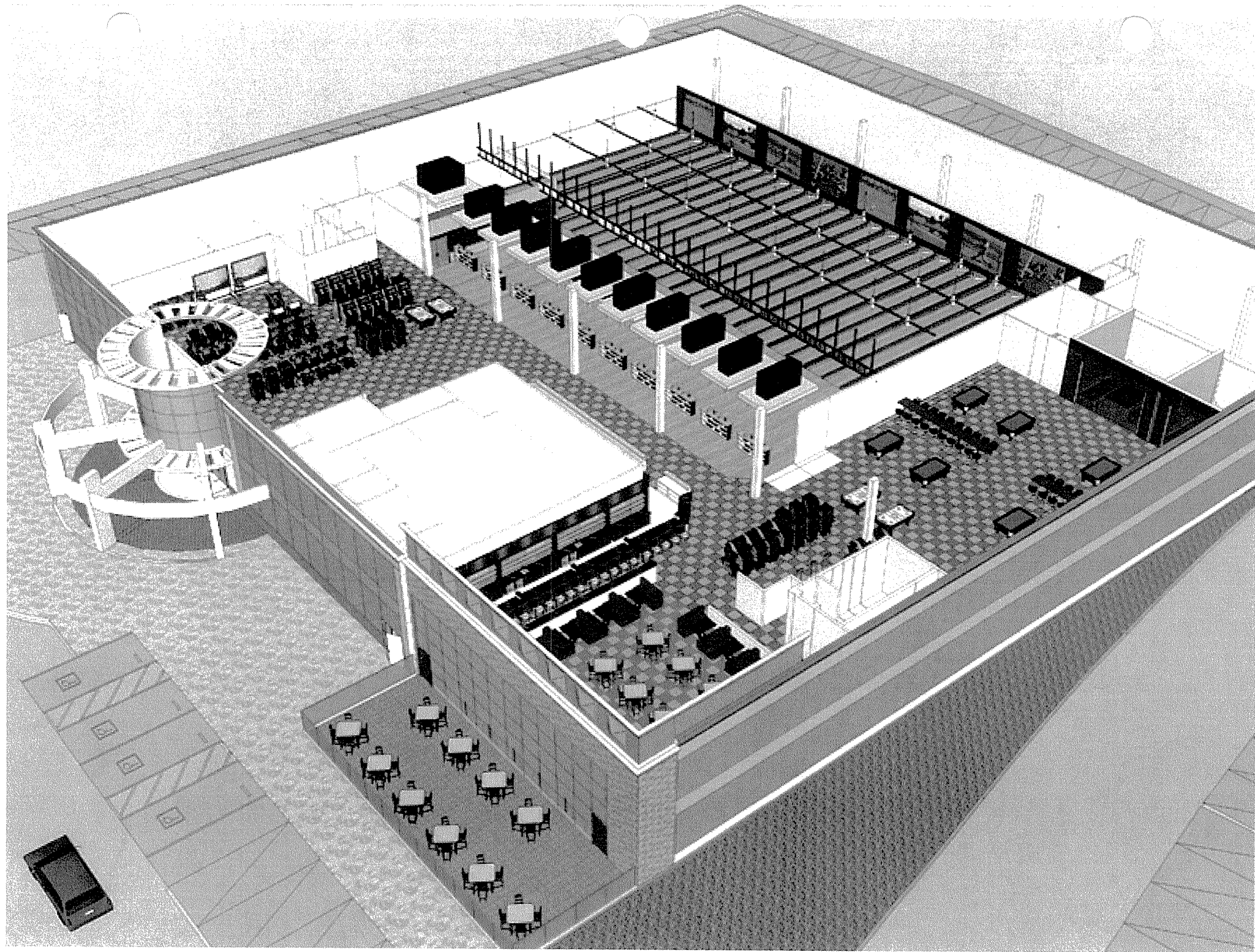
Phone: 575-434-8775
Fax: 575-437-7091

Presented to:
City of Alamogordo

Presented:
June 22, 2016









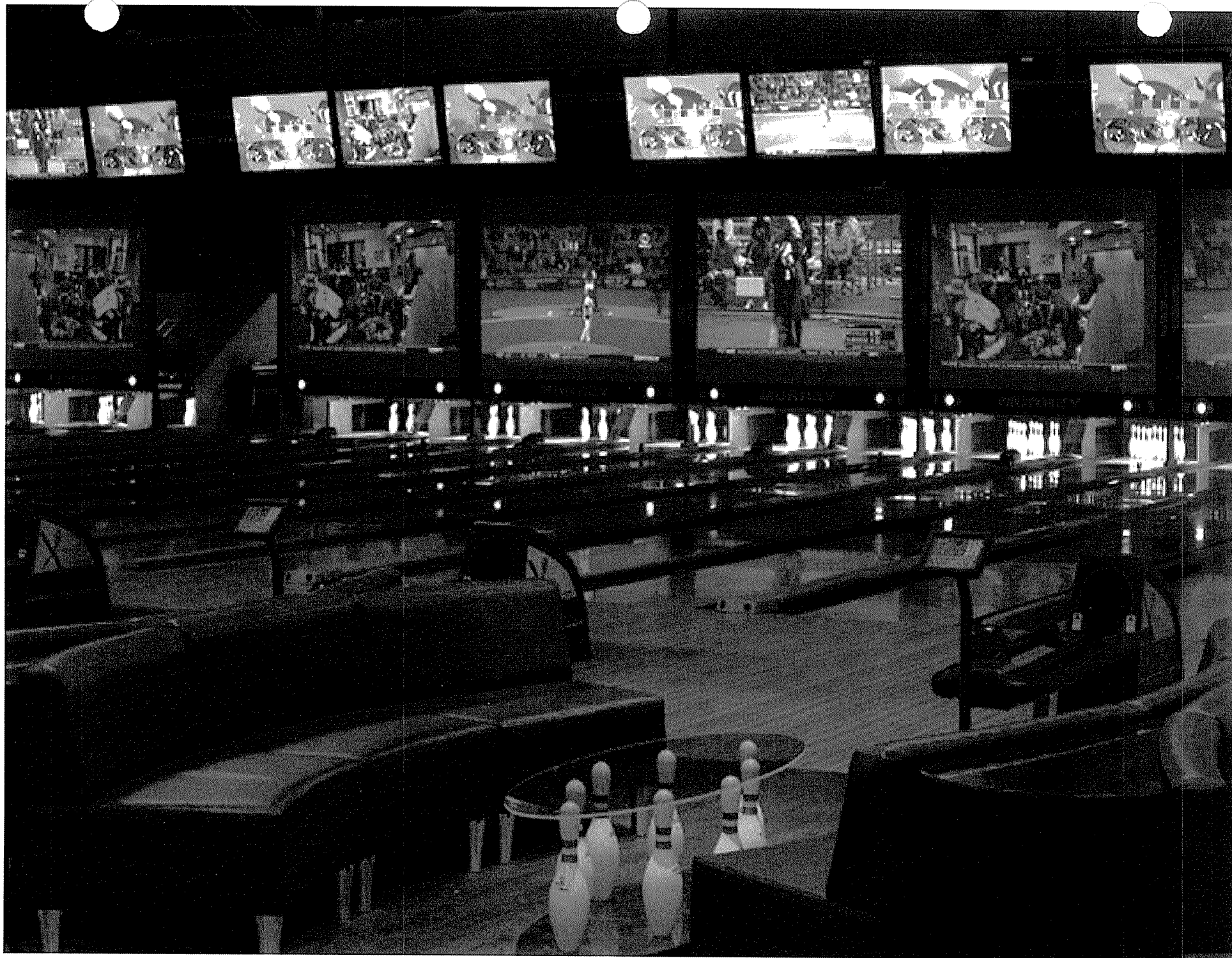


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Chapter 1

Cover Sheet

Stardust Lanes, LLC is a New Mexico Limited Liability Company, established July 6, 2015 to design build and operate 24 lane bowling center referred to as a "Family Fun Center".

Our Project team of professional consultants will be led by Rick V. Wilson, president of CDR Construction, Inc. for over 30 years, as the general contractor. The Project Manager will be George Meyers, former owner of the largest door manufacturing company in the state of California and Arizona, with more than 40 years experience as Project Manager on several projects of similar magnitude. Joe Chavez, Superintendent for CDR Construction and Sean Hein, Quality Control Manager and foreman, will oversee the construction phase. Mr. Chavez has owned his own framing company in Albuquerque, NM and Mr. Hein currently has his contractor's license. Both bring a great deal of expertise to the job. P.L.A. Architecture of Los Angeles, California will work in conjunction with a local Architect on the plans and specifications for the project. Patrick Murrey, President of Murrey International, Inc. will act as project manager for the installation of the bowling lanes and specialty equipment. Jay Chun, CEO and President of Downtown Venture Group from Los Angeles, CA will act as Project Manager of the installation of the kitchen equipment, lighting design and overall interior design of the facility. Moses Chun, restaurant manager will coordinate the delivery and inspection of all inventory, fixtures and furnishing in the restaurant and bar area.

Attached document referred to as "Design Professional Exhibit" provides a complete list of all consultants.

Stardust Lanes, LLC is endeavoring to utilize as many local area sub-contractors as possible; our goal is to bring a first class facility to Alamogordo that we can be proud of while bringing in revenue for our City. The attached document referred to as "Expanded List of Subcontractors" names our selected Sub-Contractors.

The contact information for the project will be Rick V. Wilson. He can be reached at 575-434-8775. The email address is cdrconstruction@qwestoffice.net. The address is 1219 Oregon Ave. Alamogordo, NM 88310

Rick V. Wilson, is authorized to sign on behalf of and bind the Prequalified Candidate to statements made in the proposal

END OF COVERSHEET

Chapter 2

SCOPE OF WORK

2.1 GENERAL INFORMATION

This exhibit supplements other Contract Documents in defining the scope of work of the Design Builder.

The Work shall include all design work, labor, material, tools, equipment, excavation, shoring, testing, inspection, commissioning and all necessary general conditions, that may be reasonably inferred from the Contract Documents to provide all Design Work and Construction Work for:

To construct a new family entertainment center (the "Project"). The City seeks a well-qualified Development Team will participate in the facility's design and project planning, construction, financing, operating, and maintaining. The Project is to be a "turnkey" project, with the Development Team to provide all work, services, materials, equipment, supplies, and labor for the Project to be fully operational upon substantial completion. The Development Team shall provide or cause to be provided all design, work, services, design, engineering, plumbing systems, ventilation systems, fire suppression systems, safety systems, HVAC, mechanical systems, and other systems necessary for the design, construction, and construction administration, and is inclusive of all costs necessary for the installation and completion of the Project, in working order, unless specifically set forth otherwise herein.

The City seeks to construct a facility consisting of the following:

- a) 15,975 sqft for the bowling area
- b) 2,232 sqft for the dining area
- c) 2,010 sqft for the kitchen area
- d) 986 sqft for bar area
- e) 6,784 sqft as a game area
- f) 1,051 sqft as a office and management area
- g) 2,175 sqft for multi purpose rooms
- h) 206 sqft for pro-shop
- i) 1,685 sqft storage
- j) 5,817 sqft walls, circulation, and simultaneous use
- k) 1,200 sqft outside patio area

The buildings design will be state of the art with video screens LED lighting computer scoring along with four lanes available to be reserved for private parties. This facility would be the only one of its kind in the southern New Mexico and west Texas area.

The Project budget shall not exceed \$6,660,416.00 with a guaranteed maximum price to the city of \$6,199,416.00

2.2 GENERAL PROVISIONS

APPLICABLE CODES, RULES, REGULATIONS, REGULATORY AGENCY APPROVALS, & INDEPENDENT REVIEW(S)

2.2.1 It is the Design Builder's and its Design Professional's responsibility to design the Project in compliance with applicable requirements of federal and state laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, those outlined below. Design Professional shall have copies available of applicable codes and regulations for ready reference.

.1 New Mexico Building Standards Code

Part 1, New Mexico Building Code
Part 2, New Mexico Electrical Code
Part 3, New Mexico Mechanical Code
Part 4, New Mexico Plumbing Code
Part 5, New Mexico Energy Code

.2 Americans with Disabilities Act (ADA), Title II, ADAAG.

2.3 EXAMINATION OF SITE

2.3.1 Prior to submitting Proposal for the Work, Design Builder and Design Builder's Design Professional's shall:

.1 Visit the Project site to become familiar with existing site conditions, including the site location and size, utility capacities, and connection options of external utilities.

Chapter 3

PHASE II- DESIGN DEVELOPMENT PHASE

ARCHITECTURAL REQUIREMENTS

3.1 Site Plan:

Scale: 1"=20'-0"

- .2 City shall provide Topography and Utility Location Survey.
- .3 Include relationships with existing site elements and buildings.
- .4 Drawing requirements (Site Plan to include the following):
 - a. Location of the proposed building.
 - b. Location of other various site/building features.
 - c. Building and site accessibility.

3.2 Floor Plan:

Drawing requirements:

Code information plans to include the following: Scale: 1/32"=1'-0".

- .3 Description of summarized code review, including Exit Calculations.
- .4 Identification of all room names.
- .5 Identification and limits of all building occupancies.
- .6 Identification, location, and fire rating of all building separations

b. Floor plans to include the following: Scale: 1/32"=1'-0".

- 1. Dimensioned structural grid.
- 2. Exterior walls, doors, frames, and openings.
- 3. Interior walls, doors, frames, and openings.
- 4. Room names.

c. Conceptual ceiling plans to include the following: Scale: 1/32"=1'-0".

- 1. Exterior and interior walls, doors, and openings.
- 2. Ceiling height designations.
- 3. Finish ceiling type designations.
- 4. Room names.
- 5. Item and material designations.

3.3 Building Sections:

1. Scale: 1/32"=1'-0".

- a. Longitudinal section, three (3) required, through entire building.
- b. Transverse section, three (3) required, through entire building.

2. Drawing requirements:

- a. Building sections to include the following:
 - 1. Primary building sections.
 - 2. Structural grid designations.
 - 3. Vertical floor elevation designations.
 - 4. Item and material designations.

3.4 Exterior Elevations:

1. Scale: 1/32"=1'-0".
2. Include all building elevations.
3. Drawing requirements:
 - a. Exterior elevations to include the following:
 1. All major building elevations.
 2. Structural grid designations.
 3. Vertical floor elevation designations.
 4. Item and material designations.

3.5 OUTLINE SPECIFICATIONS**Specifications:**

Each Prequalified Candidate shall also prepare outline specifications in Construction Specifications Institute (CSI) format (to be included in each Prequalified Candidate's written Proposal) with the content as described below: Each Prequalified Candidate shall prepare their outline specifications based upon the Facility Standards to provide the following:

1. Identify performance criteria.
2. Identify quality level.
3. Identify prescriptive criteria.

3.6 Area Tabulations

Each Prequalified Candidate shall prepare a Revised Area Tabulation for the Project identifying the current assignable square feet (ASF) and overall gross square feet (OGSF) areas for the Project compared with the areas submitted with the Project Program.

Chapter 4

DESIGN SUBMITTAL

4.1 Architectural Design Narrative

1. Identify design context and philosophical design intent.
2. Length of document – maximum of three (3) typed pages.
3. Minimum font size is 10.

4.2 Site Design Narrative

1. Identify design context and philosophical design intent.
2. Length of document – maximum of three (3) typed pages.
3. Minimum font size is 10.

4.3 Structural Design Narrative

1. Identify design context and philosophical design intent.
2. Length of document – maximum of three (3) typed pages.
3. Minimum font size is 10.

4.4 Plumbing, Mechanical and Electrical Design Narrative

1. Identify systems design context and philosophical design intent.
2. Identify energy conservation.
3. Identify life cycle costs (preliminary).
4. Length of document – maximum of five (5) typed pages.
5. Minimum font size is 10.

4.5 Design Innovations, if any

1. Identify each design innovation.
2. Length of document - maximum of five (5) typed pages.
3. Minimum font size is 10.

4.6 Kitchen/Restaurant /Bar Design Narrative

1. Identify design context and philosophical design intent.
2. Length of document – maximum of seven (7) typed pages.
3. Minimum font size is 10.

4.7 Bowling/Amusement Areas Design Narrative

1. Identify design context and philosophical design intent.
2. Length of document – maximum of five (5) typed pages.
3. Minimum font size is 10.

4.8 Number of Boards

In an effort to create a consistent means by which to compare each Prequalified Candidate's Preliminary Design Submittal for the development of the documents stated above, The City of Alamogordo has determined that each Prequalified Candidate shall prepare their presentation boards based upon the following breakdown:

1. Site/Architectural: Maximum of six (6) boards

Chapter 5

Body of Proposal

BANK 34

June 2, 2015

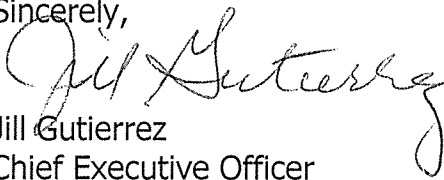
Re: Construction of Bowling and Recreation Center

To Whom It May Concern:

Rick V. Wilson with CDR Construction, Inc. has informed Bank 34 of its intent to submit a proposal on the above referenced solicitation for the Bowling and Recreation Center in Alamogordo, New Mexico. Please consider this letter as confirmation that Rick Wilson is a valued customer of Bank 34. Rick Wilson has maintained a full-service banking relationship with Bank 34, which has been maintained in good standing. Bank 34 will consider additional financing requirements should Rick Wilson request further financing as it relates to this or future opportunities.

Bank 34 has the resources to provide the stated financing requirements. If you require any additional information regarding Rick Wilson's relationship with Bank 34, please feel free to contact me at 575-443-2573.

Sincerely,


Jill Gutierrez
Chief Executive Officer

AMENDED EXHIBIT B

AMENDED FEE PROPOSAL AMENDED No. 2015-006-(2)

Alamogordo Family Entertainment Center Project

The Design/Build Contractor hereby submits to the City of Alamogordo, New Mexico, for the construction of the Project this Fee Proposal.

Professional Services			Fee	
1.0	Architect		100,000.00	100,000.00
2.0	Engineers			
	2.1	Civil Engineer & Geo Technical Engineer	55,000.00	
	2.2	Structural Engineer	25,000.00	
	2.3	Plumbing Engineer	70,000.00	
	2.4	Mechanical Engineer (included in 2.3)		
	2.5	Electrical Engineer	28,000.00	178,000.00
3.0	Surveyor		12,000.00	12,000.00
4.0	Specialty Consultants		4,000.00	4,000.00
	4.1	Kitchen		
	4.2	Bowling System		
Professional Services Total				294,000.00

Construction Masterformat	Cost
Division 1	325,200.00
Division 2	550,000.00
Division 3	425,000.00
Division 4	25,000.00
Division 5	700,000.00
Division 6	370,000.00
Division 7	150,000.00
Division 8	86,000.00
Division 9	158,000.00
Division 10	10,000.00
Division 11 *	1,080,000.00

Division 12 *	0
Division 13	50,000.00
Division 14	n/a
Division 15	717,000.00
Division 16	800,000.00
Construction Total	5,446,200.00

* Any equipment or furnishings not included in the Fee Proposal should be listed below.

Miscellaneous and Indirect Costs	Cost
Electrical Power for Facility	Included in Electrical
Other Infrastructure	Included in Site Work
Other Costs	
Miscellaneous Total	0

FEE PROPOSAL

Professional Services Total	294,000.00
Construction Total	5,446,200.00
Miscellaneous Total	
New Mexico Gross Receipts Tax	459,216.00
Fee Proposal Total	6,199,416.00

FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: Stardust Lanes, LLC. / CDR Construction, Inc.

Business Address: 1219 Oregon Ave.
Alamogordo, NM
88310

Name: Rick Wilson

Signed:

Title: President

Dated: June 14, 2016

Omitted Equipment or Furnishings

Description	Estimated Cost	Comment
Pots & Pans & Startup Inventory	65,000.00	Items included in private capital (City does not own)
Bowling Tables & Couches Bar Stools, Tables, Chairs	35,000.00	Items included in private capital (City does not own)
Glycol Systems Draft Beer	50,000.00	Items included in private capital (City does not own)
POS Systems	40,000.00	Items included in private capital (City does not own)
Start Up Payroll	121,000.00	Items included in private capital (City does not own)
Arcade Down Payment	100,000.00	Items included in private capital (City does not own)
Interior Deco & TV Monitors	50,000.00	Items included in private capital (City does not own)
Total Omitted Equipment or Furnishings Estimated Cost		\$461,000.00

Financing Addendum

Would require City of Alamogordo to deed the land to Stardust Lanes, LLC as the down payment on the building. Stardust Lanes, LLC would then provide the construction financing for the construction of the building. All the plans and specifications submitted by Stardust Lanes, LLC in the proposal would remain the same. The City would be able to inspect the work to assure compliance with the plans and specifications. This option would allow Stardust Lanes, LLC to lower its guaranteed maximum proposal to \$5,900,000. The benefit to the City would be the City would continue to earn interest on the bond monies until final inspection on the facility, and the City would close escrow on the facility. The management portion and lease payments would start the day after the close of escrow. Stardust Lanes, LLC would provide all legal documentation necessary to construct the building in this manner. This would allow for the building to be on budget, and build a one of a kind facility for the Southern New Mexico area.

MANAGEMENT AND OPERATIONS PLAN

DEVELOPMENT

The new Alamogordo Family Entertainment Center will be managed by Stardust Lanes, LLC and its management team. Mr. Jay Chun and Moses Chun along with its management team will be responsible for day to day operations. Management approach are as follows.

Project teams' current plan is to develop approximately 38,660 square feet state of the art family entertainment center consist of 24 lane bowling, amusement arcade center, billiard hall with darts, karaoke and event rooms, American Italian family restaurant with full beer and liquor sports bar with outside patio. Facility can accommodate individual birthday parties to major corporate events up to 500 plus guest simultaneously. An exciting fun family entertainment center built for the community residents, business owners, and travelers for City of Alamogordo.

Prior to completion of construction and full operation of the family entertainment center, the management team will reassess and analyze the current food and beverage market in City of Alamogordo along with its hospitality center and programs. Address programs that are current by major or local hospitality chains. Plan collaboration meetings with City of Alamogordo tourism committee as to effectiveness of the various programs and method of interaction amongst tourist that are visiting the City of Alamogordo and create new collaboration program with the family entertainment centers. Management team plans to participate and listen to the community and their expectations with the new facility as well as to participate in local business associations, small business groups, government agencies as well as military group to elaborate on the events and how the new entertainment center can assist in their organizational needs.

FACILITY OUTLINE

Bowling lanes will be constructed by Murrey Bowling Company with 24 lanes. It will consist of 20 general lanes with 4 private lanes for parties. Bowling lanes will be certified by USBC for future leagues and tournaments. Center plans to host various leagues during the day and nights as needed. Weekend nights will be operated on open play games for night life bowling gatherings and parties. Bowling lanes can also be utilized for bowling birthday events for families as well as team building events for corporate or government gatherings. In the future, bowling center may elect to host local, state, or national tournament as requested by the USBC to promote the family center.

Family Arcade center will consist of approximately 50 to 65 plus games as layout permits. Games will consist of arcade games as well as redemption games for prizes. Some of the games may include racing games to various arcade games for young kids to adults. Arcade center will be one of the main attraction for the family entertainment center. Management plans to maintain in house mechanic for

maintenance of the games but may consider sub-contracting. Many children will look forward to seeing new facility open as this center will be the new destination point for City of Alamogordo. Facility will also include Four (4) dart machines for those who are dart gamers. Games will be linked via network so that that players can play other players across the world, participating in various online dart tournaments.

Billiard tables are will be available for billiard players. Current plan is to have Eight (8) professional grade Brunswick pool tables. If the demands are strong, management may elect to host billiard leagues and tournaments in the near future.

Karaoke rooms will be perfect for those who want to be the next contestant on the Voice. It will consist of latest technology for song updates as well as state of the art equipment. Room will be also available for small gatherings and meetings as well as private parties.

Family entertainment center will also be known for excellent food choices for the restaurant as well as the sports bar. Concept of the food will mainly be American Italian with various popular dishes. Foods will include your favorite finger food like hot wings, hamburgers, fries, onion rings, and quesadilla but also include various pizzas and pastas as well as specialty dishes that will bring customers back for more.

Events and parties will be hosted as buffet catering style with various choices of platter options and packages. Packages can be individually sold or packages with bowling, arcade, billiards, karaoke, and darts. Events will be coordinated by event staff including but not limited to birthdays, quinceaneras, corporate events, holiday special events, social events, youth gather events, sporting events, tournaments including arcade, bowling, billiards, darts, theme events, as well as fund raising and charity events. Events will include Prices and package options will be competitive but will adjust to supply and demand.

OPERATIONS

Business Hours for the center will be from Sunday to Thursday from 11 a.m. to 11 p.m. and on Friday and Saturday from 11 a.m. to 12 a.m. Business hour are subject to change due to the discretion of the management and the needs of the facility.

Day to day operation staff will consist of Cashiers, Hostess, Servers, Cook, Line Cook, Prep Cook, Dish Washer, Servers, Runners, Bussers, Bartenders, Bar Back, Bowling Engineer, Bowling Lane Assistant, Steward, Cleaning Crew, Redemption Cashier, Security Team, Office Team and Management Team.

Current minimum hourly wage for New Mexico is at \$ 7.75 and for those service with tips are paid at \$ 5.25 plus tips. Management plans to hire approximately 45 to 60 or more based on operation system

established by the management. Week days working staff can be as little as 20 to 25, as on weekends staff can be from 25 to 35 or more. This numbers do not include administrative or management.

Team will be divided in to seven categories. 1) Office and management 2) Bowling 3) Host & Service 4) Food and Beverage 5) Arcade & Redemption 6) Security 7) Executive Team. Each department will be responsible for its own day to day operations, various check lists, certifications, and inventory control as well as elite customer services as we all maintain high service quality control over the business.

Office and management staff may at time wear multiple hats to insure smooth operations of the business as needed. Following are brief descriptions of various job functions require for operations of the family entertainment center.

Director of Operations	Responsible for over all aspects of operations including profit and loss, current and future liabilities and legalities, projections and profitability, research and analysis, executive decision making. Property facility management. Liaison between company, investors, city, and community.
General Manager (Multiple)	Responsible for day to day operations , profit and loss, oversight of management teams including office and floor management. Sales projections and marketing, facility management, food and beverage menu analysis and implementation, coordination of all vendors, inventory control, scheduling of management and staff, hiring and training of staff.
Human Resources Manager	Responsible for initially hiring, training, firing, and all related employee situations and condition arise of employment at the AFFEC. Liaison between management and employees as well as company to various government organization in relations to the employments.
Department Managers include: Restaurant, Bowling, Bar, Arcade & Redemption with department Managers, Assistant Managers, Shift Managers (Multiple / Cross job functions needed by the operation of the FEC facility)	Each department managers are responsible for various duties primarily on day to day operations and customer services . Managers are always ready to apply cross management of facilities and customer relations. All managers are responsible for food and beverage throughout the facility. Initial hiring recommendations, training and scheduling of floor and kitchen staff. Inventory control and analysis, customer service and

	troubleshooting. Analysis of day to day sales, Daily shift, management, and management report duties. Report to upper management in day to day operations, employee analysis, sale report, incident report, transactions reports, and recommendations for the business.
Office Admin Team - Accounting/bookkeeping - Web & Graphics - Marketing and Sales	Responsibilities include day to day operations of accounting, book keeping / record keeping, marketing and outside sales, event booking and coordination. Market research and analysis. Control all vendors, inventory control as well as purchase and returns of products. Coordinate company banking and payroll.

MARKETING

City of Alamogordo has limited number of residents and businesses therefore, main target marketing is to maintain excellent relations with the resident and business owners in the community while focusing in outside travelers. Main objective is to become only one or main place to go for events City of Alamogordo and surrounding cities. Targeting young adult professionals, small businesses, families with children, corporate and government groups, various associations, religious organizations and social media marketing. Marketing may include advertisement, internet social media, new articles, participation in various events throughout Alamogordo and surrounding cities. Host various tournaments for bowling, billiards, darts, karaoke and other events as needed to promote the family entertainment center. Collaborate with Movie Theater for cross marketing and other various retail organizations across the city.

Alamogordo Family Fun Entertainment Center (AFFEC)

1. Project: To develop a NEW family fun entertainment center.
2. Location: Alamogordo, New Mexico
3. Project Size: Approximately 40,000 Sq. Ft. Building with 200 Parking
4. Services/Product:
 - a. 24 Lane State of the Art Bowling Center
 - b. 2 Private / Karaoke Rooms (Birthday Parties / Meeting Room)
 - c. Full Service Family Restaurant (American / Italian Concept)
 - d. Sports Bar
 - e. Outside Balcony/Deck Dining
 - f. Family Arcade Center

5. Operation Hours:

Monday – Thursday	11:30 a.m. – 12 a.m.
Friday	11:30 a.m. – 2 a.m.
Saturday	11:00 a.m. – 2 a.m.
Sunday	11:00 a.m. – 12 a.m.

6. Office Staff Requirement (Multiple = Multiple Duties may apply, cross management of facility)

Director of Operations	Responsible for over all aspects of operations including profit and loss, current and future liabilities and legalities, projections and profitability, research and analysis, executive decision making. Property facility management. Liaison between company, investors, city, and community.
General Manager (Multiple)	Responsible for day to day operations , profit and loss, oversight of management teams including office and floor management. Sales projections and marketing, facility management, food and beverage menu analysis and implementation, coordination of all vendors, inventory control, scheduling of management and staff, hiring and training of staff.
Human Resources Manager	Responsible for initially hiring, training, firing, and all related employee situations and condition arise of employment at the AFFEC. Liaison between management and employees as well as company to various government organization in relations to the employments.

Department Managers include: Restaurant, Bowling, Bar, Arcade & Redemption with department Managers, Assistant Managers, Shift Managers (Multiple / Cross job functions needed by the operation of the FEC facility)	Each department managers are responsible for various duties primarily on day to day operations and customer services . Managers are always ready to apply cross management of facilities and customer relations. All managers are responsible for food and beverage throughout the facility. Initial hiring recommendations, training and scheduling of floor and kitchen staff. Inventory control and analysis, customer service and troubleshooting. Analysis of day to day sales, Daily shift, management, and management report duties. Report to upper management in day to day operations, employee analysis, sale report, incident report, transactions reports, and recommendations for the business.
Office Admin Team - Accounting/bookkeeping - Web & Graphics - Marketing and Sales	Responsibilities include day to day operations of accounting, book keeping / record keeping, marketing and outside sales, event booking and coordination. Market research and analysis. Control all vendors, inventory control as well as purchase and returns of products. Coordinate company banking and payroll.

7. OPERATIONS STAFF REQUIRED:

DAYS	LUNCH	DINNER	TOTAL
Monday	7	13	20
Tuesday	7	13	20
Wednesday	7	16	23
Thursday	7	18	25
Friday	11	23	34
Saturday	14	24	38
Sunday	14	19	33
Above is a MINIMUM staff needed to maintain operation. It includes not include security staff, administrative or mnagers on Duty.			

8. OPERATIONS TEAM INCLUDES:

Cashiers	Hostess	Server	Cook
Line Cook	Prep Cook	Dish Washer	Servers
Runners	Bussers	Bartenders	Bar Back
Bowling Engineer	Bowling Lane Assist.	Steward	Cleaning Crew
Redemption	Security	Office Team	Management Team

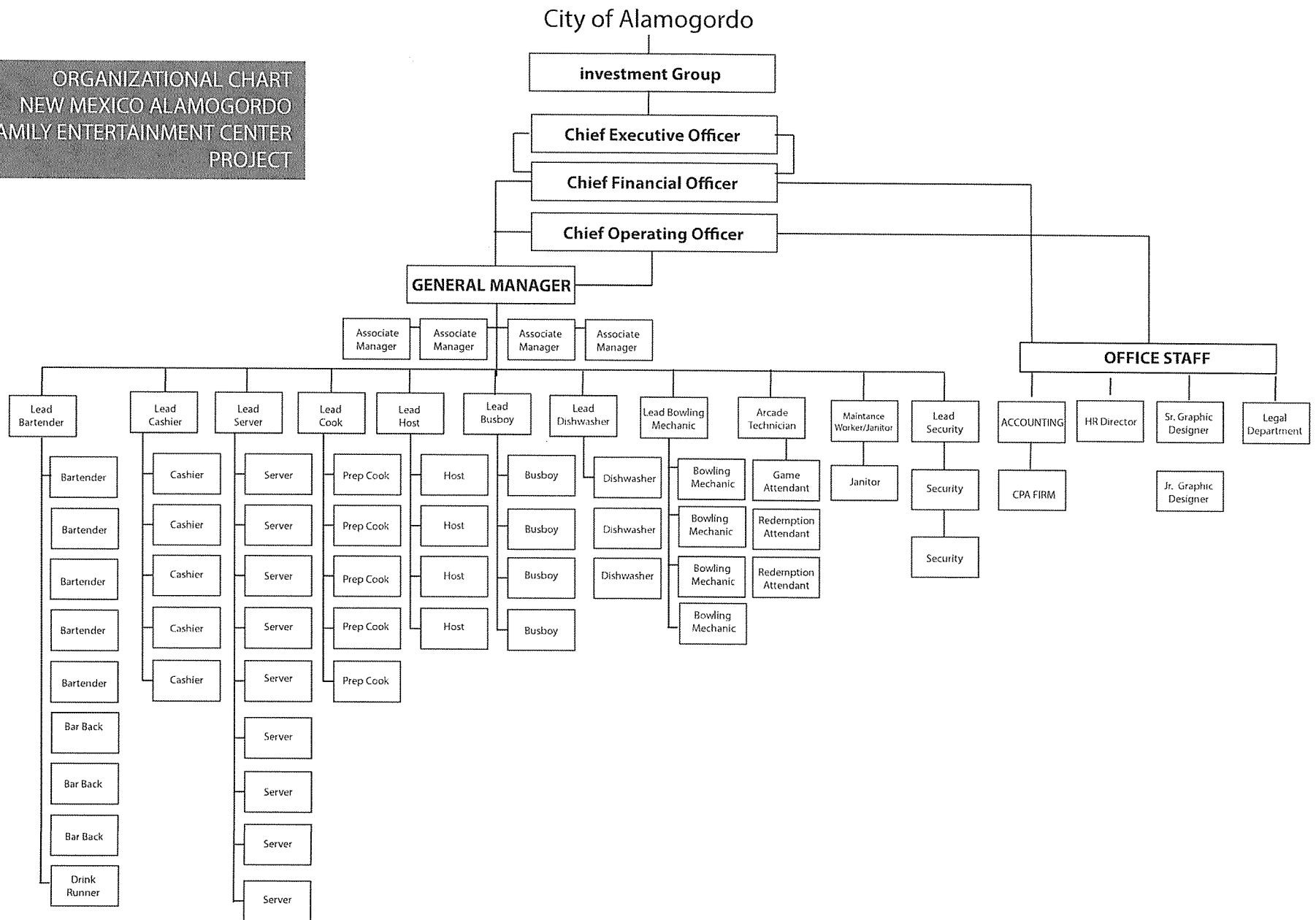
9. MARKETING:

- a. YOUNG ADULTS & Professionals (Events & Parties)
- b. Children & Teens, Families
- c. Corporate, Government & Associations GROUP
- d. Corporate Marketing
- e. Government Offices
- f. Various Associations
- g. Small Businesses
- h. Churches/Organizations
- i. Social Media Organizations

10. EVENT COORDINATION:

- a. Birthdays / Quinceañeras
- b. Corporate Events
- c. Holiday Special Events
- d. Social Events
- e. Youth Events
- f. Sporting Events
- g. Tournaments (Arcade/Bowling/Billiards)
- h. Theme Events
- i. Fund Raising / Charity Events

ORGANIZATIONAL CHART
NEW MEXICO ALAMOGORDO
FAMILY ENTERTAINMENT CENTER
PROJECT



ALAMOGORDO FAMILY ENTERTAINMENT CENTER PROJECTIONS

	YEAR ONE		YEAR TWO		YEAR THREE		YEAR FOUR		YEAR FIVE	
ORDINARY INCOME/EXPENSE										
INCOME										
SALES - FOOD	18.58%	\$ 130,060.00	18.58%	\$ 145,667.20	18.58%	\$ 163,147.26	18.58%	\$ 182,724.94	18.58%	\$ 204,651.93
TOTAL FOOD SALES		\$ 130,060.00		\$ 145,667.20		\$ 163,147.26		\$ 182,724.94		\$ 204,651.93
SALES - BEER	14.36%	\$ 100,520.00	14.36%	\$ 112,582.40	14.36%	\$ 126,092.29	14.36%	\$ 141,223.36	14.36%	\$ 158,170.17
SALES - LIQUOR	18.41%	\$ 128,870.00	18.41%	\$ 144,334.40	18.41%	\$ 161,654.53	18.41%	\$ 181,053.07	18.41%	\$ 202,779.44
SALES - WINE	0.68%	\$ 4,760.00	0.68%	\$ 5,331.20	0.68%	\$ 5,970.94	0.68%	\$ 6,687.46	0.68%	\$ 7,489.95
SALES - NON ALCOHOLIC	1.06%	\$ 7,420.00	1.06%	\$ 8,310.40	1.06%	\$ 9,307.65	1.06%	\$ 10,424.57	1.06%	\$ 11,675.51
TOTAL SALES BEVERAGE	34.51%	\$ 241,570.00	34.51%	\$ 270,558.40	34.51%	\$ 303,025.41	34.51%	\$ 339,388.46	34.51%	\$ 380,115.07
SALES - BOWLING	24.76%	\$ 173,320.00	24.76%	\$ 194,118.40	24.76%	\$ 217,412.61	24.76%	\$ 243,502.12	24.76%	\$ 272,722.38
SALES - BILLARDS	2.44%	\$ 17,080.00	2.44%	\$ 19,129.60	2.44%	\$ 21,425.15	2.44%	\$ 23,996.17	2.44%	\$ 26,875.71
SALES - GAME CARDS	6.34%	\$ 44,380.00	6.34%	\$ 49,705.60	6.34%	\$ 55,670.27	6.34%	\$ 62,350.70	6.34%	\$ 69,832.79
TOTAL GAME SALES	33.54%	\$ 234,780.00	33.54%	\$ 262,953.60	33.54%	\$ 294,508.03	33.54%	\$ 329,849.00	33.54%	\$ 369,430.88
SALES - NON REF. DEP.	0.13%	\$ 910.00	0.13%	\$ 1,019.20	0.13%	\$ 1,141.50	0.13%	\$ 1,278.48	0.13%	\$ 1,431.90
SALES - GIFT CARDS	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
SALES - VOID & COMP	4.03%	\$ 28,210.00	4.03%	\$ 31,595.20	4.03%	\$ 35,386.62	4.03%	\$ 39,633.02	4.03%	\$ 44,388.98
SALES - PHOTO	0.10%	\$ 700.00	0.10%	\$ 784.00	0.10%	\$ 878.08	0.10%	\$ 983.45	0.10%	\$ 1,101.46
SALES - EVENT	8.29%	\$ 58,030.00	8.29%	\$ 64,993.60	8.29%	\$ 72,792.83	8.29%	\$ 81,527.97	8.29%	\$ 91,311.33
SALES - OTHER	0.83%	\$ 5,810.00	0.83%	\$ 6,507.20	0.83%	\$ 7,288.06	0.83%	\$ 8,162.63	0.83%	\$ 9,142.15
TOTAL SALES OTHERS	13.38%	\$ 93,660.00	13.38%	\$ 104,899.20	13.38%	\$ 117,487.10	13.38%	\$ 131,585.56	13.38%	\$ 147,375.82
TOTAL GROSS INCOME	100.01%	\$ 700,000.00	100.01%	\$ 784,000.00	100.01%	\$ 878,080.00	100.01%	\$ 983,449.60	100.01%	\$ 1,101,463.55
COST OF GOODS SOLD										
COG - FOOD	35.00%	\$ 204,109.50	35.00%	\$ 230,496.00	35.00%	\$ 261,228.80	35.00%	\$ 292,576.26	35.00%	\$ 327,685.41
COG - BEER	28.00%	\$ 163,287.60	28.00%	\$ 184,396.80	28.00%	\$ 208,983.04	28.00%	\$ 234,061.00	28.00%	\$ 262,148.33
COG - LIQUOR	25.00%	\$ 145,792.50	25.00%	\$ 164,640.00	25.00%	\$ 186,592.00	25.00%	\$ 208,983.04	25.00%	\$ 234,061.00
COG - WINE	2.00%	\$ 11,663.40	2.00%	\$ 13,171.20	2.00%	\$ 14,927.36	2.00%	\$ 16,718.64	2.00%	\$ 18,724.88
COG - NON BEVERAGE	2.00%	\$ 11,663.40	2.00%	\$ 13,171.20	2.00%	\$ 14,927.36	2.00%	\$ 16,718.64	2.00%	\$ 18,724.88
TOTAL BEVERAGE		\$ 536,516.40		\$ 605,875.20		\$ 686,658.56		\$ 769,057.59		\$ 861,344.50
TOTAL ARCADE MATERIAL	8.00%	\$ 46,653.60	8.00%	\$ 52,684.80	8.00%	\$ 59,709.44	8.00%	\$ 66,874.57	8.00%	\$ 74,899.52
TOTAL COST OF GOODS	100.00%	\$ 116,830.00	100.00%	\$ 125,440.00	100.00%	\$ 131,712.00	100.00%	\$ 147,517.44	100.00%	\$ 165,219.53
TOTAL GROSS OPERATING INCOME		\$ 583,170.00		\$ 658,560.00		\$ 746,368.00		\$ 835,932.16		\$ 936,244.02
EXPENSE										
TOTAL SALARIES AND WAGES	40.00%	\$ 280,000.00	40.00%	\$ 313,600.00	38.00%	\$ 333,670.40	38.00%	\$ 373,710.85	37.00%	\$ 407,541.51
TOTAL OPERATION EXPENSES	12.75%	\$ 89,250.00	12.00%	\$ 94,080.00	12.00%	\$ 105,369.60	11.00%	\$ 108,179.46	10.00%	\$ 110,146.36
TOTAL UTILITIES	10.00%	\$ 70,000.00	9.00%	\$ 70,560.00	8.00%	\$ 70,246.40	7.50%	\$ 73,758.72	7.00%	\$ 77,102.45
TOTAL INSURANCES	9.50%	\$ 66,500.00	8.75%	\$ 68,600.00	8.00%	\$ 70,246.40	7.50%	\$ 73,758.72	7.00%	\$ 77,102.45
RENT	4.29%	\$ 30,030.00	3.83%	\$ 30,027.20	6.83%	\$ 60,014.57	6.30%	\$ 61,957.32	5.65%	\$ 62,232.69
TOTAL TAXES & LICENSE	5.00%	\$ 35,000.00	5.00%	\$ 39,200.00	5.00%	\$ 43,904.00	5.00%	\$ 49,172.48	5.00%	\$ 55,073.18
ADVERTISEMENT & PROMOTION	6.40%	\$ 44,800.00	5.75%	\$ 45,080.00	5.00%	\$ 43,904.00	5.00%	\$ 49,172.48	5.00%	\$ 55,073.18
SECURITY & ALARM	6.00%	\$ 42,000.00	5.40%	\$ 42,336.00	5.40%	\$ 47,416.32	5.20%	\$ 51,139.38	5.00%	\$ 55,073.18
TOTAL CREDIT CARD FEES	2.35%	\$ 16,450.00	2.35%	\$ 18,424.00	2.35%	\$ 20,634.88	2.35%	\$ 23,111.07	2.35%	\$ 25,884.39
TOTAL EXPENSES	96.29%	\$ 674,030.00	92.08%	\$ 721,907.20	90.58%	\$ 795,406.57	87.85%	\$ 863,960.47	84.00%	\$ 925,229.38
NET ORDINARY INCOME		\$ 674,030.00		\$ 721,907.20		\$ 795,406.57		\$ 863,960.47		\$ 925,229.38
DIFFERENCE IN SAVINGS	8%	\$ 56,000.00	4.84%	\$ 37,945.60	9.42%	\$ 82,715.14	12.15%	\$ 119,489.13	16.00%	\$ 176,234.17
TOTAL NOI	104.29%	\$ (34,860.00)	96.92%	\$ (25,401.60)	100.00%	\$ 33,676.56	100.00%	\$ 91,460.81	100.00%	\$ 187,248.80
APPROXIMATE RENT		\$ 2,502.50		\$ 2,502.27		\$ 5,001.21		\$ 5,163.11		\$ 5,186.06
		\$ (120,000.00)		\$ (120,000.00)		\$ (120,000.00)		\$ (120,000.00)		\$ (120,000.00)
		\$ (154,860.00)		\$ (145,401.60)		\$ (86,323.44)		\$ (28,539.19)		\$ 67,248.80

* ADDITIONAL EQUIPMENT PURCHASES CAN RANGE FROM \$ 500,000 TO \$ 1,000,000. Initial Operating Capital plus Arcade and Redemption Games in purchase or lease price. Annual Payment can range from \$ 120,000 to \$ 180,000

**LEASE PROPOSAL by Stardust Lanes, LLC
For Alamogordo Family Entertainment Center Project**

June 10, 2016

City of Alamogordo
1376 East 9th Street
Alamogordo, New Mexico 88310

RE: Lease proposal for Alamogordo Family Entertainment Center

To whom it may concern:

This is letter of intent to negotiate for the new lease terms. The terms are not comprehensive and expect additional terms will be incorporated into a formal Lease agreement. In the event that this counter offer is not accepted on or prior to July 15, 2016 (FRIDAY), this agreement shall be declared null and void, and neither party shall have any liability to the other. Below are the basic terms and conditions by which the property owner would structure an agreement. *All procedures will take effect after acceptance of this offer and ratification of the Lease Agreement.* Basic terms are as follows:

1. LANDLORD: City of Alamogordo (herein after known as "Landlord")
2. TENANT: Stardust Lanes, LLC (herein after known as "Tenant")
Business Name to be Determined
3. Premises: Future Alamogordo Family Entertainment Center Site,
address to be determined (herein after known as "Lease
Premises")
4. Units: Suite 100
5. GLA Space: Approximately 38,660 sq. ft. of Gross Leasable Area
3.6 Acre or 156,880 sq. ft. of Land Site
6. USE of Premises: Family Entertainment Center consists of
24 Lane Bowling, Amusement Arcades, Billiard, laser tag,
Darts, Karaoke, Event Facility, and Family Restaurant with
Sports Bar with permitted dancing or live entertainment
With Full Liquor and Beer on premise sale License
7. LEASE TERM: 10 Year / 120 Months with Lease terms effective from the
date of Grand Opening as a starting date (Construction Term
will be negotiated)

8. Optional Term: Two (2) Ten (10) Year optional term of which rent payment will be negotiated by and between City of Alamogordo and Stardust Lanes, LLC Twelve (12) months prior to when option is exercised. (Due to the nature of the business, market rate is not applicable in this lease. If comparison is made, it should be made similar like City, Location, Population, Business Type, Concept type, and other data utilized as comparable market.)
9. Base Rent: Rent abatement during Construction Timeline
Rent abatement for first 60 months
Monthly Rent Payment will be effective after Grand Opening
Year 1 to 5 at \$ 2,500 per Month NNN Lease
Year 5 to 6.5 at \$ 3,500 Per Month NNN Lease
Year 6.6 to 8 at \$ 4,500 Per Month NNN Lease
Year 8 to 10 at \$ 5,000 Per Month NNN Lease
Year 11 Optional Lease Terms in Paragraph # 8
- Parking lot maintenance by the City of Alamogordo after 2 years (Parking Lot Cleaning will be responsible by the Tenant).
- RENT shall be due by the 10th of each month.
10. **Rent Increase** **NEGOTIABLE**
11. Security Deposit: \$ 10,000 (Ten Thousand Dollars)
13. Lease Commencement Date: September 15, 2019 Approximately (Final Commencement Date to be determined. Commencement Date Starting on the Date of the Grand Opening)
14. Utilities: Tenant shall be responsible to pay for all utility separately metered
15. Property Tax Included in Base Rent
16. Property Insurances Included in Base Rent
17. Business Insurance Tenant shall be responsible for Business Insurance
18. Financial Books and Records Property of the Tenant
19. Management Operations and Management will be handled strictly by Stardust Lanes, LLC and or its affiliated company. There will be no outside influence by the City of Alamogordo nor Landlord.
20. Maintenance, Repair and Upkeep Tenant shall be responsible for all maintenance of the building and business except for the parking after the first Two (2) years. After Two (2) years, City of Alamogordo will be responsible for maintenance of the parking. Stardust Lanes, LLC will be responsible for cleaning.

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|--|---|
| 21. Improvements | All major improvement including building structure, land, and major electrical or plumbing will require approval from City of Alamogordo. |
| 22. Security | Tenant shall be responsible for security on premises with assistance from City of Alamogordo Police Department |
| 23. Operating Hours | Sunday till Thursday 11 a.m. to 11 p.m.
Friday and Saturday 11 a.m. to 12 a.m.
Hours of operation may change which will allow the business to extend hours as needed. |
| 24. Landscape | Tenant shall be responsible for maintenance and upkeep |
| 25. Contracts and Agreement | As agreed to and signed by tenant and owner |
| 26. Subletting or Assignment | Subletting or assignment of the lease shall require prior written consent of the landlord except for sub rent assignment related to operations of amusement arcade or event buy outs (if any) for the business related sales. |
| 27. Option to Terminate the Lease | Tenant shall have the option to terminate the lease within first Five (5) years of initial operations back to City of Alamogordo if the local economy cannot sustain financial operation of the New Family Entertainment Center. Notice must be given Six (6) month prior to the date of the option agreed by the both parties. At the time of the termination, City at then can hire management company to operate the facility release all lease obligations to Stardust Lanes, LLC and its members. At the time of Termination, all properties and or furniture, fixture, and equipment belongs to Stardust Lanes and or leased by Stardust will be released to the Tenant and or will be negotiated at fair market value which will be paid back to the Tenant upon acceptance by both parties. |
| 28. Option to Purchase the Property and the Business | Tenant shall have the option to purchase the property and business with terms negotiated by and between both parties. Tenant shall be given first right of refusal to purchase. |
| 29. Tenant Requirement 1 | City of Alamogordo shall not discuss any sales of the business or property without consulting with the Tenant. If City of Alamogordo fails to comply, this clause is subject to liquidated damages in the amount of the Sale price of the business and or property. |
| 30. Tenant Requirement 2 | City of Alamogordo shall give Tenant Exclusive Rights for Family Entertainment Center, Bowling Alley, laser tag and Amusement Arcade other than current existing businesses. |

- | | |
|--------------------------|---|
| 30. Tenant Requirement 2 | City of Alamogordo shall give Tenant Exclusive Rights for Family Entertainment Center, Bowling Alley, laser tag and Amusement Arcade other than current existing businesses. |
| 31. Tenant Requirement 3 | City of Alamogordo shall provide public transportation or community bus access near the facility |
| 32. Tenant Requirement 4 | City of Alamogordo shall not interfere in day to day decision making as well as pricing standards set by the management or operations. Business shall be responsible by the Tenant and its management affiliate. City of Alamogordo acknowledges that the family entertainment center development project is based on business lease and will treat Stardust Lanes, LLC and or approved business operator to be classified as a Tenant; as City of Alamogordo is the sole owner of the property and classified as Landlord. |

All other terms and conditions of the lease are subject to mutual agreement in writing by Landlord and the Tenant if not specifically covered herein.

By signing below, both the Tenant and the Landlord agrees all the terms and conditions written above in this counter offer letter and confirm copy and receipt.

AGREED AND ACCEPTED: TENANT

AGREED AND ACCEPTED: LANDLORD

Signature:

Title:

Date:

Signature:

Title:

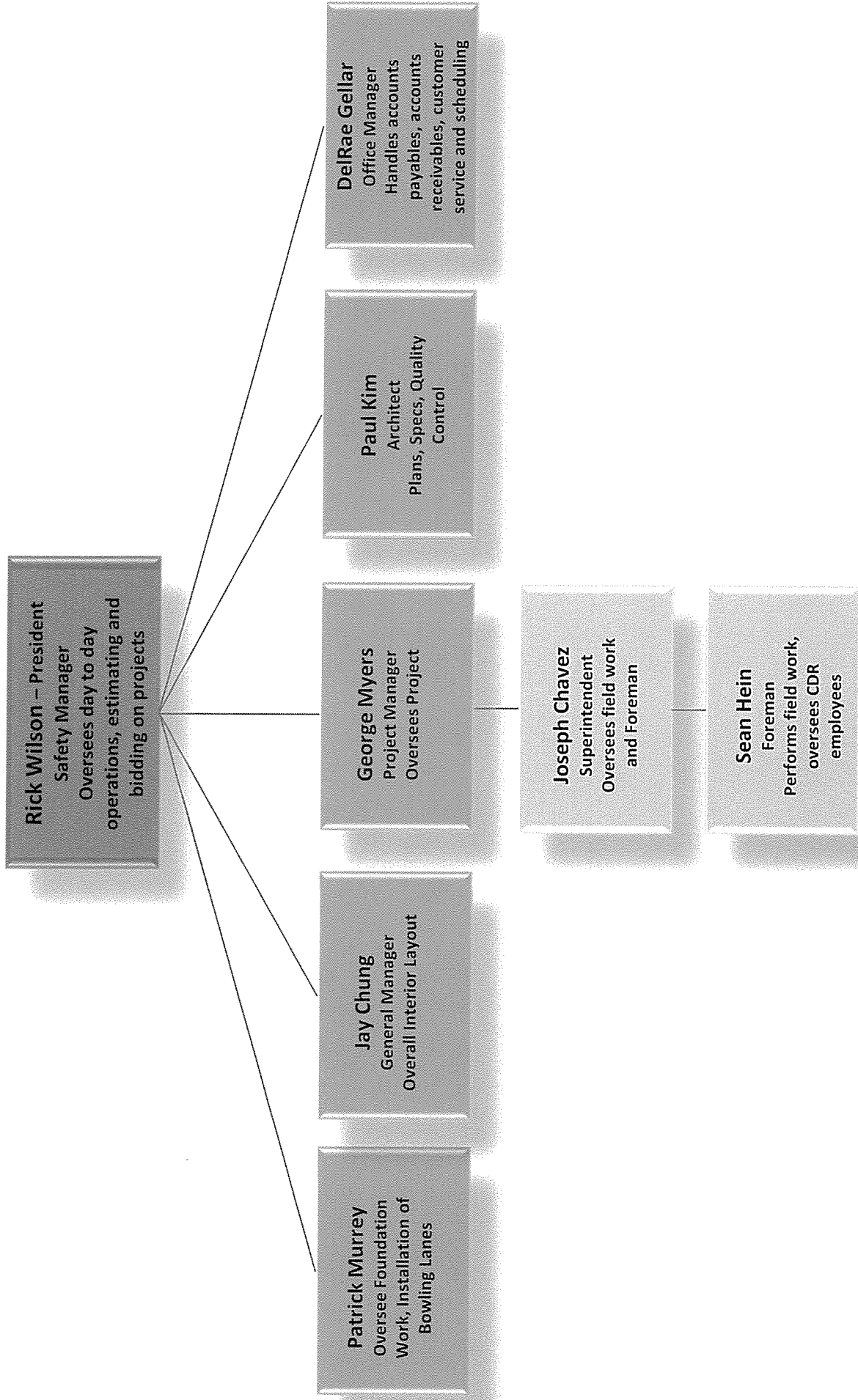
Date:

Lease Addendum

The construction cost on our proposed building will be \$6,660,416.00. Due to projected construction cost, Stardust Lanes LLC will have to provide additional funding for the turn key project the city is seeking. Due to costs Stardust Lanes, LLC Lease and Maintenance Agreement seeks relief from lease payments for the first 5 years on the proposed lease in the amount of \$2,500.00 per month. This provides Stardust Lanes, LLC with approximately \$92,000.00 per year to cover shortfall in building costs.

\$461,000.00 is represented on Exhibit C-3 Furnishings Matrix under "Omitted Furnishings". Although stated as "Omitted" it is included in the total price.

ORGANIZATIONAL CHART



Design Professionals Exhibit

PURPOSE OF DOCUMENT:	List the Design Professionals committed to the Project by the Proposer.
CROSS-REFERENCE TO FACILITIES MANUAL:	None
CONTENTS:	Design Professionals Exhibit
FOR USE WITH:	Design Build Agreement Alamogordo Family Fun Center

EXHIBIT

DESIGN PROFESSIONALS

ARCHITECT- PLA DESIGN (PAUL S. LEE)

O5 ARCHITECTS (WAHEED B. OROYINYIN)

STRUCTURAL ENGINEER- SMITH ENGINEERING (DOUGLAS B. REEVES)

CIVIL ENGINEER- SMITH ENGINEERING (FRANCISCO URUETA)

MECHANICAL ENGINEER- RBM ENGINEERING, INC. (BRYAN R. MORRIS)

ELECTRICAL ENGINEER- RBM ENGINEERING, INC. (ROBERT H. BEASLEY)

LANDSCAPE ARCHITECT- LISA MCNELIS

SPECIFICATIONS WRITER- PLA DESIGN (PAUL S. LEE)

SPECIALTY CONSULTANTS – X LANES (JAY CHUN)

Project Name: ALAMOGORDO FAMILY FUN CENTER

EXPANDED LIST OF SUBCONTRACTORS

Provide in the spaces below:

- (a) Phase of work, (as defined in exhibits),
- (b) The portion of the work which will be done by each subcontractor, the Design Builder shall list only one subcontractor for each such portion,
- (c) The name of each subcontractor who will perform work or labor or render service to the Design Builder in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Design Builder, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the Design Builder's total bid,
- (d) Type of license,
- (e) Verified license number,
- (f) Location of the place of business (full street address, city, state and zip code).
- (g) Subcontractors Highlighted in yellow represent local bidders

Phase (a)	Portion of the Work Activity (b)	Subcontractor Information				
		Full Name (c)	Type of License (d)	Verified License No. (e)	Street Address (f)	City, State, Zip Code (f)
2	HVAC	BASIN AIR, INC.	MM98	84301	1223 OREGON AVE.	ALAMOGORDO, NM 88310
2	ELECTRICAL	SERVICE ELECTRIC CO, INC.	EE-98 EL-01	10125	P.O. BOX 6006	ALBUQUERQUE, NM 87107
2	SLAB FOUNDATION, BLOCK WORK, METAL BUILDING ERECTION	AMERICAN TRADITION CONSTRUCTION	GB98	89410	40 COTTON	ALAMOGORDO, NM 88310
2	FIRE SPRINKLER	DIMAR SYSTEMS	MF-12	53427	1581 TECOLOTE TRAIL	LAS CRUCES, NM 88012
2	PLUMBING	DARNOLD PLUMBING	MM98 MM01 GF-9	379434	P.O. BOX 2335	ALAMOGORDO, NM 88311
2	PAINTING	MERAZ PAINTING	GS-18	052797	1001 W. PICACHO AVE.	LAS CRUCES, NM 88005
2	SPECIALTY WORK	MURREY INTERNATIONAL			14150 S. FIGUEROA ST.	LOS ANGELES, CA 90061

Project Name: ALAMOGORDO FAMILY FUN CENTER

EXPANDED LIST OF SUBCONTRACTORS

Provide in the spaces below:

- (a) Phase of work, (as defined in exhibits),
- (b) The portion of the work which will be done by each subcontractor, the Design Builder shall list only one subcontractor for each such portion,
- (c) The name of each subcontractor who will perform work or labor or render service to the Design Builder in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Design Builder, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the Design Builder's total bid,
- (d) Type of license,
- (e) Verified license number,
- (f) Location of the place of business (full street address, city, state and zip code).
- (g) Subcontractors highlighted in yellow represent local bidders

Phase (a)	Portion of the Work Activity (b)	Subcontractor Information				
		Full Name (c)	Type of License (d)	Verified License No. (e)	Street Address (f)	City, State, Zip Code (f)
2	FLOORING	DOMINGUEZ CARPET ONE	GS03 GS12	53897	1000 CERRILLOS RD.	SANTA FE, NM 87505
2	SITE WORK/ PAVING	MESA VERDE INC.	GB98	2967	396 LA LUZ GATE RD.	ALAMOGORDO, NM 88310
2	DRYWALL	SOUTHWEST DRYWALL	GS07	23726	1320 INDIANA	ALAMOGORDO, NM 88310
2	GLASS WORK	ALAMO PAINT & GLASS	GB98	9796	1013 OREGON AVE.	ALAMOGORDO, NM 88310
2	STUCCO	G.M. BUILDERS	GB98	93077	6051 CALLE PICO GEMELO	LAS CRUCES, NM 88012
2	UTILITIES	LANE PLUMBING	GB98 MM98 GF-09	52204	1229 OREGON AVE.	ALAMOGORDO, NM 88310
2	LANDSCAPING FINISH WORK	CDR CONSTRUCTION, INC.	GB98	22806	1219 OREGON AVE.	ALAMOGORDO, NM 88310

O5 ARCHITECTS

ARCHITECT OF RECORD

Waheed B. Oroyinyin, RA., NCARB.

Education:

B.Arch., University of Oklahoma, Architecture (1988)

Registration:

Architectural Registration: NM #4766, TX #22546, FL #AR95959

Membership and Affiliation:

NCARB Certified #68026

Architectural Technology Advisory Committee – Dona Ana Community College, Las Cruces, New Mexico.

Mr. Waheed Oroyinyin is the Principal at O5 architects and has been in architectural practice for over 26 years. His experience ranges from small buildings renovation to multi-million dollar commercial projects. He had worked for several award winning Architectural firms in California and was a Design Principal in an architectural firm before moving to Las Cruces, New Mexico in 2002. He joined Steve Newby Architects and Associates in 2002 as a Project Manager and Designer. One of Mr. Oroyinyin earlier project (Bank of the West Plaza) at SNAA won the Southwest Contractor "Best in Tilt-up Concrete Design" in 2006. Other distinct projects completed at SNAA are Ruidoso Convention Center (exterior and interior remodel), Villa Esperanza Condominium, Aldershot of New Mexico office, State of New Mexico Environment Department in Las Cruces. Mr. Oroyinyin also worked for a construction company earlier in his career and developed knowledge of construction trade.

O5 Architects was established in 2009 and it provides professional architectural and planning services. Project types include commercial, medical clinic, banks, recreation, custom homes, apartments and renovations and remodeling.

Mr. Oroyinyin will be Project Architect of record and coordination of consultants and construction Administration on this project.







DOUGLAS B. REEVES, PE



INTRODUCTION:

Mr. Reeves joined Smith Engineering Company in 2015. As Vice President/Structural Team Leader, he oversees all structural projects in the firm. Doug has over 20 years experience in structural engineering and construction. His experience includes the design of office buildings, schools, churches, apartments, hotels, parking garages, recreation centers, retaining walls, foundations, and structural repairs. Mr. Reeves has extensive experience in construction observation and inspection, and regularly interacts with architects, general and sub-contractors, and the rest of the design team, as necessary, during the design and construction phases of a project.

EDUCATION:

BS Civil Engineering, University of Texas,
Arlington, 1997

REGISTRATIONS:

Texas Professional Engineer No. 99193
New Mexico Professional Engineer No. 23053
Arizona Professional Engineer No. 60567

PROFESSIONAL ORGANIZATIONS:

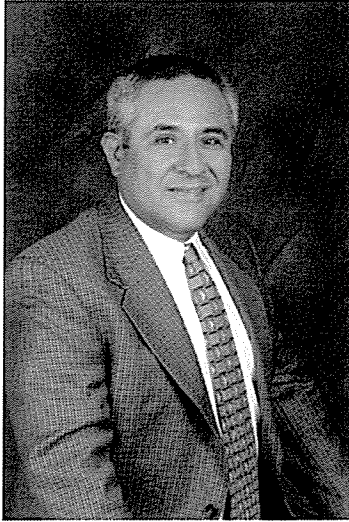
American Society of Civil Engineers
Structural Engineers Association of Texas
American Institute of Steel Construction
American Concrete Institute
Texas Society of Professional Engineers

RELATED EXPERIENCE:

- Structural engineering and project management for an architectural "building envelope" firm
- Managed various forensic investigations and litigation projects.
- Examined structures at risk of collapse and performed structural design/analysis to recommend structural improvements.
- Registered Windstorm Inspector per TDI
- Performed engineering analysis and design calculations for steel structures/assemblies submittals
- Inspected and prepared reports on distressed foundations from expansive soil related movement

Recent Project Experience

- Tornado hardening project for Philip Morris in Richmond Virginia to improve wind resistance for windows, man doors, rolling doors, and louvers and their associated frames and hardware.
- Structural concrete repairs and 2-level ramp replacement at 21 Turtle Creek, Dallas Texas
- Savoye One Parking Garage concrete repairs and drainage modifications, Addison, Texas
- Parking Garage Assessment and Evaluation - Love Field, Dallas, Texas



INTRODUCTION:

Mr. Urueta has 34 years of civil engineering experience. He has been responsible for project coordination, consultant coordination, studies, budget development and implementation, funding requests, and design of a wide variety of municipal infrastructure facilities. He has been Project Manager and design engineer for projects from commercial/institutional site design to multi-million infrastructure construction projects. These projects have included streets, highways, drainage, solid waste transfer, landfills, water systems, sewer systems, and land development. Work included studies and reports, the application for funding, design surveys, preparation of construction drawings and contract documents, contract administration, construction observation; preparation of record drawings, tabulation of final quantities, and preparation of project documentation funding reimbursement. He has conducted and supervised Erosion and Sedimentation Control Plans and SWPPPs for projects associated with private and public developments. He is knowledgeable in the requirements of NPDES, FEMA, CWA and USACE.

EDUCATION:

BS Civil Engineering, Universidad Autónoma de Cd. Juárez, 1981

PROFESSIONAL ORGANIZATIONS:

American Society of Professional Engineers
American Council of Engineering Companies
International Erosion Control Association (IECA)
American Water Works Association

REGISTRATIONS:

New Mexico Professional Engineer No. 19943
Arizona Professional Engineer No. 50852
Texas Professional Engineer No. 99473
Professional Engineer in Mexico No. 885592
Certified CPESC Instructor
CPESC No. 4595
NCEES Record No. 38199

RELATED EXPERIENCE:

Mr. Urueta has worked as Project Manager for the following:

- Water and Wastewater distribution and collection systems
- Land Development: Commercial/Institutional, Industrial, Subdivisions
- NMDOT/OKDOT/AZDOT & Municipal Roadway Construction Projects
- Drainage Reports and Construction Projects
- Construction Management Services / Project Management
- Quality Assurance/Quality Control
- 404 Permits
- NPDES / SWPPP preparation, compliance, permitting & inspection

RBM ENGINEERING, INC. - Personnel Resume

NAME & TITLE:

Bryan R. Morris, P.E. – President, Principal Electrical Engineer

EDUCATION:

1982 BSEE - University of Texas at El Paso

P.E. REGISTRATION:

P.E. Registration (1987): Texas #60714

P.E. Registration (2010): New Mexico #20195

P.E. Registration (2011): Arizona #52304

PROFESSIONAL ORGANIZATIONS:

National Fire Protection Association Member (NFPA)

Texas Society of Professional Engineers (TSPE)

Former Board of Directors, El Paso Chapter

National Society of Professional Engineers (NSPE)

CONTINUING EDUCATION:

Bussman - Overcurrent Protection Seminar

TSPE - Total Quality Management

ITC - The K-Factor Story

Lumark Lighting Plant Tour

Lithonia Lighting Plant Tour

16th Annual Architects & Engineers Conference

Targeting Federal Agencies

WORK EXPERIENCE:

Bryan R. Morris is a native El Pasoan and a 1982 graduate from The University of Texas at El Paso (UTEP) with a Bachelor of Science degree in Electrical Engineering. Out of college, Bryan worked for 2-1/2 years with Brown & Root, Inc. of Houston, Texas, a Fortune 500 Engineering and Construction Firm. Two years of the engagement were as a field electrical engineer at Comanche Peak, a nuclear power plant southwest of Ft. Worth, Texas. Bryan returned to El Paso in 1985 to work for a consulting engineering firm. He is a registered Professional Engineer (P.E.) in Texas. Bryan has dealt with all aspects of the consulting engineering business, from project management, to coordinating with the owner, utilities, and other design professionals. Additional experience he has is in studies of facility electrical distribution systems, facility surveys and reports and teaching a lighting course at a vocational school.

1982-1985	Brown & Root, Inc. Houston, Texas Field Electrical Engineer	1992-1993	Coupland-Moran Engineers, Inc., El Paso, Texas Senior Electrical Engineer
1985-1986	Walt Toothman El Paso, Texas Consulting Engineer/Engineer-in-Training	1993-Present	RBM Engineering, Inc. El Paso, Texas President Senior Electrical Engineer
1986-1992	Morris, Toothman & Associates El Paso, Texas Sole Proprietor/Electrical Engineer		

RBM ENGINEERING, INC. - Personnel Resume

NAME & TITLE:

Robert H. Beasley, P.E. - Vice President, Principal Mechanical Engineer

EDUCATION:

1982 BSME - Texas A & M University – College Station, Texas

P.E. REGISTRATION:

P.E. Registration: Texas #64267

P.E. Registration: New Mexico #10531

P.E. Registration: Arizona #32072

PROFESSIONAL ORGANIZATIONS:

American Society of Heating, Refrigerating and Air
Conditioning Engineers (ASHRAE)

National Fire Protection Association (NFPA)

CONTINUING EDUCATION:

Engineering Ethics

ASHRAE Professional Development Seminars:

- Thermal Storage Systems

- HVAC Temperature Control Systems

- Energy Analysis of Building Systems

- Testing and Balancing of HVAC Systems

National Fire Protection Association (NFPA):

- Fire Sprinkler Systems

- Fire Alarm Systems

Design, Inspection and Testing of Automatic Fire Protection Systems

LEED:

USGBC v2.2 New Construction

USGBC 2009 New Construction and Major Renovation

WORK EXPERIENCE:

Robert Beasley is a 1982 graduate from Texas A & M University. He was a Project Manager/Design Engineer for 9-1/2 years with Fluid Systems, Inc. in El Paso, Texas. Mr. Beasley has been involved in the design and production of plans and specifications for a wide variety of plumbing and heating, ventilating and air conditioning systems. His work has included all aspects of project management, including coordination with other design professionals and various utility companies. Project experience includes engineering studies, as well as the preparation of construction documents for education facilities, hospitals, office buildings and industrial facilities.

1983-1992 Fluid Systems, Inc.

El Paso, Texas

Project Manager/Design Engineer

1992-1993 Coupland-Moran Engineers

El Paso, Texas

Senior Mechanical Engineer

1993-Present RBM Engineering, Inc.

El Paso, Texas

Vice-President - Principal Mechanical Engineer

Lisa McNelis Landscape Architect

Education:

Bachelor of Science
Landscape Architecture from Texas A&M University

Registration:

Registered Landscape Architect, Texas #1136
Registered Landscape Architect, New Mexico #314
Texas Licensed Irrigator #8947
WaterSense Certified Landscape Irrigation Auditor 2013

As a recipient of the Dona Ana Arts Council "Art in Public Places Award", Lisa McNelis attempts to integrate art into the landscape with many of her projects. She has over 31 years experience of designing landscapes in Texas and New Mexico and has formed an interest in the native plants of the southwest. As a certified water auditor she combines her knowledge of these interests to create water efficient and beautiful landscape designs.

Projects include:

MVRDA 911 Call Center, Las Cruces, New Mexico

Luna County Sixth Judicial Courthouse Annex, Deming, New Mexico

UTEP Academic Services Building, El Paso, Texas

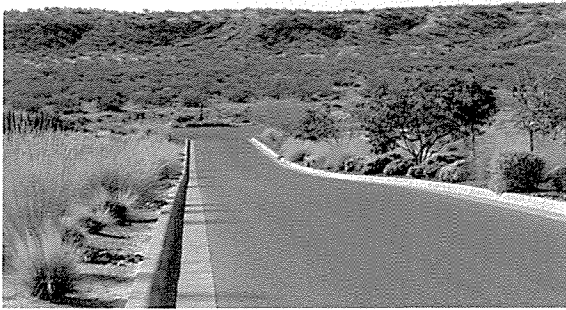
Sandstone Ranch Park, El Paso, Texas

Lohman Bridge Aesthetics and Interchange Landscaping, Las Cruces, New Mexico

Holiday Inn Express in Artesia, New Mexico

Landscape and Irrigation for three mile extension of Eastlake Blvd., Horizon City, Texas

Master Plan for Argal Park, El Paso, Texas



**Alamogordo Family Entertainment Center Project
Request for Proposals**

DESIGN TEAM PAST PERFORMANCES

GENERAL CONTRACTOR

CDR Construction, Inc.
1219 Oregon Ave.
Alamogordo, NM 88310

1. Atlantic Park housing development consisted of 125 housing units that were developed and constructed by CDR Construction, Inc. The contract amount on the development was \$31,250,000.00.
2. Lea County Fairgrounds
3. Hobbs Public Library
4. Humble Park Pool City of Hobbs
5. Health Net Federal Services

DESIGN TEAM- LIMITED MEMBER

Murrey International Bowling
14150 S. Figueroa St.
Los Angeles, CA 90061

1. Gator Bowling Alley 24 Lanes completed July 2015- \$1,280,000.00
 2. Little Tokyo Entertainment 24 lanes (54,000 sqft)- \$1,125,000.00
- They also have numerous other projects of the same magnitude

CONSULTING ARCHITECT

PLA Designs, Inc.
3435 Wilshire Blvd.
Los Angeles, CA 90061

1. Little Tokyo Bowling Alley 24 Lanes (54,000 sqft) \$1,125,000.00
 2. Towne Shopping Center (81,000 sq ft)
- They also have numerous other projects of the same magnitude

MANAGEMENT TEAM

X Lanes
333 Alameda St. #300
Los Angeles, CA 90013

Jay and Moses Chun have extensive experience in the food service industry and have worked directly in the past with PLA Design Architects in the development of X Lanes Bowling Alley in Los Angeles.

ARCHITECT OF RECORD- Waheed Oroyinyin, See Résumé

PL

- ▣ Paul S. Lee, Ji H. Park President, AIA

- ▣ Education

- ▣ 1989 Los Angeles City College, AA of Architecture
- ▣ 1994 California State Polytechnic University, Pomona, BA of Architecture

- ▣ Experiences/Projects

- ▣ 2009 – Present P.L.A, Principal

- ▣ Los Angeles / Little Tokyo Bowling Alley (54,000 s.f.), Los Angeles / Plastic surgery center (1,700 s.f.),
- ▣ Desert Hot Springs / YK. SPA (13,000 s.f. Spa),
- ▣ Los Angeles / Buyers Mart Food Court (12,000s.f. Food Court), UD-Dental Group Western(4,000s.f)/Fullerton(9,200s.f.)

- ▣ 2003 –2009 MAI Architects, Project Director

- ▣ Los Angeles Fashion Center (500,000 s.f. Commercial Condo.) / Yucca center (46,000 s.f. Shopping Center), Lancaster

- ▣ Towne shopping center (81,000 s.f. Shopping Center), Los Angeles/ Hana Financial (25,000 s.f. TI), Los Angeles
- ▣ Pico shopping center (42,000 s.f. Shopping Center), Los Angeles / Buyers Mart (62,000 s.f. Shopping Center),
- ▣ Stanford Regency Plaza (350,000 s.f. Shopping Center) Los Angeles / Western Plaza (190,000 s.f. Shopping Center),
- ▣ Los Angeles / Huntington Plaza (8,000 s.f. Shopping Center),

- ▣ 2002-2003 P.L.A, Principal

- ▣ Medical Bldg. (10,000 s.f.; T.I.), Anaheim / J E I (3,500 s.f.; T.I.) / Art Box (2,700 s.f.; T.I.) /
- ▣ Arcadia Bakery Shop (2,400 s.f.; T.I.) / NorwalkToy Shop (1,900 s.f.; T.I.), Los Angeles /
- ▣ Ark Sushi King (3,000 s.f.), Santa Monica / 35 other jobs1995-1998 HELLMUTH, OBATA + KASABAUM, INC.,
- ▣ Designer/Job Captain Lenar (5 Stories Office Tower , 100,000 s.f.), Irvine / Legoland (Theme Park), Calsbad /
- ▣ San Diego Cox Communications (2 Stories Office Building, 200.000 s.f.; Interior T.I. and Parking Layout), Rancho
- ▣ Santa
- ▣ Toyota Hamilton (2 Floors Office Building, 134,500 s.f.; T.I.), Torrance / Rockwell (3 Floors Office Building, 70,000 s.f.
- ▣ Nissan Headquater, (2 Floors Office Bldg. T.I.), Torrance / Kun Kuk University Medical Center, Korea 1995-1995 HAK
- ▣ SIK SON, AIA. Responsibilities: Presentation, Schematic Design, Design Development, Construction Documents,
- ▣ Technical Coordinating Wilton Elementary School (3 Stories Type V), Los Angeles, CA Office Tower, Seoul, Korea /
- ▣ Daewoo Dormitory, Seoul Korea / Sungnam City Cultural Center, Sungnam, Korea / Youngsan Public Park, Seoul,

- ▣ Korea

- ▣ 1994-1994 EAWES ARCHITECTURE

- ▣ Responsibilities: Working Drawing, Technical Coordinating, Model Making
- ▣ Younsei University Medical Center, Seoul, Korea

- ▣ Awards

- ▣ 1993 Honorable Mention for Healthcare Design from HMC
- ▣ 1993 Honorable Mention for Urban High-Rise Design from
- ▣ A.C. Martin & Associates

Murrey Bowling Equipment Manufacturing

Murrey International, Inc.
14150 South Figueroa Street
Los Angeles, CA 90061

PHONE: (310) 532-6091
FAX: (310) 217-0504

California General Contractors License Number 308758

Family owned and operated since 1938
Patrick Murrey - President
Larry Murrey - Vice-President
Ted Murrey - Secretary Treasurer

Murrey International is one of the world's leading manufacturers of USBC sanctioned and approved bowling equipment.

First established in 1938, Murrey's original founders included Henry J. Murrey and his three sons, Gordon, Howard, and James. They were all innovators, master craftsmen, and true entrepreneurs. They believed the key for long-term growth and success of their company was to simply manufacture the world's finest quality capital bowling equipment at competitive price levels.

Today, over 77 years later, Murrey Bowling continues to be 100% family owned and operated. All of our employees still faithfully maintain that original commitment for manufacturing excellence first established by our original founders.

Murrey International is an approved AFNAF Federal Government contractor for the United States Army, Navy, Marines, and Air Force.

Murrey International provides complete delivery and installation of Bowling Equipment anywhere in the world.

CURRENT COMMERCIAL PROJECTS – WORK IN PROGRESS

Gator Lanes – Harvey, Louisiana

Construction of a new 20 lane complete bowling center - \$1,280,000 – Estimated completion 7/15

Lakesquare Mall – Leesburg, Florida

Construction of 24 Lane complete bowling center (used Equipment) - \$450,000 – Estimated completion 8/15

University of Florida – Gainesville, Florida

Modernization of bowling lanes with new Murrey synthetic lanes - \$90,000.00 – Estimated completion 6/15

Country Club Lanes – Elkhart, Indiana

Modernization of bowling lanes with Murrey synthetic lanes - \$130,000.00

Porterville Lanes – Porterville, California

Modernization of bowling lanes with new Murrey synthetic lanes - \$96,000 – Estimated completion 6/15

Tomaro Construction and Design – Manhattan Beach, California

Private Residence custom 2 lane installation - \$160,000 – Estimated completion 10/2015

Bam Luxury Builders – Beverly Hills, California

Private residence custom 4 lane installation - \$320,000 – Estimated completion 12/15

Liveoak Entertainment – Solvang, California

Construction of a new 16 lane complete bowling center - \$720,000 – Estimated completion 12/15

MURREY COMPLETED NEW CONSTRUCTION AND MODERNIZATION PROJECTS

Pins Bowling Center – Granbury, Texas

Modernization of a 24 lane bowling center - \$468,000 – Completed January 2015

Eielson Air Force Base – Anchorage, Alaska

Modernization of a 40 lanes bowling center for United States Air Force - \$350,000 – Completed December 2014

Little Tokyo Entertainment, LLC – Xlanes – Los Angeles, California

New construction of a complete 24 lane bowling center - \$1,125,000 – completed July 2013

Viejas Indian Casino – Viejas Bowl – Alpine, California

New Construction of a 12 lane complete bowling center - \$590,000 – Completed August 2012

GOOGLE, Inc. – Mountainview, California

New Construction of a 4 lane GOOGLE employee bowling center - \$330,000 – Completed September 2011

Vandenberg Air Force Base – Ventura, California

Modernization of 18 lane bowling center - \$260,000 – Completed May 2012

ARAMCO Oil Company – Daharan, Saudi Arabia

Modernization of a 12 lane bowling center for employees - \$480,000 – Completed January 2013

Spring Hill Lanes – Springhill, Florida

Modernization of a 40 lane bowling center - \$235,000 – Completed August 2014

Food and Fun LLC – Baton Rouge, Louisiana

New construction of a 12 lane bowling center - \$530,000 – Completed October 2012

Classic Lanes – Daly City, California

Modernization of a 60 lane bowling center - \$298,000 – Completed August 2013

Mission Bowling Club – San Francisco, California

New construction of boutique 6 lane bowling center - \$300,000 – Completed January 2012

Marine Corps Air Station – Cherry Point, North Carolina

Modernization of 24 lanes bowling center – \$435,000 – Completed June 2009

Pinheads Bowling Center – Silver Star Ski Resort, Canada

New construction of custom 6 lane bowling center - \$300,000 – completed September 2012

The Underground Bowl – Lancaster, California

New construction of custom 6 lane bowling center - \$300,000 – completed December 2012

Wild Bill's Buffalo Wings & Bowling – Platte, Nebraska

Modernization of 32 lane bowling center - \$277,000 – Completed July 2014

Banking References

Ashley Carr - Vice President, Business Banker – South Bay

14150 W Redondo Beach Blvd. Gardena, CA 90247

Telephone: 310 713-5624

Customer References

Jewel City Bowl 135 S Glendale Ave, Glendale, California 91205 – Mr. Tony Sands 818 243-1188

Action Lanes 10534 Lower Azusa Rd, El Monte, California 91731 – Mr. Dennis McNerny 626 350-8831

Palos Verdes Bowl 24600 S Crenshaw Blvd, Torrance, California 90505 – Mr. George Brandt – 310 326-5120

Viejas Indian Casino 5000 Willows Drive Alpine, California 91901 Mr. Peter Cortese – 619 659-2075

JAY CHUN, MBA

Downtown Venture Corp. (President/C.E.O)
Commercial Real Estate & Development Company

X Lanes, LLC (Managing Partner/Director)
Family Entertainment Center

Direct: 213-291-7800 Email: jc@downtownventure.com

Licensed California Real Estate Broker & California Notary

EXECUTIVE SUMMARY:

Jay Chun is an entrepreneur and visionary with constant strive for perfection. Jay Chun is a developer with extensive experience in hospitality projects, family entertainment centers, commercial real estate, business consulting, management and operations. Jay Chun has great deal of experience in negotiation of contracts, sales and marketing. Possesses strong leadership with excellent organizational skills and creation of team environment throughout various projects. With strong vision for new creation of project development, Jay Chun is constantly seeking new challenges and projects that will improve businesses and neighborhood communities which he resides.

Jay Chun has completed new construction and development of 50,000 sq. ft. of family entertainment center in Downtown Los Angeles. From an idea on a napkin to full development and operation, Jay Chun has played main key role for the entire project. Coordination of various consultants, contractors, management personnel, staffing, public relations, presentations to city and government officials, community and neighborhood organizations, and much more. With strong leadership and constant drive, Jay Chun has been acknowledged by the City of Los Angeles and neighborhood community as a new developer and received Thirteenth Annual Downtowners Distinction Award 2014 First Place Winner from DT News and City of Los Angeles. Along with various awards, project has been voted # 1 in various awards in 2013 in Downtown Los Angeles. X Lanes project has been awarded 2014 New Bowling Center architectural award recognized by USBC organization.

Jay Chun is currently responsible for operations of family entertainment center consist of over 100 employees and sub-contractors. Overseeing upper management team and HR, along with coordination of marketing and operation with various departments. In addition to the center, he

is in preliminary stages of new developments. Currently, Jay Chun is in pursuit of establishing EB-5 regional center development group focusing in hospitality development of luxury hotels and resorts along with family entertainment centers.

EDUCATION

December 2014, Jay Chun has completed 16 month Presidential and Key Executive MBA program from Pepperdine Graziadio School of Business located in Malibu, California. Jay Chun also holds California Real Estate Broker License since February of 2008.

SUMMARY OF QUALIFICATIONS

- Over 16 years of experience in commercial real estate investment development, brokerage, management and operation services
- Over 8 years of experiences in hospitality and family entertainment center projects as developer, consultant, and operator
- Extensive experience in business development and construction
- Ability to perform detail financial analysis for commercial investment properties and businesses
- Owned and operated multi-chain gas stations, multiple food and beverage restaurants
- Extensive experience and passion for hospitality and service projects

PROFESSIONAL EXPERIENCES

Downtown Venture Corp. (December 2014 – Current)
President/C.E.O.
Los Angeles, CA

- Commercial Development Company formed for the purpose of establishing EB-5 Regional Center in California in Hospitality projects with focus in acquisition and development of franchise first class luxury hotels projects and family entertainment centers.

X Lanes, LLC. (May 2009 - Current)
Managing Partner/Director of Operations
Los Angeles, CA

- Established and developed 50,000 sq. ft. family entertainment center
- Development planning and consultation
- Coordination of various investors and approval process
- Total cost of \$ 7,000,000 million dollar investment project

- Project including 24 lane bowling center with 8 private lanes, 40 feet sports bar and lounge, 3 karaoke rooms, 100+ machine family arcade center, 9 billiard table room, banquet and meeting rooms along with family American Italian fusion restaurant
- Voted 2013 Best Bowling and Entertainment Center award by Los Angeles Magazine
- Voted 2013 Best List for Downtown Los Angeles
- Established new employment for approximately 100 new jobs in Los Angeles
- Established 100 plus construction jobs for general and sub-contractors
- Responsible for all aspect of operations including planning, management, marketing and operations
- Thirteenth Annual Downtowners Distinction Award 2014 First Place Winner from DT News and City of Los Angeles
- 2014 New Bowling Center architectural award
- Received various award recognition from local and national non-profit organizations

Kaufman Realty Group, Inc. (Feb 2008 – December 2013)

Kaufman Commercial Group

President and CEO, Broker

Los Angeles, CA

- Established Commercial Real Estate Brokerage and Management company with development and construction consulting
- Specializing in retail, industrial and wholesale properties in Southern California.
- Experience in Analysis for both business and property for Commercial market.
- Consulting clients with investment exit strategy for their real estate and business investments and commercial property
- Commercial property management of retail portfolio including Little Tokyo Galleria Mall
- Developer for X Lanes Family Entertainment Center in Downtown Los Angeles approximately \$ 7 Million Dollar investment project
- Community outreach consultant to commercial properties including conditional use permits, licensing issues along with zoning and development projects

COMMERCIAL PROPERTY LEASING & MANAGEMENT PORTFOLIO

(Approximately 1 million square feet in management combined)

- Little Tokyo Galleria Mall, Downtown LA
- Wa Wa Plaza, Koreatown, LA
- IB Plaza, Koreatown, LA
- Pico Fashion Wholesale Bldg, Downtown LA
- Newmark Wholesale Bldg, Downtown LA
- 940 Hill Building, Downtown LA
- LA Habra Development Retail Center, La Habra, CA
- & Various Single Tenant Lease Buildings

PREVIOUS FOOD & BEVERAGE BUSINESS AS OWNER OPERATOR

KC Bar & Grill (Asian fusion Restaurant)	Owner Operator
Tokyo Seoul (Japanese Cuisine)	Owner Operator
Third Corner Deli (Deli Diner)	Owner Operator
Temptations Cafe (Bar and Lounge)	Owner Operator
Citgo Gas Station, Washington D.C.	Owner Operator
BP Gas Stations, Maryland	Owner Operator
Shell Gas Station Richmond, VA	Owner Operator
Starbucks sub Deli Class A Bldg., Northern Virginia	Project Developer

PREVIOUS COMMERCIAL AND BUSINESS CONSULTING EXPERIENCES

IBBC Commercial 2002-2006 (President & CEO)
Washington Metropolitan Area

Marcus & Millichap Commercial Real Estate Brokerage Company 2000 - 2002
Commercial Real Estate Associate
Washington, D.C. Office

Investment Business Brokerage Consultants 1997 - 2000
President & CEO
Alexandria, VA

Moses H. Chun

Objective

A passionate, hardworking, self-motivated, and disciplined professional with over 12 years of experience overseeing business development and operations within the hospitality industry. Possesses a proven track record for accelerating revenue expectations, building brand recognition, SEO and marketing strategist, and systemizing a functional and successful overall operations program for both BOH and FOH. A true understanding of the importance of attention to detail, positive employee relations, current industry trends, and service while exceeding financial goals.

Professional Accomplishments

Xlanes, LLC - General Manager

- Report to director of operations
- Hire, supervise, and develop the executive chef, catering, banquet, restaurant, and bar management teams that exceed financial goals
- Responsible for 3 years of continuous growth since opening in 2012
- Research and plan creative ways to entertain the continued growth of operations
- Increase of food and beverage sales by 1.5 million
- Develop excellent vendor relationships which help improve cost of goods
- Create economical budgets which focus on minimizing cost and maximizing profit
- Maintained forward thinking by focusing on a 3 year plan when making decisions
- Assist to ensure the physical facilities were kept in optimal conditions by preventative maintenance
- Reduced both front and back of the house payroll by 11% by building a more effective and efficient team
- Drafted, taught, and implemented the standard and procedure handbook which emphasized all service needs within the organization
- Diplomatically handled all employee issues concerning HR and legal department
- Responsible for 6 million dollars in revenue annually and operational costs
- Supervised the buildout and opening for the business through grand opening
- Self-initiated continued education in F&B trends, labor law, and anything and everything related to the hospitality industry

Bella's Gourmet Pizza - General Manager

- Report directly to investors (3)
 - Hire, train, develop, and supervise management team
 - Responsible for the creation of a menu revision helping in improving F&B revenue by 35%
 - Responsible for monthly revenue increases by an average of 50k
 - Responsible for budget development, monitor, and update departmental heads
 - Ensure the highest level of guest satisfaction while maintaining budget goals
 - Responsible to ensure the physical facilities are kept in optimal conditions by preventative maintenance.
 - Arrange/handle all catered events ranging from 10 to 150 guests in attendance
 - Oversee both performance & payroll for all aspects of the business
 - Liaison between Human Resources and 40 employees
 - Lead in set up of operating POS for business
 - Increased in overall guest satisfaction to a positive 90% rating from a previously low 70%
-

Wilshire Grand Hotel - Chef de Cusine

AREAS OF EXPERTISE

Seasonal dishes, Menu development, Cooking methods, Implementing recipes, Preparing meals, Food preparation, Contract catering, Food costing, Staff supervision, & Special diets

- Working as part of a team of highly motivated department chefs. Responsible for the efficient running of the BOH area including Banquet (50-2000 guests) and directly in charge of the overall preparation of all the food which is served in the dining hall and banquet.
 - Cooking up tasty, nutritious and well balanced meals for customers.
 - Deciding on the quantities of food to be cooked and size of portions to be served
 - Creating dishes for clients with special dietary or cultural needs.
 - Making sure that kitchen staff was always compliant with all health codes and up to hotel's standards of excellence
 - Negotiating with sales representatives on the price of orders and supplies
 - Maintaining the correct level of fresh, frozen and dried foods in house with regards to cost control and waste management
-

Vine Restaurant Group - Sr. Restaurant Consultant

- Xlanes LLC Los Angeles, CA
- West LA College - Culver City, CA
- Cheesesteaks Plus - Los Angeles, CA
- The Tofu Shack - Los Angeles, CA
- Bella's Gourmet Pizza - Pasadena, CA
- Lovebirds Cafe - Pasadena, CA
- Heavenly Wings & Pizza - Los Angeles, CA
- Pasadena Ice Rink - Pasadena, CA
- The City Deli - Los Angeles, CA
- Leo's Restaurant and Bar - Glendale, CA

Consultations all ranged from menu revisions, employee and HR handbook development, kitchen layout and design, marketing strategies, and complete buildouts from pre construction to grand opening and everything in between.

CDR CONSTRUCTION, INC.

P.O. BOX 158
1219 B. OREGON AVE.
ALAMOGORDO, NM 88311
PHONE: (575) 434-8775
FAX: (575) 437-7091

New Mexico GB 98 & GB02 License # 22806

Incorporated under the laws of the State of New Mexico
December 1983

Rick V. Wilson, President
Craig V. Wilson, Vice-President
Kristin D. Geller- Secretary
Elizabeth I. Wilson- Treasurer

CDR Construction is a closely held corporation.

Its primary objective is general contracting of commercial new builds, commercial developments, and renovations as well as constructing single-family homes, and townhomes.

CURRENT PROJECTS

MESA VILLAGE SUBDIVISION

Construction of 8 Single Family Homes, Project Amount- \$1,323,830.00

JOB HISTORY

CITY OF HOBBS, Hobbs, NM

Cemetery Storage Warehouse Building, Contract Amount- \$281,584.00- Estimated Completion date 6/15

CITY OF HOBBS, Hobbs, NM

Hobbs Library Landscape, Contract Amount- \$217,246.92- Completion date 9/14

OCOTILLO PARK COMMUNITY LINKS

Construct Golf Course Building, Contract Amount- 107,384.00- Completion date 6/10/14

CITY OF HOBBS, Hobbs, NM

New Concessions Building at Veterans Memorial Complex, Contract Amount- \$508,104.00 –
Completion date 1/10/2014

CITY OF HOBBS, Hobbs, NM

Renovations to Hobbs Public Library, Contract Amount- \$2,800,000.00- Completion date 9/13

CITY OF HOBBS, Hobbs, NM

Child and Family Services of Lea County, Contract Amount- \$162,952.71 Completion date 4/13

WIESMEIER RESIDENCE

Constructing a Single Family Home, Contract Amount- \$240,000.00 - Estimated Completion 01/12

CITY OF HOBBS, Hobbs, NM

New Bath House Buildings at Humble Park Pool, Contract Amount- \$872,768.24- Completion date 12/12

TAOS VETERANS AFFAIRS CLINIC

Renovated building & Constructed VA Clinic, Contract Amount- \$591,074.70 - Completion date 10/11

ALAMOGORDO VETERANS AFFAIRS CLINIC

Renovated building & Constructed VA Clinic, Contract Amount- \$572,801.95 - Completion date 4/11

ELEPHANT BUTTE LAKE STATE PARK, Elephant Butte, NM

Maintenance Building & Pay Booths, Contract Amount- \$767,756.00 - Completion date 9/10

ELEPHANT BUTTE LAKE STATE PARK, Elephant Butte, NM

Restaurant Roofing & Site Mechanical & Electrical Improvements, Contract Amount- \$367,526.62 -
Completion date 10/10

LEA COUNTY FAIRGROUNDS, Lovington, NM

Renovations of Yucca & Zia Fairground Buildings, Contract Amount- \$1,618,247.63 - Completion date
01/09

CDR V, LLC, Lancaster, CA

Construction of 41 Single Family Homes, Contract Amount - \$6,955,000.00 - Completion date 2009

RCDR VI, LLC, Lancaster, CA

Construction of 18 Single Family Homes, Contract Amount - \$3,500,000.00 - Completion date 2009

DEL NORTE HEIGHTS, Hobbs, NM

Del Norte Heights Unit 10 Addition Townhouse Development, Contract Amount - \$2,300,000.00 -
Completion date 2009

DEL NORTE HEIGHTS, Hobbs, NM

Construction of 25 Single Family Homes, Contract Amount - \$1,300,000.00 - Completion date 2008

CDR IV, LLC, Lancaster, CA

Construction of 19 Single Family Homes, Contract Amount - \$4,500,000.00 - Completion date 2006

ATLANTIC PARK, Lancaster, CA

Contract Amount \$14,450,000.00 -Completion date 10/04

RUTH VISAGE APARTMENT COMPLEX, Portales, NM

Construction of 26 Apartments, Contract Amount \$2,144,000.00 - Completion date 11/03

CITY OF ALMOGORDO PUBLIC HOUSING DEPARTMENT, Alamogordo, NM

Renovations, Contract Amount \$239,523.00 - Completion date 11/02

SANTA FE COUNTY HOUSING SERVICES DIVISION, Santa Fe, NM

Construction of 22 Single Family Homes, - Contract Amount \$3,202,718.75 - Completion date 06/02

LORDSBURG HOUSING AUTHORITY, Lordsburg, NM

Renovations, Contract Amount \$184,000.00 - Completion date 02/02

RIO PECOS ESTATES, Santa Rosa, NM

Construction of 20 Apartment units, Contract Amount \$1,127,000.00 - Completion date 04/01

TIERRA FOOTHILLS SENIOR APARTMENTS, Taos, NM

Construction of 60 Apartment units, Contract Amount \$2,785,183.00 - Completion date 03/01

LA TIERRA APARTMENTS, Ruidoso, NM

Construction of 60 Apartment units, Contract Amount \$3,500,000.00 - Completion date 04/00

CITY OF ALMOGORDO PUBLIC HOUSING DEPARTMENT, Alamogordo, NM

Renovations, Contract Amount \$253,415.00 - Completion date 1/99

OLIVER LEE MEMORIAL STATE PARK, Hwy 54, Alamogordo, NM

Restroom Renovations, Contract Amount \$218,466.30

DONA ANA COUNTY COURTHOUSE, Las Cruces, NM

Courthouse Renovations, Contract Amount \$61,218.00

CITY OF ALMOGORDO PUBLIC HOUSING DEPARTMENT, Alamogordo, NM

Remodel 150 Units. Contract Amount \$318,850.79

LAS VEGAS HOUSING REMODEL PROJECT, Las Vegas, NM

Remodel of 67 Units and 1 Administration Building, Project Amount \$707,163.81

FIRST BAPTIST CHURCH OF ALAMOGORDO, Alamogordo, NM
Remodel Sanctuary, Project amount \$51,200.00

216 KERRY AVE. (PRE-SOLD HOME), Alamogordo, NM
Single family residence, Project amount \$115,000.00

SANDSTARR SUBDIVISION PHASE II, Cincinnati, OH
Construction of five single-family homes, Project amount \$380,000.00

CROTTY COURT, Cincinnati, OH
Construction of five single family homes, Project amount \$420,000.00

HOUSING PROJECT, Alamogordo, NM
Construction of 22 Single family units and the remodel of 1 Administration Building for the Alamogordo Housing Authority (505) 437-5621, Contract amount \$1,500,000.00

2568 OAKMONT DRIVE, Alamogordo, NM
Construction of single family home, Contract amount \$210,000.00

RATH TARA ESTATES, Alamogordo, NM
41 single family homes all on and off site improvements

ALAMOGORDO GOLF COURSE, Alamogordo, NM
Water system and pump house. Mesa Verde, 1219 Oregon, Alamogordo NM 505-434-2995

CITY OF T OR C, T or C, NM
Water system improvements, Construction of a warehouse and chlorination system, Mesa Verde Enterprises

DUNGAN WATER SYSTEM, Alamogordo, NM
Water system improvements, construction of warehouse and chlorination system.

FIRST BAPTIST CHURCH, Alamogordo, NM
Remodel Sanctuary Interior and Repair Exterior. DWG & Assoc., Dennis Gose, RA

GERMAN CHURCH, Alamogordo, NM
Construction of a German Church, Johannes Gortner (German Military Chaplain)
PO Box 60, Fort Bliss, TX (915) 566-9780 fax

FEDERAL REPUBLIC OF GERMANY OFFICE OF DEFENSE ADMINISTRATION USA AND CANADA, DIETER SELBACK, Alamogordo, NM
Construction of approximately \$4,000,000.00 in various contracts for the German Military Government. Dieter Selbach

POST OFFICE, Tularosa, NM (1997)
Construction of United States Post Office for Jill and Steve Gutierrez (505)585-2176, Contract Amount of \$489,000.00

SANDSTARR HOMES, (07/87 – 05/90)
All on and off site improvements and sales of homes, Tract 4935, Rosamond, CA 112 Units, (05/89-05/90); Tract 46905, Lancaster, CA 64 homes (07/88-01/89); Tract 44864, Lancaster, CA 44 homes (05/88-07/88); Tract 32510, Lancaster, CA 36 homes (07/87-04/88)

ALAMOGORDO FUNERAL HOME, Alamogordo, NM
Project consisted of major remodeling of existing building into a 25,000 sq. ft. funeral home – the largest in the State of New Mexico. John Marquardt, 1101 East 10th St., Alamogordo, NM (505) 439-0011.

TIMBERON LODGE, Timberon, NM
Construction of 16,000 sq. ft. Lodge Meeting Hall, Charles Nolan and Assoc., 13 Lockheed Dr.

LIZ BRUBAKER, Lancaster, CA

Construction of various rehab, remodeling of 220 homes in City of Lancaster, HUD Rehabilitation work for the City of Lancaster CA

PANORAMA TERRACE SUBDIVISION, Alamogordo, NM

(08/86 – 07/88) 61 Single family homes, all on and off-site improvements, sale of homes and lots

COUNTRY CLUB TOWNHOMES, Alamogordo, NM

(08/86-08/87) 22 unit planned development. Required zone change from city. Obtained approvals from Veterans Administration and Federal Housing Authority. All on and off site improvements and sale of units

50 CUSTOM HOME, New Mexico area

(12/83-08/87) Constructed by CDR Construction in the New Mexico area

HAYNES ADDITION SUBDIVISION, Alamogordo, NM

(06/84-07/86) 54 Single family homes, all on and off site improvements and sale of homes

DESERT GARDENS SUBDIVISION, Alamogordo, NM

(10/83-06/84) 37 Single family homes all on, and off site improvements, and sale of homes

PANORAMA TERRACE PHASE II, Alamogordo, NM

(12/93-10-95) 32 unit development, 32 homes have been constructed and sold.

CITY OF LANCASTER, Lancaster, CA

(1987) 47 lots and homes developed and construction completed.

CITY OF LANCASTER, Lancaster, CA

64 lots developed and sold, 24 homes constructed and sold

CITY OF ROSMOND, Rosamond, CA (1990)

73 lots and homes constructed and sold.

CITY OF LANCASTER, Lancaster, CA

(1991-1993) \$500,000.00 in housing and renovations for the City of Lancaster

SANDSTARR SUBDIVISION WEST, Williamsburg, OH

(11/92-10/95) 75 unit development; 25 lots developed in Phase I; 25 homes have been constructed and sold

GOVERNMENT AGENCIES

City of Alamogordo, NM

City of Hobbs, NM

City of Lovington, NM

Los Angeles County

Kern County

City of Lancaster, CA

City of Palmdale, CA

City of Las Vegas, NM

Los Angeles County Dept. of Public Works

City of Portales

City of Rosamond, CA

Town of Taos

City of Clovis

Base Contracting Off., Holloman AFB, NM

Veteran's Administration

Federal Housing Authority

Village of Williamsburg

Department of Housing & Urban Development

Los Angeles County Sanitation District

REFERENCES

Banking References

Jill Gutierrez, President, Bank 34

1800 Telshore Blvd., Las Cruces, NM 88001 (575) 521-8100

Reed Griggs, First Savings Bank

723 New York Ave. Alamogordo, NM 88310 (575) 437-0095

John Marquardt, Senior Vice President, Washington Federal Savings
300 1st Street, Alamogordo, NM 88310 (575) 439-0011

Rick Baker, Senior Vice President, American Security Bank
45127 Tenth St. West, Lancaster, CA (661) 723-2000.

John Greer, Vice President, New Richmond National Bank
110 Front Street, New Richmond, OH (513) 553-3101

Lola Irving, National Bank & Trust
244 West Main Street, Williamsburg, OH (513) 724-6168

Wayne Rosenberger, Mojave Desert Bank
15773 K St, Mojave, CA 93501 (661-824-2200)

SUBCONTRACTORS REFERENCES **MATERIAL SUPPLIERS**

Material Suppliers

Home Depot Credit Services
P.O. Box 653003, Dallas, TX 75265-3003 (800) 395-7363

Mesa Verde Enterprises
PO Box 907, Alamogordo, NM 88311 (575) 437-2995

Patterson Palm Builders Hardware
525 N Andreasen Dr # H, Escondido, CA 92029-1417 (760) 739-1496

L & P Building Supply
101 Archuleta Rd, Las Cruces, NM 88005-4102 (575) 527-8000

Pace Iron Works
7421 Reading Drive Southeast Albuquerque, NM 87105-7828 (505) 873-2611

Clovis Metal Buildings
2220 Ross Street, Clovis, NM 88101-3715 (575) 763-1150

Subcontractors

Service Electric Co., Inc.
P.O. Box 6006, Albuquerque, NM 87107 (505) 345-1955

Basin Air, Inc.
1223 Oregon Ave. Alamogordo, NM 88310 (575) 443-1499

Lane Plumbing Co., Inc.
1229 Oregon Ave., Alamogordo, NM 88310 (575) 437-2811

J Bar D Plumbing
1111 Tenth St. #517, Alamogordo, NM 88310 (575) 437-5158

Southwest Drywall
1320 Indiana Ave., Alamogordo, NM 88310 (575) 434-1351

Alamo Paint & Glass
1013 Oregon Ave., Alamogordo, NM 88310 (575) 437-1610

Advantage USAA Roofing
13350 Rebecca Creek Rd, Spring Branch, TX 78070 (830) 885-2950

Ontiveros Insulation Co., Inc.
485 Archuleta Rd, Las Cruces, NM 88005-4108 (575) 525-3496

Meraz Painting Co., Inc.
801 E Amador, Las Cruces, NM 88001 (575) 382-5824

JB Enterprises
P.O. Box 987, Alamogordo, NM 88311 (575) 437-8081

OGB Architectural Millwork Co.
3711 Paseo Del Norte NE, Albuquerque, NM 87113 (505) 998-0000

American Tradition
40 Cotton, Alamogordo, NM 88310 (575) 437-4636

Roy's Welding & Wrought Iron
28 McDonald Rd. Alamogordo, NM 88310 (575) 434-1696

Hacienda Carpet & Tile
910 El Paseo Road, Las Cruces, NM 88001-6032 (575) 525-2088

Dominguez Carpet One
1000 Cerrillos Road, Santa Fe, NM 87505-1838 (505) 988-3022

PERSONAL/PROFESSIONAL REFERENCES

Ronny Choate- Director of General Services, City of Hobbs
200 E. Broadway, Hobbs, NM 88240 (575) 370-8598

David Teske, Teske Architects
1000 N. Turner, Hobbs, NM 88240 (575) 393-0960

Alberto Caballero, Entrench
3311 North Grimes, Hobbs, NM 88240 (575) 438-0110

Paul Anderson, Health Net Federal Services
2025 Areojet Road, Rancho Cordova, CA 95742 (916) 985-8227

Robert Love, NM State Parks Division
1220 S. St. Francis Dr. Santa Fe, NM 87505 (505) 476-3382

Robert Vadurro, NM State Parks Division
1220 S. St. Francis Dr. Santa Fe, NM 87505 (505) 476-3383

Ann Quarles, M & E Engineering
8417 Washington Pl. NE # B Albuquerque, NM 87113 (505) 983-2389

GB Oliver, Paragon Foundation
1209 Michigan Avenue, Alamogordo, NM 88310-6725 (575) 434-8998

Fred Gallegos, Construction Industries Division
505 S Main St # 150, Las Cruces, NM 88001-1200 (575) 524-6320

Rudy Perea, Town of Taos
400 Camino de la Placita, Taos, NM 87571 (575) 737-2640

Randy Rabon, Mesa Verde Enterprises, Inc.
PO Box 907, Alamogordo, NM 88310 (575) 437-2995

Cheryl Town, Alamogordo Housing Authority

104 Avenida Amigos, Alamogordo, NM 88310 (575) 437-5621

City of Alamogordo, Code Enforcement
Alamogordo, NM 88310 (575) 439-4235

City of Alamogordo Engineering
Alamogordo, NM 88310 (575) 439-4220

Jim Taylor, Village of Williamsburg
Williamsburg, OH (513) 724-6107

Barry Burke, Burke & Associates
Alamogordo, NM 88310 (575) 437-7074

Ron Nims, Calvini & Associates
425-C South Telshore, Suite 203, Las Cruces, NM 88011 (575) 521-3757

Conron and Woods Architecture
1222 Luisa St. Suite A, Santa Fe, NM 87505 (505) 983-6948

Chris Carrain, Molzen-Corbin & Associates
2701 Miles Rd S.E., Albuquerque, NM 87106 (505) 242-5700

Doug Anderson, Doug Anderson & Associates
1727 West Ave. K, Lancaster CA 93536 (661) 945-4521

Liz Brubaker, City of Lancaster Redevelopment
44933 N. Fern Ave., Lancaster, CA 93534 (661) 723-6106

Carlyle Workman, City of Lancaster Engineering Dept.
44933 N. Fern Ave., Lancaster, CA 93534 (661) 723-6106

Roy Kellog, City of Lancaster Public Works Department
44933 N. Fern Ave., Lancaster, CA 93534 (661) 723-6106

BONDING REFERENCES

Lynch and Shulse – Amwest Surety – Larry Shulse
715 East 10th St., Alamogordo, NM 88310 (575) 437-6331

Minick & Company – Dick Minick
8001 Pennsylvania Circle NE, Albuquerque, NM 87110 (505) 262-2236

9742 E. SUNBURST COURT • SUN LAKES, ARIZONA 85248
• FAX 480-917-7821 MOBILE 480-212-3897 •
GEORGE@SUNSETBUILDERSAZ.COM

ROBERT "GEORGE" MYERS

OBJECTIVE

To secure a responsible position in Construction Estimating commercial and residential which my experience and personal abilities will mutually allow for optimum growth opportunities.

PROFESSIONAL PROFILE

- A competent professional with a strong record of achievement in providing the necessary client and relationship development, customer service, sales and closing expertise to ensure streamlined operations, satisfied clients and increased profitability.
- Secured new account business through self-generated leads and referrals involving effective prospecting, marketing, communications and negotiations. Maintained existing accounts through effective follow-up.
- Excellent communication, listening and negotiation skills coupled with the ability to establish and maintain rapport with all levels of personnel, management and clients.
- Proven background in sales and personnel development encompassing leadership, team playing, planning, organization, and problem-solving, all of which realized significant contributions to bottom-line results

People Oriented * Service Oriented * Results/Profit Oriented

WORK EXPERIENCE:

- 2003 – 2015 Managing Member
 - Arizona Sunset Industrial Builders, LLC
 - General manager over all operations
- 2009 - 2014 Project Management -Estimator
 - CDR Construction Inc.
 - Lea County Fair Grounds in charge of Renovation of existing Yucca and Zia Buildings.

■ 2007 Sales Education Consultant

- Doorway Manufacturing Company, Corona California
- Teach sales agents Take offs, Estimating, Walk Jobs, all aspects of selling Finish Carpentry contracts to Large Builders

■ 2003 - 2006 - Sales Representative

- Doorway Manufacturing Company, Corona, California
- Finish Carpentry Company

■ 2000- 2003 Vice President, Division Manager

- Doorway Manufacturing Company, Corona California
- Finish Carpentry Company
- General Manager Ventura County Division, Sales Manager.
- Maintained Sales of 10 Million
- Successfully maintained existing business, educating clients on latest technology and upgrades; clientele base consists of individuals, small businesses to major corporations.
- Secure new business through effective cold calling, prospecting, marketing, self-generated leads and referrals.

■ 1992- 1999 Executive

- American Interstate Millworks Trim and Hardware, Inc. Oxnard, California. Finish Carpentry Company
- Owner, General Manager, Sales Manager. Sold to Doorway Mfg. Company December 1999
- Started from scratch and took sales to 8.95 Million
- 72 Employees
- Contracted Material and Labor for all Southern California major Builders and Developers
- Supplied Interior/Exterior Doors, Hardware, Trim, Garage Doors, Wood stair systems

■ 1978- 1991 Executive

- Owned and managed 20 speculative Custom Homes in Ventura County, California and 10 Condominiums in Mammoth Lakes, California
- Built two industrial buildings Camarillo, California
- Alldoor Products, Inc. Oxnard, California
- Finish Carpentry Company
- Owner, General Manager, sold to Conlan Industries 1989.
- Bought into company in 1978, bought out partners 1984

- Sales from 1.6 million to 10 Million in five years
- 127 Employees
- Contracted Material and Labor to all major Builders and Developers.
- Supplied Interior/Exterior Doors, Hardware, Trim, Garage Doors and Wood Stair systems.

▪ 1965- 1977

- Doorway Manufacturing Company, Santa Ana, California
- Finish Carpentry Company
- 1965 Started as Carpenter
- 1966 Promoted to Foreman, had a crew of 6 carpenters
- 1967 Job Superintendent, was in charge of from 6 to 10 jobs
- 1970 Promoted to Salesman
-

PROFESSIONAL MEMBERSHIPS

2000 – 2014

Building Trades Association of Arizona

1979-2000

Member of the California Building Industry Associations

Shea Development Trade Council

Ventura Contactors Associations

ACCREDITATIONS AND LICENSES

General Contractors License

Valid California License # 355082 Expiration date 02/28/2010

Valid Arizona License # R0C195536 Expiration May/2010

CDR CONSTRUCTION, INC.

November 2, 2015

City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

To Whom It May Concern:

Sean Hein has been an employee of CDR Construction for over 7 years. He has five years supervisory experience and currently oversees the subcontractors, as our Quality Control Manager. Mr. Hein has a residential general contractor's license GB02. He is proficient in all areas of expertise, having supervised residential projects and large commercial contracts for many years.

Some skills that Mr. Hein has that sets him apart include the ability to work and communicate effectively with subcontractors, superintendents, consultants, and owner's representatives. He possesses the ability to work under pressure while ensuring that all work meets or exceeds the contract specifications and standard of excellence held by the corporation. He monitors daily construction activities and materials that are delivered to the site and ensures that materials meet contract specifications. He is in charge of coordination and scheduling of field testing and performance inspections. Mr. Hein is always looking for ways to reduce waste and increase efficiency as well as making suggestions for changes and improvements and how to implement them. All the while, setting standards for quality as well as health and safety. The duties listed above are not all inclusive. The Quality Control Manager follows other instructions and performs other related duties as requested by the Project Manager.

Mr. Hein has worked extensively supervising our projects and subcontractors for the last 5 years. Some of the projects he has completed include Lea County Fairgrounds Renovations, Hobbs Public Library, The Alamogordo and Taos Veteran's Affairs Clinics. These projects ran smoothly along with the rest that have been completed due to Mr. Hein's conscientious attention to detail and high quality standards. He is a key part of our team that sets us apart from the rest.

Rick Wilson
President
CDR Construction, Inc.

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 437-7091
E-MAIL cdrconstruction@qwestoffice.net

CDR CONSTRUCTION, INC.

November 2, 2015

City of Alamogordo
1376 E. Ninth Street
Alamogordo, NM 88310

To Whom It May Concern:

Joseph Chavez has been involved in construction for the last 33 years and has been an employee of CDR Construction Inc. for over 7 years. Prior to that period he was also engaged by CDR Construction, Inc. as an independent contractor to oversee construction projects for the company over a period spanning 1999 through 2009. During this period held a commercial contractor license GB 98. His professionalism and ability to effectively communicate and supervise our employees and sub-contractors is outstanding.

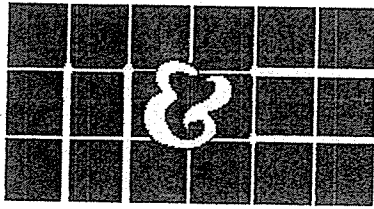
Mr. Chavez has worked as the commercial supervisor for additional construction companies in the Albuquerque area and is noted for his ability to complete the project timely and effectively. His ability to communicate clearly with the Design Professionals and project managers ensures a productive work environment. With his extensive experience and utilization of all construction assets, he has propelled CDR Construction, Inc. to a premier commercial contracting organization.

Mr. Chavez 's resume of commercial jobs, including several design build projects include Lea County Fairgrounds Renovations, Humble Park Pool, Hobbs, NM, Hobbs Public Library, Hobbs Concession Stand, City of Hobbs Maintenance Building and The Alamogordo and Taos Veteran's Affairs Clinics.

Rick Wilson
President
CDR Construction, Inc.

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 437-7091
E-MAIL cdrconstruction@qwestoffice.net



MECHANICAL & ELECTRICAL ENGINEERING, INC.

1222 LUISA ST., SUITE B
SANTA FE, NM 87505
tel 505 983 2389
fax 505 989 8776

8417 WASHINGTON PL. N.E.
ALBUQUERQUE, NM 87113
tel 505 856 1699
fax 505 856 6099

February 10, 2009

Mr. Rick Wilson
CDR Construction, Inc.
P.O. Box 158
Alamogordo, NM 88311-0158

Dear Rick,

I want to thank you for a job well done at the Yucca and Zia Buildings, Lea County Fairgrounds. Every renovation has some trying moments, and this project was no exception! Your team really pulled together and provided a very professional job for Lea County. I also recognize the extras you completed for the County. It is obvious that you, George and Sean take pride in your work.

I acknowledge your subcontractors - they paid attention to details and communicated clearly when they had questions. With a distance of a 5 hour drive between our office and the job site, I really appreciate the way the team members anticipated conditions and queued up the questions.

The buildings look fabulous. They will serve Lea County for many years. Maybe we should all attend the 2010 Lea County Fair!

With appreciation,

Ann L. Quarles
Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF THREE PAGES

TO (OWNER):
Lea County
100 North Main Street, Suite 11
Lovington, NM 88260

PROJECT:
Lea County Fairgrounds
Lovington, NM

APPLICATION NO: Final
PERIOD TO: 12/31/2009

DISTRIBUTION TO:

() Owner
() CONTRACTOR
(x) ARCHITECT

FROM: (CONTRACTOR)
CDR CONSTRUCTION, INC.
P.O. BOX 158
ALAMOGORDO, NM 88311-0158

VIA (ARCHITECT)
M & E Engineering
8417 Washington Pl. NE
Albuquerque, NM 87113

PROJECT NO. Lea County Fairgrounds

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for Payment, as shown below, in connection with the contract.
continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		
CHANGE ORDER APPROVED IN	ADDITIONS	DEDUCTIONS
PREVIOUS MONTHS TO OWNER	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
CHANGE ORDER	\$0.00	
CHANGE ORDER	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that the current payment shown herein is now due

CONTRACTOR: CDR Construction, Inc.

State of: NEW MEXICO

County of: OTERO

Subscribed and Sworn to before me this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

By: _____
President

Date: 1-Feb-10

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architects knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Amount Certified (Line 10) \$ _____
(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under this Contract

Period to: December 31, 2009
 Date: February 1, 2010

PROJECT # Lea County Fairgrounds
 APPLICATION# Final

A	B	C	D	E	F	G	H	I	J
Item	Description	Scheduled Value	Previous Application	This Application		Total Completed And Stored	Percent Complete	Balance to Finish	0.0% Retainage
				Work in Place	Stored Materials				
1	Bond	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$0.00
2	Mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
3	Permits	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$0.00
4	General Conditions	\$81,784.00	\$80,407.84	\$1,376.16	\$0.00	\$81,784.00	100%	\$0.00	\$0.00
5	Construction Insurance	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
6	Labor & Supervision	\$100,000.00	\$96,000.00	\$4,000.00	\$0.00	\$100,000.00	100%	\$0.00	\$0.00
7	Asbestos Abatement	\$52,429.00	\$52,429.00	\$0.00	\$0.00	\$52,429.00	100%	\$0.00	\$0.00
8	Rails/ Concrete Ramp	\$9,375.00	\$9,375.00	\$0.00	\$0.00	\$9,375.00	100%	\$0.00	\$0.00
9	Plumbing	\$55,000.00	\$54,500.00	\$500.00	\$0.00	\$55,000.00	100%	\$0.00	\$0.00
10	Metal Studs	\$9,505.00	\$9,505.00	\$0.00	\$0.00	\$9,505.00	100%	\$0.00	\$0.00
11	Rough Carpentry	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100%	\$0.00	\$0.00
12	Masonry Glass Block	\$23,700.00	\$23,700.00	\$0.00	\$0.00	\$23,700.00	100%	\$0.00	\$0.00
13	Electrical	\$439,000.00	\$421,440.00	\$17,560.00	\$0.00	\$439,000.00	100%	\$0.00	\$0.00
14	Heating & Air	\$343,473.00	\$329,734.08	\$13,738.92	\$0.00	\$343,473.00	100%	\$0.00	\$0.00
15	Insulation	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$2,900.00	100%	\$0.00	\$0.00
16	Roofing	\$39,800.00	\$37,810.00	\$1,990.00	\$0.00	\$39,800.00	100%	\$0.00	\$0.00
17	Drywall	\$21,744.00	\$21,744.00	\$0.00	\$0.00	\$21,744.00	100%	\$0.00	\$0.00
18	Stucco	\$10,530.00	\$10,530.00	\$0.00	\$0.00	\$10,530.00	100%	\$0.00	\$0.00
19	Painting	\$57,361.00	\$54,275.80	\$3,085.20	\$0.00	\$57,361.00	100%	\$0.00	\$0.00
20	Hardware Finish & Doors	\$33,100.00	\$33,100.00	\$0.00	\$0.00	\$33,100.00	100%	\$0.00	\$0.00
21	Finish Carpentry	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	\$0.00
22	Glazing	\$24,741.00	\$24,741.00	\$0.00	\$0.00	\$24,741.00	100%	\$0.00	\$0.00
23	Garage Doors	\$15,858.00	\$15,858.00	\$0.00	\$0.00	\$15,858.00	100%	\$0.00	\$0.00
24	Carpet & Tile & VCT Base	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100%	\$0.00	\$0.00
25	Contingency Allowance	\$70,000.00	\$52,440.73	\$2,636.10	\$0.00	\$55,076.83	79%	\$14,923.17	\$0.00
26	Contingency as-builts	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	\$0.00
27	Lead Testing	\$5,900.00	\$5,900.00	\$0.00	\$0.00	\$5,900.00	100%	\$0.00	\$0.00
28	Rough/Finish Clean	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
29	Drop Accoustical Ceiling	\$24,000.00	\$23,570.00	\$430.00	\$0.00	\$24,000.00	100%	\$0.00	\$0.00
	Subtotal	\$1,517,700.00	\$1,454,460.45	\$48,316.38	\$0.00	\$1,502,776.83		\$14,923.17	
	New Mexico Gross Receipts Tax	\$100,547.63	\$96,358.00	\$3,200.96	\$0.00	\$99,558.96	99%	\$988.66	
30									\$0.00
31	ORIGINAL CONTRACT WITH TAX	\$1,618,247.63	\$1,550,818.45	\$51,517.34	\$0.00	\$1,602,335.79	99%	\$15,911.83	\$0.00
32	CHANGE ORDER		\$0.00	\$0.00	\$0.00	\$0.00	0%		\$0.00
33	CHANGE ORDER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
34	TOTALS (+ Change Orders)	\$1,618,247.63	\$1,550,818.45	\$51,517.34	\$0.00	\$1,602,335.79	99%	\$15,911.83	\$0.00
1	LESS RETAINAGE								
2	LESS PREVIOUS CONTRACT PAYMENTS					\$1,550,818.45			
3	SUBTOTAL AMOUNT THIS REQUEST					\$51,517.34			
4									
5	TOTAL CONTRACT	\$1,618,247.63							

Period to: December 31, 2009

Project # Lea County Fairgrounds

Date: February 1, 2010

Application: Final

A	B	C	D	E	F	G
Cont. Exp #	C/O #	Description	Amount of C/O	Amount on Pay App	% Complete	Balance to Finish
1	1	Window Furring	\$1,739.97	\$0.00	100%	\$0.00
2	10	VCT Flooring Yucca	\$462.00	\$0.00	100%	\$0.00
3	4	Speaker Wire Ext. Trailer	\$900.63	\$0.00	100%	\$0.00
4	6	Doors & Jambs	\$5,228.00	\$0.00	100%	\$0.00
5	7	Wall Furring	\$1,015.90	\$0.00	100%	\$0.00
6	2	Site Electrical	\$12,077.25	\$0.00	100%	\$0.00
7	13	Overhead Conduit	\$3,216.00	\$0.00	100%	\$0.00
8	5	Plumbing Modifications	\$1,417.13	\$0.00	100%	\$0.00
9	9	Snack Room Additional Work	\$2,465.80	\$0.00	100%	\$0.00
10	14	Toilet Petitions in Yucca 120	\$1,149.70	\$0.00	100%	\$0.00
11	18	Electrical Panel in Yucca	\$928.94	\$0.00	100%	\$0.00
12	17	New Ceiling Electrical 110	\$7,207.87	\$0.00	100%	\$0.00
13	8	Closet in Ralph's Office	\$2,384.94	\$0.00	100%	\$0.00
14	20	Electrical & Concrete Patch	\$3,242.63	\$0.00	100%	\$0.00
15A	22A	Misc. CT, Grab Bars, etc.	\$1,028.31	\$0.00	100%	\$0.00
15B	22B	Lead Paint & Extra Patch	\$5,113.66	\$0.00	100%	\$0.00
16	24	New Ceiling Tile In Zia	\$840.00	\$0.00	100%	\$0.00
17	25	New Door Hardware	\$2,336.10	\$2,336.10	100%	\$0.00
18	23	Repair Acoustical Ceiling Grid	\$1,147.00	\$0.00	100%	\$0.00
19	26	Relocate Vendor Panel	\$875.00	\$0.00	100%	\$0.00
		3 Toilet Flanges	\$300.00	\$300.00	100%	\$0.00
		TOTAL	\$55,076.83	\$2,636.10		\$0.00

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
10-Aug	Order all Material for Glass Block, Steel Studs, Sheetrock	Yucca & Zia
	Start Paint Removal Exterior	Yucca
	Start Interior Demo and Remove Windows	Zia
	Start Site Electrical Work	Yucca & Zia
11-Aug	Paint Removal Exterior	Yucca
	Demo	Zia
	Site Electrical	Yucca & Zia
12-Aug	Paint Removal Exterior	Yucca
	Demo	Zia
	Site Electrical	Yucca & Zia
13-Aug	Paint Removal Exterior	Yucca
	Demo	Zia
	Site Electrical	Yucca & Zia
	Remove Plumbing Fixtures	Yucca
	Saw Cut Slab	Yucca
14-Aug	Paint Removal Exterior COMPLETE	Yucca
	Demo COMPLETE	Zia
	Site Electrical	Yucca & Zia
	Remove Plumbing Fixtures Raise Drain	Yucca
	Measure Hollow Metal Frames Order for Windows	Yucca & Zia
	Order All Interior Doors & Hardware	Yucca & Zia
17-Aug	Paint Removal Exterior	Zia
	Site Electrical	Yucca & Zia
	HVAC Demo Wall Heaters Evap Coolers	Zia
	Saw Cut Slab Bathroom & Remove	Zia
	Remove Plumbing Fixtures	Zia
	Remove Toilet Partitions COMPLETE	Zia
	Saw Cut Wall for New Bathroom	Zia
	Asbestos Removal & Demo	Yucca
18-Aug	Paint Removal Exterior	Zia
	Site Electrical	Yucca & Zia
	HVAC Wall Heater Evap Coolers COMPLETE	Zia
	Plumbing Rough In New Bath	Zia
	Framing of New Mechanical Closet COMPLETE	Zia
	Removal Plumbing Fixtures COMPLETE	Zia
	Start Glass Block Installation	Zia
	Frame In New Bath	Zia
	Start New Mechanical Installation	Zia
	Electrical Demolition	Zia
	Asbestos Removal And Demo	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
19-Aug	Paint Removal Exterior	Zia
	Start Installation Overhead Doors	Zia
	Site Electrical	Yucca & Zia
	Mechanical Installation	Zia
	Frame In New Bath COMPLETE	Zia
	Glass Block Installation	Zia
	Evap Cooler Demolition COMPLETE	Zia
	Plumbing Gas Lines	Yucca & Zia
	Repair Holes Furnace Removal	Zia
	Temporary Patches Roof From AC Removal	Zia
	Asbestos Removal	Yucca
20-Aug	Paint Removal Exterior COMPLETE	Zia
	Mechanical Installation	Zia
	Electrical Rough In Starts	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Install New Door Jambs Office Storage	Zia
	Patch Saw Cut Floors COMPLETE	Zia
	Infill Windows Not Receiving Glass Block	Zia
	Asbestos Removal	Yucca
21-Aug	Mechanical Installation	Zia
	Electrical Installation	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Install Door Jambs 2 Main Entrance	Zia
	Infill Openings COMPLETE	Zia
	Plumbing Gas Lines	Zia
	Asbestos Removal	Yucca
24-Aug	Mechanical Installation	Zia
	Electrical Rough In	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Plumbing Gas Lines	Zia
	Start Interior Paint Prep	Zia
	Start Insulation Hollow Metal Window Frames	Zia
	Asbestos Removal	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
25-Aug	Mechanical Installation	Zia
	Electrical Rough In	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Plumbing Glass Lines	Zia
	Interior Paint Prep	Zia
	Installation Hollow Metal Window Frames	Zia
	Asbestos Removal Interior & Window Demo	Yucca
26-Aug	Mechanical Installation	Zia
	Electrical Rough In	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Plumbing Gas Lines	Zia
	Interior Paint Prep	Zia
	Installation Hollow Metal Window Frames	Zia
	Asbestos Removal Interior & Window Demo	Yucca
27-Aug	Mechanical Installation	Zia
	Electrical Rough In	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Interior Paint Prep	Zia
	Plumbing Gas Lines	Zia
	Asbestos Removal & Window Demo	Yucca
	Install Hollow Metal Window Frames	Zia
28-Aug	Mechanical Installation	Zia
	Electrical Rough In	Zia
	Site Electrical	Yucca & Zia
	Glass Block Installation	Zia
	Install Hollow Metal Window Frames	Zia
	Install Gas Lines	Zia
	Interior Paint Prep	Zia
	Asbestos Removal	Yucca
31-Aug	Mechanical Rough In	Zia
	Electrical Demo	Yucca
	Start Framing Exterior Walls	Yucca
	Start Infill of Exterior Openings	Yucca
	Start Installation Glass Block Windows	Yucca
	Start Installation New ADA Ramp	Yucca
	Start Plumbing Gas Lines	Yucca
	Interior Paint Prep	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
1-Sep	Mechanical Rough In COMPLETE	Zia
	Start Mechanical Demo	Yucca
	Framing Exterior Walls	Yucca
	Infill Exterior Openings	Yucca
	Glass Block Installation	Yucca
	ADA Ramp Installation	Yucca
	Plumbing & Gas Lines	Yucca
	Interior Paint Prep	Zia
	Electrical Demo	Yucca
2-Sep	Mechanical Demo	Yucca
	Electrical Demo	Yucca
	Framing Exterior Walls	Yucca
	Infill Exterior Openings	Yucca
	Glass Block Installation	Yucca
	ADA Ramp Installation	Yucca
	Interior Paint Prep	Zia
	Plumbing & Gas Line Installation	Yucca
3-Sep	Mechanical Demo	Yucca
	Electrical Demo	Yucca
	Framing Exterior Walls	Yucca
	Infill Exterior Openings	Yucca
	Glass Block Installation	Yucca
	ADA Ramp Installation	Yucca
	Interior Paint Prep	Zia
	Plumbing & Gas Line Installation	Yucca
4-Sep	Mechanical Demo	Yucca
	Electrical Demo	Yucca
	Framing Exterior Walls COMPLETE	Yucca
	Infill Exterior Openings COMPLETE	Yucca
	Glass Block Installation	Yucca
	Pour ADA Ramp Fill in Shower	Yucca
	Plumbing Gas Line Installation	Yucca
	Interior Paint Prep COMPLETE	Zia
8-Sep	Mechanical Demo COMPLETE	Yucca
	Electrical Demo COMPLETE	Yucca
	Start Furring Walls Main Exhibit	Yucca
	Glass Block Installation	Yucca
	Plumbing Gas Lines	Yucca
	Start Set Exterior Jambs	Yucca
	Start Install Glass Hollow Metal Frames	Zia
	Start Install New Exterior Doors	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
9-Sep	Start Mechanical Rough In	Yucca
	Start Electrical Rough In	Yucca
	Furring Walls Main Exhibit	Yucca
	Glass Block Installation	Yucca
	Plumbing Gas Lines	Yucca
	Exterior Door Jambs Installation	Yucca
	Install Glass Hollow Metal Frames	Zia
	Install Exterior Doors	Zia
10-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Furring Walls Main Exhibit	Yucca
	Glass Block Installation	Yucca
	Plumbing Gas Lines	Yucca
	Exterior Door Jambs	Yucca
	Install Glass Hollow Metal Frames	Zia
	Install Exterior Doors	Zia
11-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Furring Walls Main Exhibit	COMPLETE
	Glass Block Installation	Yucca
	Plumbing Gas Lines	Yucca
	Exterior Door Jambs	Yucca
	Install Glass Hollow Metal Frames	COMPLETE
	Install Exterior Doors	COMPLETE
14-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Frame In Bathroom	Yucca
	Glass Block Installation	Yucca
	Exterior Door Jambs	COMPLETE
	Paint Prep Exterior	Zia
	Start Installation Overhead Door Main Exhibit	Yucca
15-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Bathroom Framing & Infill	Yucca
	Glass Block Installation	Yucca
	Install Over Head Door	Yucca
	Paint Prep Exterior	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
16-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Bath Framing and Infill COMPLETE	Yucca
	Glass Block Installation	Yucca
	Install Overhead Door COMPLETE	Yucca
	Paint Prep Exterior	Zia
17-Sep	Install Exterior Door Jambs	Yucca
	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Framing Sofits Main Exhibit	Yucca
	Glass Block Installation	Yucca
	Start Painting Exterior	Zia
18-Sep	Install Exterior Door Jambs	Yucca
	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Glass Block Installation	Yucca
	Painting Exterior	Zia
	Framing Sofits Main Exhibit	Yucca
21-Sep	Install Exterior Door Jambs COMPLETE	Yucca
	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Glass Block Installation	Yucca
	Framing Sofits Main Exhibit	Yucca
	Start Stucco Lath	Yucca
	Painting Exterior	Zia
22-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Glass Block Installation	Yucca
	Framing Sofits Main Exhibit	Yucca
	Start Stucco Lath	Yucca
	Exterior Painting	Zia
23-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Glass Block Installation	Yucca
	Framing Sofits Main Exhibit	Yucca
	Stucco Lath	Yucca
	Exterior Painting	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
24-Sep	Mechanical Rough In	Yucca
	Electrical Rough In	Yucca
	Glass Block Installation	Yucca
	Framing Sofits Main Exhibit	Yucca
	Stucco Lath	Yucca
	Exterior Paint	Zia
25-Sep	Mechanical Rough In COMPLETE	Yucca
	Electrical Rough In COMPLETE	Yucca
	Glass Block Installation COMPLETE	Yucca
	Framing Sofits Main Exhibit COMPLETE	Yucca
	Stucco Scratch Coat	Yucca
	Exterior Paint	Zia
28-Sep	Mechanical Pick Up	Yucca & Zia
	Electrical Pick Up	Yucca & Zia
	Insulation Exterior Walls	Yucca
	Stucco Scratch Coat	Yucca
	Exterior Painting COMPLETE	Zia
29-Sep	Mechanical Pick Up	Yucca & Zia
	Electrical Pick Up	Yucca & Zia
	Insulation Exterior Walls	Yucca
	Stucco Scratch Coat	Yucca
	Start Interior Painting	Zia
30-Sep	Mechanical Pick Up COMPLETE	Yucca & Zia
	Electrical Pick Up COMPLETE	Yucca & Zia
	Stucco Scratch Coat COMPLETE	Yucca
	Insulation Exterior Walls COMPLETE	Yucca
	Painting Interior	Zia
1-Oct	Start Drywall Hanging	Yucca
	Exterior Paint Prep	Yucca
	Installation Exterior Doors	Yucca
	Interior Painting	Zia
2-Oct	Drywall Hanging	Yucca
	Exterior Painting Prep	Yucca
	Installation Exterior Doors COMPLETE	Yucca
	Interior Painting	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
5-Oct	Drywall Hanging	Yucca
	Exterior Paint Prep COMPLETE	Yucca
	Interior Door Jambs	Yucca
	Interior Painting	Zia
	Electrical Room Conversion	Yucca
6-Oct	Drywall Hanging COMPLETE	Yucca
	Starting Exterior Paint	Yucca
	Interior Door Jambs	Yucca
	Drywall Taping	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting	Zia
7-Oct	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Interior Door Jambs COMPLETE	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting	Zia
8-Oct	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Electrical Room Conversion	Yucca
	Interior Paint	Zia
	Interior Door Hanging	Zia
9-Oct	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting	Zia
	Interior Door Hanging COMPLETE	Zia
12-Oct	Stucco Cover	Yucca
	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting	Zia
	Interior Door Hardware	Zia
	Start Mechanical Trim Out	Zia
	Start FRP Panels	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
13-Oct	Stucco Color	Yucca
	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting & Epoxy Floors	Zia
	Door Hardware Hanging	Zia
	Mechanical Trim Out	Zia
	FRP Panel Installation	Zia
14-Oct	Stucco Color COMPLETE	Yucca
	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting & Epoxy Floors	Zia
	Door Hardware Hanging	Zia
	Mechanical Trim Out	Zia
	FRP Panel Installation	Zia
15-Oct	Drywall Taping	Yucca
	Exterior Painting	Yucca
	Electrical Room Conversion	Yucca
	Interior Painting & Epoxy Floors	Zia
	Door Hardware Hanging	Zia
	Mechanical Trim Out	Zia
	FRP Panel Installation	Zia
16-Oct	Drywall Taping COMPLETE	Yucca
	Exterior Painting COMPLETE	Yucca
	Electrical Room Conversion COMPLETE	Yucca
	Interior Painting & Epoxy Floors COMPLETE	Zia
	Door Hardware Hanging COMPLETE	Zia
	Mechanical Trim Out	Zia
	FRP Panel Installation COMPLETE	Zia
19-Oct	Start Interior Paint Prep	Yucca
	Start Drywall Texture	Yucca
	Start Interior Door Installation	Yucca
	Mechanical Trim Out	Zia
	Electrical Trim Out	Zia
	Interior VCT Base	Zia

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
20-Oct	Interior Paint Prep	Yucca
	Drywall Texture COMPLETE	Yucca
	Interior Door Installation	Yucca
	Mechanical Trim Out	Zia
	Electrical Trim Out	Zia
	Interior VCT Base COMPLETE	Zima
	Plumbing Trim Out	Zia
21-Oct	Interior Paint Prep & Painting	Yucca
	Interior Door Installation	Yucca
	Mechanical Trim Out	Zia
	Electrical Trim Out	Zia
	Plumbing Trim Out	Zia
22-Oct	Painting Interior	Yucca
	Interior Door Installation	Yucca
	Mechanical Trim Out	Zia
	Electrical Trim Out	Zia
	Plumbing Trim Out	Zia
23-Oct	Painting Interior	Yucca
	Interior Door Installation COMPLETE	Yucca
	Mechanical Trim Out	Zia
	Electrical Trim Out	Zia
	Plumbing Trim Out COMPLETE	Zia
26-Oct	Interior Painting	Yucca
	Start FRP Panels	Yucca
	Start Ceramic Tile Installation	Yucca
	Start Roof Repairs	Yucca & Zia
	Start Electrical Exterior	Yucca
	Mechanical Trim Out COMPLETE	Zia
	Electrical Trim Out COMPLETE	Zia
27-Oct	Interior Paint	Yucca
	FRP Panels	Yucca
	Roof Repairs	Yucca & Zia
	Exterior Electrical	Yucca
	Exterior Mechanical	Yucca
	Ceramic Tile Installation	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
28-Oct	Interior Painting	Yucca
	FRP Panels	Yucca
	Roof Repairs	Yucca & Zia
	Exterior Mechanical	Yucca
	Exterior Electrical	Yucca
	Ceramic Tile Installation	Yucca
29-Oct	Interior Painting	Yucca
	FRP Panels	Yucca
	Roof Repairs	Yucca & Zia
	Exterior Mechanical	Yucca
	Exterior Electrical	Yucca
	Ceramic Tile Installation	Yucca
30-Oct	Interior Painting	Yucca
	FRP Panels	Yucca
	Roof Repairs COMPLETE	Yucca & Zia
	Exterior Mechanical COMPLETE	Yucca
	Exterior Electrical COMPLETE	Yucca
	Ceramic Tile Installation COMPLETE	Yucca
2-Nov	Interior Painting	Yucca
	FRP Panels	Yucca
	Mechanical Trim Out	Yucca
	Electrical/Mechanical Hook Up	Yucca & Zia
	Start Install VCT Flooring	Yucca
3-Nov	Interior Painting & Epoxy Floor	Yucca
	FRP Panels	Yucca
	Mechanical Trim Out	Yucca
	Electrical/Mechanical Hook Up	Yucca & Zia
	Installation VCT Flooring	Yucca
4-Nov	Interior Painting & Epoxy Floors	Yucca
	FRP Panels COMPLETE	Yucca
	Mechanical Trim Out	Yucca
	Electrical/Mechanical Hook Up	Yucca & Zia
	Installation VCT Flooring COMPLETE	Yucca
5-Nov	Interior Painting	Yucca
	Start Installation Door Hardware	Yucca
	Mechanical Trim Out	Yucca
	Electrical/Mechanical Hook Up	Yucca & Zia
	Start Installation Vinyl Cove Base	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
6-Nov	Interior Painting	Yucca
	Installation Door Hardware	Yucca
	Mechanical Trim Out	Yucca
	Electrical/ Mechanical Hook Up	Yucca & Zia
	Installation Vinyl Cove Base	Yucca
9-Nov	Start Installation T Bar Ceiling COMPLETE	Zia
	Interior Painting	Yucca
	Mechanical Trim Out	Yucca
	Electrical/Mechanical Hook Up	Yucca & Zia
	Installation Door Hardware	Yucca
	Installation VCT Base	Yucca
10-Nov	Installation T Bar Ceiling	Yucca
	Interior Painting	Yucca
	Mechanical Trim Out	Yucca
	Electrical/ Mechanical Hook Up	Yucca & Zia
	Installation Door Hardware COMPLETE	Yucca
	Installation VCT Base	Yucca
11-Nov	Installation T Bar Ceiling	Yucca
	Interior Painting	Yucca
	Mechanical Trim Out	Yucca
	Electrical/ Mechanical Hook Up	Yucca & Zia
	Installation Toilet Partitions	Zia
	Installation VCT Base	Yucca
12-Nov	Installation T Bar Ceiling	Yucca
	Interior Painting	Yucca
	Mechanical Trim Out	Yucca
	Electrical/ Mechanical Hook Up	Yucca & Zia
	Installation Toilet Partitions	Zia
	Installation VCT Base	Yucca
13-Nov	Installation T Bar Ceiling	Yucca
	Interior Painting	Yucca
	Mechanical Trim Out	Yucca
	Electrical/ Mechanical Trim Out COMPLETE	Yucca & Zia
	Installation Toilet Partitions COMPLETE	Zia
	Installation VCT Base	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

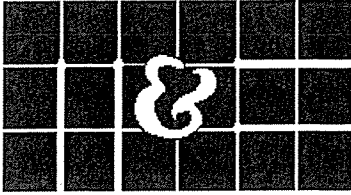
Date	Description	Building
16-Nov	Installation T Bar Ceiling	Yucca
	Interior Painting	Yucca
	Mechanical Pick Up	Zia
	Start Electrical Trim Out	Yucca
	Installation Finish Hardware	Zia
	Installation VCT Base	Yucca
17-Nov	Installation T Bar Ceiling	Yucca
	Interior Painting	Yucca
	Mechanical Pick Up	Zia
	Electrical Trim Out	Zia
	Installation Finish Hardware COMPLETE	Zia
	Start Carpeting	Yucca
18-Nov	Installation T Bar Ceiling COMPLETE	Yucca
	Interior Painting	Yucca
	Mechanical Pick Up	Zia
	Electrical Trim Out	Yucca
	Installation Toilet Partitions	Yucca
	Carpeting	Yucca
19-Nov	Interior Exterior Paint Pick Up	Zia
	Mechanical Pick Up COMPLETE	Zia
	Electrical Trim Out	Yucca
	Installation Toilet Partitions	Yucca
	Carpeting	Yucca
20-Nov	Interior Exterior Paint Pick Up	Zia
	Mechanical Pick Up	Yucca
	Electrical Trim Out	Yucca
	Installation Toilet Partitions COMPLETE	Yucca
	Carpeting COMPLETE	Yucca
23-Nov	Final Cleaning	Zia
	Interior Exterior Paint Pick Up	Zia
	Mechanical Pick Up	Yucca
	Electrical Trim Out	Yucca
	Installation Finish Hardware	Yucca
	Installation VCT Base	Yucca
24-Nov	Final Cleaning	Zia
	Interior Exterior Paint Pick Up	Zia
	Mechanical Pick Up	Yucca
	Electrical Trim Out	Yucca
	Installation Finish Hardware	Yucca
	Installation VCT Base	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
25-Nov	Final Cleaning COMPLETE	Zia
	Interior Exterior Paint Pick Up COMPLETE	Zia
	Mechanical Pick Up COMPLETE	Yucca
	Electrical Trim Out	Yucca
	Installation Finish Hardware COMPLETE	Yucca
	Installation VCT Base	Yucca
30-Nov	Interior Paint Pick Up	Yucca
	Start & Test Equipment	Zia
	Electrical Trim Out	Yucca
	VCT Base & Carpet Pick Up	Yucca
	Start Finish Cleaning	Yucca
1-Dec	Interior Paint Pick Up	Yucca
	Start & Test Equipment	Zia
	Electrical Trim Out	Yucca
	VCT Base & Carpet Pick Up COMPLETE	Yucca
	Finish Cleaning	Yucca
2-Dec	Interior Paint Pick Up	Yucca
	Test & Balance Equipment COMPLETE	Yucca
	Electrical Trim Out COMPLETE	Yucca
	Finish Cleaning	Yucca
	Exterior Clean Up	Zia
3-Dec	Interior Paint Pick Up	Yucca
	Mechanical Start Up	Yucca
	Electrical Pick Up	Yucca
	Finish Cleaning	Yucca
	Exterior Clean Up COMPLETE	Zia
4-Dec	Interior Paint Pick Up	Yucca
	Mechanical Start Up	Yucca
	Electrical Pick Up	Yucca
	Finish Cleaning	Yucca
7-Dec	Interior Paint Pick Up	Yucca
	Mechanical Test & Balance	Yucca
	Electrical Pick Up	Yucca
	Finish Cleaning Exterior	Yucca
8-Dec	Interior Paint Pick Up	Yucca
	Mechanical Test & Balance Final Inspection CID	Yucca
	Electrical Final Inspection CID	Yucca
	Finish Cleaning Exterior	Yucca

Schedule
Lea County Fairgrounds Renovation of Yucca & Zia Buildings

Date	Description	Building
9-Dec	Final Touch Up	Yucca & Zia
	Final Warrantees & Documentation On Site	Yucca & Zia
	All Subcontractor's Warrantees On Site	Yucca & Zia
	Substantial Completion	Yucca & Zia
10-Dec	Final Walk Through Owner & Architect	Yucca & Zia
	Submit All Final Paper Work To Owner & Architect	Yucca & Zia
11-Dec	Start Owner Architect Punch List	Yucca & Zia
14-Dec	Owner Architect Punch List	Yucca & Zia
15-Dec	Owner Architect Punch List	Yucca & Zia
Dec	Final Punch List Inspection Project Complete	



MECHANICAL & ELECTRICAL ENGINEERING, INC.

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8417 WASHINGTON PL. N.E.
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505/856-1699
fax 505/856-6099

FAX MEMO

DATE: July 28, 2009

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
2 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A preliminary pre-construction meeting was conducted on July 27, 2009 at the Albuquerque office of M & E Engineering. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>	<u>Fax</u>	<u>Email</u>
Rick Wilson	CDR Construction	575-434-8775	437-7091	cdrconstruction@qwestoffice.net
Byron Smith	M & Engineering	856-1699	856-6099	byron@mneengineering.com
Ann Quarles	M&E Engineering	983-2389	989-8775	annq@mneengineering.com

The following items discussed were of particular concern or in need of attention:

1. Construction Administration Authority

Role of the Engineer M & E Engineering / John Baumgartel
Ann Quarles, Project Manager
Byron Smith, Proj. Mgr & Proj. Engineer
Martin Kuziel, consultant architect

Role of the Owner Lea County / Ralph Nall

On-site - Jim Kemp

Role of the Contractor CDR Construction

On site supervisor: George Myers 480-212-3897

Assistant super: Sean Hines 575-430-2205

NOTE: M&E Engineering is the Engineer of Record. All communications should be directed to Ann or Byron. If CDR contacts Martin (Conron & Woods) directly, Rick is to notify Ann of items discussed.

2. Regulations: Safety -Compliance with OSHA

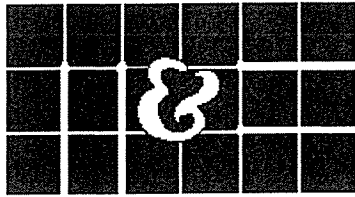
Wage Rate - Department of Workforce Solutions - Wage Rate package was provided to CDR. Payroll reports are not sent to M&E Engineering.

Environmental notifications prior to commencing asbestos abatement work.

3. Security: Building Access and Security
Location of Construction Materials and Vehicles
 - A. *These items will be discussed with Lea County and discussed at the next meeting.*
 - B. *Also to be discussed will be the best way to secure the Fairgrounds office and how to work at the site with minimum disruptions to the office operation.*
4. Scope of work items:
 - A. The feeders from the transformer to the building disconnect switch were not included in the electrical contractor's bid as the documents directed installation by Lea County Elec. Coop. Lea County Coop will not install these feeders. Electrical contractor to determine ability to reuse the main conduit and provide price for feeders.
 - B. Rick noted that the mounting of the existing plumbing fixtures will be adjusted to accommodate the FRP panel installation.
 - C. Rick mentioned two items to be considered during submittal review: The new entrance door to Yucca may be slightly wider. Two samples of FRP panels will be provided, one is the stamped tile and the other has texture. He and Martin discussed the possibility of a texture pattern in lieu of the tile pattern in the exhibit hall.
 - D. Weather barriers on window openings must be installed immediately after removal of windows.
5. Submittal Review Process: deliver M & E Engineering ABQ. Rick delivered the Asbestos Submittal and will provide all others soon.
6. Schedule of Work - On site Work Hours: M-F, 7 am - 5 pm will be typical
Project Schedule: schedule to be submitted
Date of Notice to Proceed: TBD, contract at Lea Cty being signed.
Substantial Completion: 120 days, if day 1 = Aug 12, substantial = Dec. 9
7. Change Order: Contract price or time.
Contingency or contract change pricing must be delineated by quantity (time and materials) times cost per unit.
Cash Allowance: \$3,000.00 record drawings
Cash Contingency Allowance : \$70,000
8. Progress Payments: Schedule of values: submit for review prior to first application
CDR presented a detailed schedule of values including estimated payments.
M&E needs to review schedule on the pay application form.
Process: deliver pay application to M&E Engineering by the 25th
9. Inspections and regular Construction meetings:
Weekly phone conference meetings will be held on Wednesday at 8:30 am.
Ann will provide a conference call in number for all parties.
First telephone conference will be August 5.
On site meetings will be held twice a month. Day and time TBD.
10. Other items
 - a. Wall wash for lead leaching test will conducted on Tuesday, July 28.
 - b. Project sign: location TBD by Ralph or Jim. To be installed Thursday or Friday.
 - c. Ann will notify Ralph of both dates.
 - d. M&E provided transmittal to CDR with copy of permit application, wage rate decision package, and extra sets of drawings.
 - e. The background air test will be conducted on Monday, August 10.

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by Ann Quarles, Project Manager



MECHANICAL & ELECTRICAL ENGINEERING, INC.

1222 LUISA ST., SUITE B
SANTA FE, NM 87505
505/983-2389
fax 505/989-8776

8417 WASHINGTON PL. N.E.
ALBUQUERQUE, NM 87113
505/856-1699
fax 505/856-6099

FAX MEMO

DATE: August 21, 2009

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
4 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A construction meeting was conducted on August 20, 2009 at the job site. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>	<u>Fax</u>	<u>Email</u>
Rick Wilson	CDR Construction	575-434-8775	437-7091	cdrconstruction@qwestoffice.net
Ann Quarles	M&E Engineering	505-983-2389	989-8775	annq@mneengineering.com
George Myers	CDR Construction	575-434-8775		
Donald Akridge	Service Electric	505-908-8627		
Steven Simpson	GWC Construction	575-396-8492		
Victor Escobedo	Advantage USA Inc	210-385-4533		
David Naylor	Advantage USA Inc	210-771-0721		
Werner Ullrick	Meraz Painting, Inc.	575-932-8679		
Jerry Carter	Basin Air	575-430-7817		
Wayne Carter	Basin Air	575-443-1499		
Rubin Garcia	Meraz Painting, Inc.	575-621-7436		
Angel Meraz	Meraz Painting, Inc.	575-649-8193		

The following items discussed were of particular concern or in need of attention:

1. Construction Administration Authority

Role of the Engineer	M & E Engineering / John Baumgartel Ann Quarles, Project Manager Byron Smith, Proj. Mgr & Proj. Engineer Martin Kuziel, consultant architect
Role of the Owner	Lea County / Ralph Nall On-site - Jim Kemp
Role of the Contractor	CDR Construction On site supervisor: George Myers 480-212-3897 Assistant super: Sean Hein 575-430-2205

NOTE: M&E Engineering is the Engineer of Record. All communications should be directed to Ann or Byron. If CDR contacts Martin (Conron & Woods) directly, Rick is to notify Ann of items discussed.

3. Security: Building Access and Security

- A. Arrangements for space for materials and vehicles has been made between CDR and Lea Fairgrounds.
- B. Some contractors may want to place living/quarter trailers on the site. Ann will ask Ralph if there are any rules and regulations.

4. Summary of work items reviewed and discussed:

A. Finishes both buildings:

- 1. FRP pattern and color, paint colors and gypboard texture will be discussed on August 28.
- 2. Exterior paint preparation. It was noted that Meraz Painting has completed extensive patch and fill and used an elastomeric primer to insure a good finish.
- 3. Yucca restroom floor: CDR concerned about possible cracking when ADA restroom floor is leveled and coated with epoxy paint. To be discussed on Aug. 28.

B. Zia Building

- 1. Removal of windows and all framing has left a larger (higher) window opening than was expected based on existing drawings and observations. CDR and C&W to resolve detail and any added materials needed.
- 2. Owner has requested pricing on replacement of additional doors.
- 3. Front doors: CDR requested to reuse frame at front doors so that glass block will not be disturbed. Approved pending submittal on replacement door.
- 4. CDR may remove wall section left between exterior wall and door way. Wall section will get replaced when section of wall between new ADA and electric room is installed.

C. Yucca Building

- 1. Exhibit display cabinets in Yucca: CDR to investigate completion of most work in 2 storage rooms so that display cabinets can be placed in storage rooms and out of way. Owner does not want to remove these cases from the building.
- 2. North and south wall furring: CDR noted that 7/8 in. furring will not cover columns. C&W to determine whether to increase furr out.
- 3. CDR & Service Electric can furr out for the block of conduit at the west end of the north and south walls.
- 4. Owner does not want a soap dish or dispenser in the shower at Yucca.
- 5. Wall details, B4 and B6 and C3 on sheet A4.02. CDR to discuss with C&W on 8/28.

D. Yucca Electric

- 1. Exterior conduit on exterior for RV hookups must stay.
- 2. Service Electric and Lea Cty Elec Coop have resolved installation of new 3 phase service entrance. Service Electric to provide cost.
- 3. No phone by contractor. Owner installing new phone service at Fairgrounds. Contractor to provide fire alarm panel phone requirement information to Owner.

E. Yucca Mechanical

- 1. Basin Air requests clarification of sequence of operation.
- 2. Basin Air intends to use 26 ga. Galvanized metal as wrap on exterior ductwork - is this acceptable.

3. Basin Air noted that some ductwork crossovers will not fit within the lowered ceiling. M&E to review conditions and provide revised layout. Note - Basin Air has provided material submittals but not shop drawings.

F. Zia Electric

1. Service Electric and Lea Cty Elec Coop have resolved installation of new 3 phase service entrance. Lea Cty Elec Coop intends to install a pole mounted transformer in the parking lot and Service Electric will bore under the concrete to the location of the existing transformer. Existing pad mounted transformer will be removed. Service Electric to provide cost for feeders.
2. No phone by contractor. Owner installing new phone service at Fairgrounds. Contractor to provide fire alarm panel phone requirement information to Owner.
3. Service Electric noted that existing fan locations are down the middle of the building, not in 2 rows. Reuse of mounts and installation in single row was approved.
4. CDR noted that exterior lighting on Zia is to remain.
5. Space conflict with ductwork in electric room. See Zia mechanical.

G. Zia Mechanical

1. Space conflict between return air ductwork route for new furnace and massive amounts of conduit on same wall. Discussed possibility of eliminating ductwork and using a return air grill in the door. Code requirements will prevail. M&E to consider and assist with resolve.
2. Ductwork in exhibit hall is to noted as hung from structure. Some support is needed in area where only decking is located above ductwork. Mechanical and CDR to coordinate with Service Electric so that mechanical can use cross support members being installed and used for light fixture installation. CDR to provide cost for additional cross members needed beyond those shared with electrical.
3. Ductwork to Ralph's office will need to be offset to avoid telecommunications panel now located on office wall. Return air and supply air should be kept as far apart as possible.

H. Environmental

1. GWC Construction noted that the asbestos containment was secure when they completed work in Zia. CDR and GWC did not know how the containment had gotten loose. GWC requested that in the future Assaigai notify them of when they intend to take the clearance sample so that they can be present.
2. Abatement work was complete in Zia and GWC noted that mastic was removed from the electrical room floor also.
3. Abatement at Yucca was underway. Barriers at the east and west ends were secure.

- I. Weather barriers were not installed on window openings in Zia. In the event of rain, barriers should be installed immediately after removal of windows.

5. Submittal Review: Most submittals have been received, reviewed and returned
Fire alarm shop drawings - in review at M&E

Not received as of 8/20

Resubmittal of Light Fixtures D and L

S Remote Sensor

T1 Temperature Rise T-stat

TC Time Clock

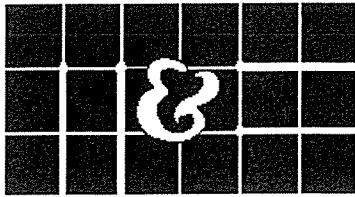
6. Schedule of Work - On site Work Hours are generally M-F, 7 am - 5 pm will be typical

Project schedule has been received
Substantial Completion: Dec. 11, 2009

7. Change Order: Contract price or time.
Contingency or contract change pricing must be delineated by quantity (time and materials) times cost per unit.
Cash Allowance: \$3,000.00 record drawings
Cash Contingency Allowance : \$70,000 - no approvals as of 8/20/09
Pending pricing - Electrical feeder pricing
Additional doors in Zia
8. Inspections and regular Construction meetings:
Weekly phone conference meetings will be held on Thursday at 9:00 am.
Call in number 1-218-936-7979, access code 453862
On site meetings will be arranged twice a month. Next meeting: Friday, August 28 at 8:30 am. Architect Martin Kuziel will attend.
9. CDR notified M&E that Subcontractor Lujan tile work (LTW) has withdrawn from the project. They did not sign and return the contract and have not responded to calls. CDR is finding other subcontractors to complete the work. (Note - Aug. 21 CDR received formal written notification from LTW.)

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by Ann Quarles, Project Manager



MECHANICAL & ELECTRICAL ENGINEERING, INC.

1222 LUISA ST., SUITE B
SANTA FE, NM 87505
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8417 WASHINGTON PL. N.E.
ALBUQUERQUE, NM 87113
505/856-1699
fax 505/856-6099

FAX MEMO

DATE: September 11, 2009

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
6 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A construction meeting was conducted on September 10, 2009 at the job site. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>	<u>Fax</u>	<u>Email</u>
Ralph Nall	Lea County	575-391-2900		rnall@leacounty.net
Rick Wilson	CDR Construction	575-434-8775		
George Myers	CDR Construction	575-434-8775		
Donald Akridge	Service Electric	505-908-8627		
Doug Stowall	J Bar D Plumbing	575-437-5158	575-457-7091	jbardplumbing@questoffice.net
Martin Kuziel	Conron & Woods	505-983-6948		martin@conronandwoods.com
John Baumgartel	M&E Engineering	505-983-2389		hjb@mneengineering.com

The following items discussed were of particular concern or in need of attention:

1. Lea County has provided a trailer office for the Lea County office and moved the staff to the trailer to accommodate the construction project. Lea County is asking the Contractor to consider picking up the cost. M&E to obtain cost from Lea County and discuss with Contractor.

2. Summary of work items reviewed and discussed:

A. Finishes both buildings:

1. The Marlite panel for Yucca exhibit space is to be #181 "Dusk". Ralph would like to have a larger sample size prior to ordering this material selection. Martin provided sample to Ralph. Approval is pending approval of paint colors.

Interior colors: Ralph has requested a sample be prepared by the contractor (3'x3' 48" off floor) on interior wall surface for approval by Ralph. The following colors are to be presented for approval:

Yucca building: Kwall "Kicking Horse" #CLW1003W

Zia Building: Dunn Edwards "Finest Silk" #DE6127
Kwall "Crouton" #CL2672W

9/10 - Approval pending preparation of paint sample.

2. Yucca ADA restroom floor: CDR concerned about possible cracking when ADA restroom floor is leveled and coated with epoxy paint. CDR provided two price for alternate flooring: ceramic tile and VCT as CO# 10. Lea County requests installation of the VCT. Work is approved as CAE #2 for VCT on ADA restroom floor room 106/107 for \$462.00.

CRD to submit cutsheet from supplier for selection.

B. Zia Building

1. Owner has requested pricing on replacement of additional doors. Contractor to revise door price in conjunction with door grille for electrical room.

Contractor provided cost proposal on 9/8/09 as CO 6. M&E and C&W to review and make recommendation.

2. Front doors: CDR requested to reuse frame at front doors so that glass block will not be disturbed. Approved per submittal dated 7/21/09, CDR to provide credit for frames.

Contractor provided credit proposal on 9/8/09 as CO 6. M&E/C&W to review and make recommendation.

3. There was discussion regarding removal of existing HC sink in Mens and Women's restroom. DO NOT remove.
4. Ralph's office, Office #3, room 107: Lea County requested pricing for additional work.

Contractor provided cost proposal on 9/8/09 as CO 8. M&E/C&W to review and make recommendation.

5. Pricing for additional work for Womens' Restroom Rm 110 has been requested. M&E to review scope with Ralph and to provide information CDR for pricing.

C. Yucca Building

1. Exhibit display cabinets in Yucca: CDR to investigate completion of most work in 2 storage rooms so that display cabinets can be placed in storage rooms and out of way. Aug 28 & Sept 10: Cabinets still in exhibit space. CDR is going to move into adjacent storage spaces as needed to provide clear working area.
2. North and south wall furring: CDR noted that 7/8 in. furring will not cover columns. CDR to provide pricing for 1-5/8 furring to cover the steel columns on North and South walls. Contractor is not to use on East and West walls. Contractor to recess electrical into West wall.

Contractor provided cost proposal on 9/8/09 as CO 7. M&E/C&W to review and make recommendation.

- 3.. Contractor to provide price for door with frame for Storage #4, room 121. Door to be custom size 3'-10" x 8'-6" high wood door/ metal frame. Hardware to be 4 hinges, lockset (storeroom, ADA lever handle) flush bolts, astragal, and wall mounted door stop.

Contractor provided cost proposal on 9/8/09 as CO 6. M&E/C&W to review and make recommendation.

4. Contractor to price new toilet partitions for Women's 120 and 119, separately. Same layout new partitions. Pending pricing.
5. Cabinets and FRP panel in Snack room 106 cover over door/frame to be removed. Furr out wall from corridor with 4 inch metal studs with ½" gypboard, tape and paint. Ralph would like to investigate eliminating wall between Snack 106 and Storage 105, revise kitchen sink and cabinets.

Contractor provided cost proposal on 9/8/09 as CO 9. Contractor to revise and resubmit cost proposal to include removal of existing electrical panel, which is located on wall to be removed, and revise circuits. M&E to discuss clarify scope with Ralph.

6. Room Storage #2, room 113: Contractor to fill existing wall cracks w/ sealant, paint. Fill open crack at floor to wall joint w/ sealant

CDR will obtain information from painting sub upon return to job as to how to proceed.

7. Contractor notified M&E that gas pressure at Yucca Building service does not seem to align with information on the plans.

M&E has notified New Mexico Gas to determine a recommendation.

D. Yucca Electric

1. Service Electric and Lea Cty Elec Coop have resolved installation of new 3 phase service entrance. Service Electric to provide cost. See Zia Electric, item 1.
2. Electrician to rework all exterior trailer hook-up plugs and clean up wall at Yucca.

Contractor provided cost proposal on 9/8/09 as CO 4. M&E/ C&W to review and make recommendation.

3. Sheet E-102, The existing conduit cannot be reused. Located underground, the conduit contains corroded wiring. The wiring cannot be pulled out of the conduit. Service Electric is preparing a cost to replace unuseable conduit.
4. Sheet SE101, Electrician wants to eliminate new pull box Note 6 and underground installation of service line to vendor power panel. Alternate route through building was discussed. Service Electric is preparing credit.

E. Yucca Mechanical

1. Basin Air noted that some ductwork crossovers will not fit within the lowered ceiling. M&E to review conditions and provide revised layout. Note - Basin Air has provided material submittals but not shop drawings. M&E has provided a revised

layout for consideration. Basin and M&E reviewed and discussed existing conditions.

M&E to provide Contractor with revised sketch for consideration.

F. Zia Electric

1. Service Electric to coordinate meeting between Owner and Lea Cty Elec Coop for final resolve of installation of new 3 phase service entrance. And to provide pricing on final solution.

M&E to provide clarification on transformer sizing per Lea Cty Elec Coop request.

2. CDR noted that exterior lighting on Zia is to remain. Owner has requested pricing for new lighting. M&E and Ralph discussed layout.

M&E to revise layout sketches and to CDR for pricing.

3. Space conflict with ductwork in electric room. See Zia mechanical. Being resolved by door grille, part of CO 6, pending review.
4. Existing speaker wire in Office #2 needs to be placed in conduit up wall and as it exits into exhibit space. Service Electric to provide price to install conduit.

Contractor provided cost proposal on 9/8/09 as CO 4. M&E/ C&W to review and make recommendation.

G. Zia Mechanical

1. Space conflict between return air ductwork route for new furnace and massive amounts of conduit on same wall. Sketch has been provided to CDR for door grille pricing. Pricing to be included with new doors pricing. Part of CO #6, pending review.
2. Duct work as hung in Zia Women's room 110 and office 111 is unacceptable. It was not coordinated with other work. Contractor to remove duct work as it was installed prior to electrical demolition. The height of the duct work does not meet code as required 7'-6" and ductwork is in way of electrical wiring to be removed. CDR, M&E and C&W to discuss options for office 111.

M&E/C&W to provide pricing list for new work in Women's Room 110, Office 111

3. Existing 2" gas line in Zia toilet room 106. Contractor to price relocating gas line to exterior. M&E and plumber discussed reroute outside of wall to avoid both rooms. Contractor to price for approval.

Contractor provided cost proposal on 9/8/09 as CO 5. M&E to review and make recommendation.

4. Sheet P-202, Plumbing roof plan, Plumber wants to eliminate gas line routed around high roof and run from meter up directly to RTU12, credit for less gas line run. M&E reviewed intention.

Contractor provided credit proposal on 9/8/09 as CO 5. M&E to review and make recommendation.

5. Location of drinking fountain in Zia next to Kitchenette 108. Plumber did investigation into waste line, vent is broken off in wall when addition was added, will need to cut floor and wall to rebuild or has the option of relocating drinking fountain to rear of women's 110 M&E to review.

Contractor provided cost proposal on 9/8/09 as CO 5. M&E to review and make recommendation.

6. Sheet P-201, Existing sewer line at janitor sink is only 2" instead of 3 inch. Plumber has stubbed out 3" line and will need to dig to existing clean-outs at exterior of building. M&E to review.

Contractor provided cost proposal on 9/8/09 as CO 5. M&E to review and make recommendation.

7. Basin has requested clarification of controls for units. M&E to provide.

H. Environmental

Asbestos abatement at Yucca is complete, except for the removal of caulking/sealant on framework at Women's room 120 removal areas. Contractor completed removal.

- I. Weather barriers were not installed on window openings in Zia. In the event of rain, barriers should be installed immediately after removal of windows. Currently no barriers in place.

5. Submittal Review: Most submittals have been received, reviewed and returned

Resubmittal of Light Fixtures D and L

S Remote Sensor

T1 Temperature Rise T-stat

TC Time Clock

6. Schedule of Work - On site Work Hours are generally M-F, 7 am - 5 pm will be typical
Project schedule to be updated. CDR to provide.
Substantial Completion: Dec. 11, 2009

7. Change Order: Contract price or time.

Contingency or contract change pricing must be delineated by quantity (time and materials) times cost per unit.

Cash Allowance: \$3,000.00 record drawings

Cash Contingency Allowance : \$70,000 - as of 8/20/09

CAE #1 Zia window infill \$1,739.97 approved

CAE #2 Yucca ADA flooring \$ 462.00 approved

Pricing requests to be submitted as of 9/9:

Electrical feeder pricing, Item #2 D1 and F1

Yucca - Women's room, 120 & 119 toilet partitions, item #2, C4

Yucca - Mechanical layout revision, item #2 E1

Yucca - replacement of unuseable conduit, item #2, D3

Yucca - credit for vendor power re-route, item #2, D4

Zia - New exterior light fixtures, Item #2, F2

Zia - Womens' room 110 and Office 111, new work list

8. Inspections and regular Construction meetings:

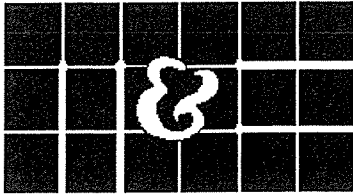
Weekly meetings - When an on site meeting is not held, a phone conference meeting will be held on Thursday at 9:00 am.

Call in number 1-218-936-7979, access code 453862

Next on-site meeting: TBD. Will determine when next needed.

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by John Baumgartel, M&E Engineering and Martin Kuziel, Conron and Woods



MECHANICAL & ELECTRICAL ENGINEERING, INC.

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fax 505/856-6099

FAX MEMO

DATE: September 20, 2009

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
6 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A construction meeting was conducted on September 17, 2009 via telephone. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>	<u>Fax</u>	<u>Email</u>
George Myers	CDR Construction	575-434-8775		
Donald Akridge	Service Electric	505-908-8627		
Ann Quarles	M&E Engineering			
Jerry Carter	Basin Air			

The following items discussed were of particular concern or in need of attention:

Progress was reviewed. most glass block in, window frames in and glass ordered, Zia ductwork in progress, painter prepping Zia exhibit, block patched, doors slow. Progress was ahead on some items and behind on others. Ann requested updated schedule as not yet received.

Inspection: CID inspected the framing in Yucca and wandered the building. He has made additional requests for ADA work in Women's restroom. To be discussed next meeting.

Toilet Installation: in both buildings some toilets are loose/rocky. Plumber reports toilet flange is broken and should be replaced. CDR/plumber to provide cost of flange repair kit.

1. Lea County has provided a trailer office for the Lea County office and moved the staff to the trailer to accommodate the construction project. Lea County is asking the Contractor to consider picking up the cost. M&E to obtain cost from Lea County and discuss with Contractor.

2. Summary of work items reviewed and discussed:

A. Finishes both buildings:

1. The Marlite panel for Yucca exhibit space is to be #181 "Dusk". Ralph would like to have a larger sample size prior to ordering this material selection. Martin provided sample to Ralph. Approval is pending approval of paint colors.

Interior colors: Ralph has requested a sample be prepared by the contractor (3'x3' 48" off floor) on interior wall surface for approval by Ralph. The following colors are to be presented for approval:

Yucca building: Kwall "Kicking Horse" #CLW1003W

Zia Building: Dunn Edwards "Finest Silk" #DE6127
Kwall "Crouton" #CL2672W

9/10 - Approval pending preparation of paint sample.

9/17 - Ann to discuss with Ralph.

2. Yucca ADA restroom floor:
CRD to submit cutsheet from supplier for color selection.

B. Zia Building

1. Owner has requested pricing on replacement of additional doors. Contractor to revise door price in conjunction with door grille for electrical room.

Contractor provided cost proposal on 9/8/09 as CO 6. **Approved on 9/15/09**

2. Front doors: CDR requested to reuse frame at front doors so that glass block will not be disturbed. Approved per submittal dated 7/21/09, CDR to provide credit for frames.

Contractor provided credit proposal on 9/8/09 as CO 6. **Approved on 9/15/09**

3. Ralph's office, Office #3, room 107: Lea County requested pricing for additional work.

Contractor provided cost proposal on 9/8/09 as CO 8. M&E/C&W to review and make recommendation. **Revision requested on 9/15.**

4. Pricing for additional work for Womens' Restroom Rm 110 has been requested. M&E to review scope with Ralph and to provide information CDR for pricing.

Pricing was received and reviewed on 9/15 and a revision requested.

C. Yucca Building

1. Exhibit display cabinets in Yucca: CDR to investigate completion of most work in 2 storage rooms so that display cabinets can be placed in storage rooms and out of way. Aug 28 & Sept 10: Cabinets still in exhibit space. CDR is going to move into adjacent storage spaces as needed to provide clear working area.
2. North and south wall furring: CDR noted that 7/8 in. furring will not cover columns. CDR to provide pricing for 1-5/8 furring to cover the steel columns on North and South walls. Contractor is not to use on East and West walls. Contractor to recess electrical into West wall.

Contractor provided cost proposal on 9/8/09 as CO 7. **Approved on 9/15**

- 3.. Contractor to provide price for door with frame for Storage #4, room 121. Door to be custom size 3'-10" x 8'-6" high wood door/ metal frame. Hardware to be 4 hinges, lockset (storeroom, ADA lever handle) flush bolts, astragal, and wall mounted door stop.

Contractor provided cost proposal on 9/8/09 as CO 6. **Approved on 9/15**

4. Contractor to price new toilet partitions for Women's 120 and 119, separately. Same layout new partitions.

Pricing was received on 9/16 and is being reviewed.

5. Cabinets and FRP panel in Snack room 106 cover over door/frame to be removed. Furr out wall from corridor with 4 inch metal studs with ½" gypboard, tape and paint. Ralph would like to investigate eliminating wall between Snack 106 and Storage 105, revise kitchen sink and cabinets.

Contractor provided cost proposal on 9/8/09 as CO 9. Contractor to revise and resubmit cost proposal to include removal of existing electrical panel, which is located on wall to be removed, and revise circuits. M&E to discuss clarify scope with Ralph.

Revision was received, however, revision rejected as 220 outlet for stove is required.

6. Room Storage #2, room 113: Contractor to fill existing wall cracks w/ sealant, paint. Fill open crack at floor to wall joint w/ sealant

CDR will obtain information from painting sub upon return to job as to how to proceed.

7. Contractor notified M&E that gas pressure at Yucca Building service does not seem to align with information on the plans.

M&E and New Mexico Gas have reviewed conditions and New Mexico Gas to provide medium pressure per their email of 9/15 which was forwarded to CDR.

D. Yucca Electric

1. Service Electric and Lea Cty Elec Coop have resolved installation of new 3 phase service entrance. Service Electric to provide cost. See Zia Electric, item 1.

Price proposal received 9/16, pending review.

2. Electrician to rework all exterior trailer hook-up plugs and clean up wall at Yucca.

Contractor provided cost proposal on 9/8/09 as CO 4. **Approved 9/15.**

3. Sheet E-102, The existing conduit cannot be reused. Located underground, the conduit contains corroded wiring. The wiring cannot be pulled out of the conduit. Service Electric is preparing a cost to replace unuseable conduit.

Price proposal received 9/16, pending review.

4. Sheet SE101, Electrician wants to eliminate new pull box Note 6 and underground installation of service line to vendor power panel. Alternate route through building was discussed. Service Electric is preparing credit.

Price proposal received 9/16, pending review.

5. New item: A conflict was noted between light fixture and ceiling grid layout in Yucca Rooms 115, 116, 117, and 118. M&E to resolve.

E. Yucca Mechanical

1. Basin Air noted that some ductwork crossovers will not fit within the lowered ceiling. M&E to review conditions and provide revised layout. Note - Basin Air has provided material submittals but not shop drawings. M&E has provided a revised layout for consideration. Basin and M&E reviewed and discussed existing conditions.

M&E has provided Contractor with revised sketch for consideration.

2. New item: Jerry and M&E confirmed that unit location has remained the same.

F. Zia Electric

1. Service Electric to coordinate meeting between Owner and Lea Cty Elec Coop for final resolve of installation of new 3 phase service entrance. And to provide pricing on final solution.

M&E provided clarification on transformer sizing.

2. CDR noted that exterior lighting on Zia is to remain. Owner has requested pricing for new lighting. M&E and Ralph discussed layout.

M&E revised layout sketches and sent to CDR for pricing.

3. Space conflict with ductwork in electric room. See Zia mechanical. Being resolved by door grille, part of CO 6. **Approved 9/15.**
4. Existing speaker wire in Office #2 needs to be placed in conduit up wall and as it exits into exhibit space. Service Electric to provide price to install conduit.

Contractor provided cost proposal on 9/8/09 as CO 4. **Approved 9/15.**

G. Zia Mechanical

1. Space conflict between return air ductwork route for new furnace and massive amounts of conduit on same wall. Sketch has been provided to CDR for door grille pricing. Pricing to be included with new doors pricing. Part of CO #6. **Approved 9/15.**
2. Duct work as hung in Zia Women's room 110 and office 111 is unacceptable. It was not coordinated with other work. Contractor to remove duct work as it was installed prior to electrical demolition. The height of the duct work does not meet code as required 7'-6" and ductwork is in way of electrical wiring to be removed. CDR, M&E and C&W to discuss options for office 111.

M&E/C&W to provide pricing list for new work in Women's Room 110, Office 111.

Pricing was received 9/16, needs to be revised per revised scope.

3. Existing 2" gas line in Zia toilet room 106. Contractor to price relocating gas line to exterior. M&E and plumber discussed reroute outside of wall to avoid both rooms. Contractor to price for approval.

Contractor provided cost proposal on 9/8/09 as CO 5. Pending revision to other items in CO 5.

4. Sheet P-202, Plumbing roof plan, Plumber wants to eliminate gas line routed around high roof and run from meter up directly to RTU12, credit for less gas line run. M&E reviewed intention.

Contractor provided credit proposal on 9/8/09 as CO 5. M&E to review and make recommendation. Pending revision to other items in CO 5

5. Location of drinking fountain in Zia next to Kitchenette 108. Plumber did investigation into waste line, vent is broken off in wall when addition was added, will need to cut floor and wall to rebuild or has the option of relocating drinking fountain to rear of women's 110 M&E to review.

Contractor provided cost proposal on 9/8/09 as CO 5. Contractor to show credit for work at original installation.

6. Sheet P-201, Existing sewer line at janitor sink is only 2" instead of 3 inch. Plumber has stubbed out 3" line and will need to dig to existing clean-outs at exterior of building. M&E to review.

Contractor provided cost proposal on 9/8/09 as CO 5. Pending revision to other items in CO 5

7. Basin has requested clarification of controls for units. M&E to provide.

5. Submittal Review: Most submittals have been received, reviewed and returned

Resubmittal of Light Fixtures D and L

S	Remote Sensor
T1	Temperature Rise T-stat
TC	Time Clock

6. Schedule of Work - On site Work Hours are generally M-F, 7 am - 5 pm will be typical
Project schedule to be updated. CDR to provide.
Substantial Completion: Dec. 11, 2009

7. Change Order: Contract price or time.

Contingency or contract change pricing must be delineated by quantity (time and materials) times cost per unit.

Cash Allowance: \$3,000.00 record drawings

Cash Contingency Allowance : \$70,000 - as of 8/20/09

CAE #1 Zia window infill	\$1,739.97
CAE #2 Yucca ADA flooring (CO10)	\$ 462.00
CAE #3 Misc. Elec (CO4)	\$ 900.63
CAE #4 Doors (CO6)	\$ 5,228.00
CAE #5 Yucca furring (CO7)	\$1,015.90

8. Inspections and regular Construction meetings:

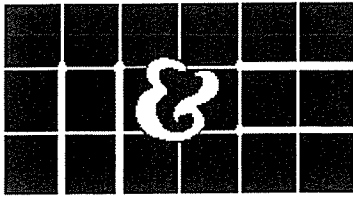
Weekly meetings - When an on site meeting is not held, a phone conference meeting will be held on Thursday at 9:00 am.

Call in number 1-218-936-7979, access code 453862

Next on-site meeting: TBD.

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by Ann Quarles, M&E Engineering



MECHANICAL & ELECTRICAL ENGINEERING, INC.

1222 LUISA ST., SUITE B
SANTA FE, NM 87505
505/983-2389
fax 505/989-8776

8417 WASHINGTON PL. N.E.
ALBUQUERQUE, NM 87113
505/856-1699
fax 505/856-6099

FAX MEMO

DATE: October 12, 2009

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
2 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A construction meeting was conducted on October 8, 2009 at the job site. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>	<u>Fax</u>	<u>Email</u>
Ralph Nall	Lea County			
Rick Wilson	CDR Construction			
George Myers	CDR Construction	575-434-8775		
Martin Kuziel	Conron & Woods			

The following items discussed were of particular concern or in need of attention:

CID inspector was on site for lath inspection at Yucca.

Workers on site: 3 Electricians
3 HVAC
4 CDR
3 Plasters
1 Plumber
2 Glass Co.

1. Color selections made w/ Ralph:

A. Carpet Selection: Yucca

Mohawk # 878 Sequoia (Exhibit space)

Mohawk # 998 Night Glow (Offices and vestibule corridor)

B. VCT selection: Yucca

Armstrong # 51811 Antique White (corridor, storage 2 and 3)

Armstrong # 57206 Fresco Red Arteffects (Toilet 108)

C. Ceramic Tile selection: Yucca (109 shower)

Dal-Tile 4x4 Price group 2

Floor- matte 0736 Fawn

Walls- semigloss K174 Mexican Sand

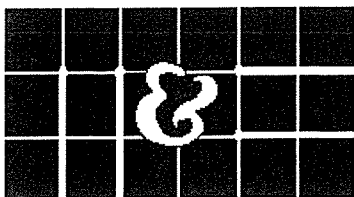
D. Vinyl Base: 4" Johnsonite Beige RWDC49WB

2. Ralph would like to know if the motor on the roll up doors could be rotated up to the top of the flange, Rick to contact door supplier. Solution for the ceiling in Yucca was worked out w/ George, see attached sketch. The motor will require 36" clearance which will put the ceiling 7'-8" from the back wall. This will eliminate two light fixtures in the ceiling layout.
3. The wall angle of the ceiling grid in Ralph's office will be covered over by the application of drywall and furring strips on the wall. Ralph approved putting new ceiling in his office for \$706.00.
4. George had several questions:
 - A. Ceiling fan submittal, what is status?
 - B. Time clock in Ralph's office, what is the purpose?
5. The exposed HVAC duct work on Yucca lower roof needs to be painted out.
6. Sealant at the windows at Zia is in the process of being re-done, application was not acceptable.
7. Painting in Zia's ceiling has started and is about 1/3 from the rear of the building.
8. Plumbing and electrical inspections have been made at Zia and Yucca.
9. Rick mentioned that the updated schedule has been sent to Ann
10. George got permission from Skip for grab bar length to be 1" less.
11. Toilet flange wall kits: 2 kits to be installed.
12. Detail at HVAC duct work at Zia windows will be a 3/4 " AD Plywood painted interior, sheet metal cover at exterior.
13. Yucca building storage room #2 room 113, filling of cracks/ joint is in the Lead abatement price.
14. Basin Air provided a no pricing letter, Rick included in CO #20
15. CDR will request additional days to complete added work, Rick to have next week.
16. Inspections and regular Construction meetings:
Weekly meetings - When an on site meeting is not held, a phone conference meeting will be held on Thursday at 9:00 am.
Call in number 1-218-936-7979, access code 453862

Next on-site meeting: October 22, 2009

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by Martin Kuziel, Conron & Woods



MECHANICAL & ELECTRICAL ENGINEERING, INC.

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8417 WASHINGTON PL. N.E.
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fax 505/856-6099

FAX MEMO

DATE: October 27, 2009

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
2 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A construction meeting was conducted on October 22, 2009 at the job site. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>
George Myers	CDR Construction	575-434-8775
Ann Quarles	M & E Engineering	505-983-2389

The following items discussed were of particular concern or in need of attention:

CID inspector and electrical inspector were at the site.

1. Yucca

- Drywall is mostly complete and drywall ceiling parts in exhibit hall were installed.
- Mechanical largely complete except for exterior ductwork insulation, insulation jacket and painting.
- Electrical rough in complete and wire was being pulled. Anticipated by completion by end of Oct except for trim out and installation of fixtures.
- Fire alarm installer (Microtec) at site to review rough-in and coordinate with mechanical devices. Installation to be completed week of Nov. 2.
- Drywall completion, painting and acoustical ceilings to start early Nov.

2. Zia

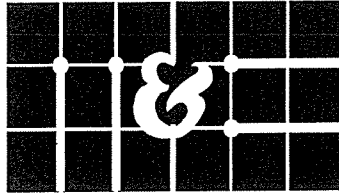
- Mechanical complete except for trim out, return air diffusers and exterior ductwork insulation, jacket and paint. Paint required on Sheet metal trim at penetrations.
- Fire alarm installer (Microtec) at site to review rough-in and coordinate with mechanical devices. Installation to be completed week of Nov. 2.
- Rough-in was underway. Chaparral panels in place. Modifications were made to panel arrangement to accommodate future renovations and power upgrade in Chaparral.

3. Sealant at the windows at Zia is to be re-done, application was still not acceptable.
4. Updated schedule is being sent directly to Ann from Rick.
5. Rick to send cost proposal for miscel items, grab bars, ceramic tile, etc. and lead paint removal.
6. Toilet flange wall kits: 2 kits to be installed.
7. CDR will request additional days to complete added work, Rick to have next week.
8. Inspections and regular Construction meetings:
Weekly meetings - When an on site meeting is not held, a phone conference meeting will be held on Thursday at 9:00 am.
Call in number 1-218-936-7979, access code 453862

Next on-site meeting: TBD - week of Nov. 9

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by Ann Quarles, M&E Engineering, Inc.



MECHANICAL & ELECTRICAL ENGINEERING, INC.

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ALBUQUERQUE, NM 87113
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fax 505/856-6099

Mechanical & Electrical Walk Through

DATE: November 23, 2009

TO: George Myers
CDR Construction

Project #: 09015
Project Name: Lea County Fair Grounds
Section: Construction
9 pages

o FIELD VISIT

A site visit was performed on Tuesday, November 17, 2009, at the Lea County Fairgrounds Renovation Project. The site observation visit was performed by M & E Engineering to review the progress of the installation of the mechanical, plumbing and electrical systems. The following items require attention prior to substantial completion and final acceptance of the project.

General Project Comments

Mechanical

The installation of the mechanical systems was largely complete pending connection of power and gas and installation of ceiling finishes to allow trim out.

1. Perform general cleaning of all rooftop areas and mechanical rooms.
2. Provide spare parts, ie. filters, to Owner per mechanical specifications.
3. Provide the Test and Balance Report.
4. Provide As-Built mechanical drawings.
5. Provide Operations and Maintenance Manuals on all mechanical equipment and systems.
6. Provide training to Owner on operation of all HVAC equipment.
7. Install all flexible duct, supply grilles, return grilles and trim necessary for proper operation of air supply system.
8. Clean supply and return ducts of large debris and dust for clean installation.
9. Install ceiling grid for complete installation of mechanical grilles.

Plumbing

The installation of the plumbing systems was largely complete pending connection of water and gas and installation of finishes to allow trim out.

1. Perform general cleaning of all plumbing chases and plumbing equipment areas.
2. Verify hot and cold water supply to all sinks, toilets and urinals as necessary.
3. Provide As-Built plumbing drawings.
4. Provide Operations and Maintenance Manuals on all plumbing equipment and systems.

Electrical

Rough-in was complete. Light fixture installation, connections to equipment and trim out were beginning.

1. Install switches, devices, and light fixtures. Provide and install plates and covers as appropriate.
2. Provide to the Owner all spare lamps, fuses, and other spare parts per specifications.
3. Provide training to the Owner for the Automatic Lighting Systems control, HVAC Systems and any other electrical systems as identified in the specifications.
4. Provide Operations and Maintenance Manuals on all electrical equipment and systems.
5. Provide As-Built electrical drawings.
6. Provide lense covers for all light fixtures that are missing. Clean lenses for all fixtures, switch plates and outlet plates free of paint and dirt.
8. Clean all fixtures and devices free of dust, debris, and paint.
9. Provide nameplates and labels, engraved three-layer laminated plastic, white letters on black background at each electrical distribution and control equipment enclosure, communication cabinet, and equipment disconnect.
10. Provide Labels: Embossed adhesive tape, with 3/16 inch white letters on black background. Use for identification of individual wall switches and receptacles, control device stations, and pull box/J-box.
11. Clean dust dirt and debris from new Electrical Panels and all existing panels worked on.

Yucca Building

Women's Restrooms 120 119

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Install remaining fixtures including toilets and sinks.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments

Office #1 118

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Office #2 117

Mechanical

1. See general comments.
2. Install RTU thermometer and control wire for RTU operation as specified.

Plumbing

1. None.

Electrical

1. See general comments.

Office #3 115

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Office #4 116

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Storage #3 114

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Storage #2 113

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Men 111

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Install remaining fixtures including toilets and sinks.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Janitor 110

Mechanical

1. Install thermostat, and power supply for exhaust fan.
2. See general comments.

Plumbing

1. Install all piping required for proper fixture water supply.
2. See general comments.

Electrical

1. Panels are roughed-in and circuits pulled. Install covers.
2. Connect mechanical equipment. See general comments.
3. Conduits, devices, jboxes, conductors, need identification

Shower 109

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Install remaining fixtures including shower.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Toilet 108

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Install remaining fixtures including toilets and sinks.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Snack Bar 106

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Ensure proper water flow to all sinks..
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments

Storage #1 105

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Storage #4 121

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Small Exhibit 102 103 104

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Main Exhibit 101

Mechanical

1. Install connecting duct for main ductwork through wall penetrations to outside ductwork.
2. See general comments.

Plumbing

1. None.

Electrical

1. Connect mechanical equipment. See general comments.
2. M&E Engineering and Service Electric to discuss Installation of dimming switches. Owner anticipated flush in wall.
3. Straighten exit light.
4. Straighten panel cover, provide identifying label.

Roof - Yucca

Mechanical

1. Install power supply, condensate drains, duct insulation, and duct wrapping on all units. Paint exterior ductwork.
2. Install vibration isolators, and fire smoke dampers on RTU1 and RTU2.
3. Finish roof top unit installation for all units.
4. See general comments.

Plumbing

1. Install condensate lines for all roof top units.

Electrical

1. Connect mechanical equipment. See general comments.

Site at Yucca

Mechanical

1. None.

Plumbing

1. Connect gas line to main gas supply valve and meter.

Electrical

1. Connect exterior equipment. See general comments.

Zia Building

Main Entrance 100

Mechanical

1. Install power supply, door switch, and manual override switch for air curtains.

Plumbing

1. None.

Electrical

1. Connect mechanical equipment. See general comments.

Exhibit Space 103

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Men 104

Mechanical

1. Install switch, and power supply for exhaust fan.
2. See general comments.

Plumbing

1. Install remaining fixtures including toilets and sinks.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Electric Closet 105

Mechanical

1. Finish installation of furnace and connecting ductwork.
2. Install supply air register and clear air pathway for proper air flow.
3. Install vibration isolators for duct and furnace connection.
4. Install sealed combustion and vent to roof.
5. See general comments.

Plumbing

1. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Toilet 106

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Install remaining fixtures including toilets and sinks.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Office #3 107 108 109

Mechanical

1. Install continuation of ductwork to grille location per mechanical drawings.
2. Install wall penetration to office space.
3. Install exhaust fan power and switch in restroom space.
4. See general comments.

Plumbing

1. Reroute plumbing vent through roof to be minimum distance of 10 feet away from outdoor air intake of RTU12. See comments under Roof.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Women 110

Mechanical

1. Install switch, and power supply for exhaust fan.
2. Install supply air register and clear air pathway for proper air flow.
3. See general comments.

Plumbing

1. Install remaining fixtures including toilets and sinks.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Office #2 111

Mechanical

1. See general comments.
2. Install RTU control center for RTU operation as specified.

Plumbing

1. None.

Electrical

1. See general comments.

Office #2 112

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Storage #2 113

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Closet 114

Mechanical

1. Finish furnace installation.
2. Install vibration isolators, connecting ductwork, cooling coils, sealed combustion vents, and all covers and accessories for a finished installation.
3. Route combustion vent through roof to terminate two feet above Exhibit Space wall. Fasten and secure to wall.
4. See general comments.

Plumbing

1. Install condensate drains.
2. See general comments.

Electrical

1. Connect mechanical equipment. See general comments.

Meeting Room 115

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Storage 116

Mechanical

1. See general comments.

Plumbing

1. None.

Electrical

1. See general comments.

Roof Zia

Mechanical

1. Install power supply, condensate drains, duct insulation, and duct wrapping on all units.
2. Install vibration isolators, and fire smoke dampers on RTUs
3. Finish roof top unit installation for all units.
4. Remove roof penetration for original exhaust fan which was removed. Penetration is located by RTU12. Patch roof to match.
5. Route sealed combustion vent for meeting room furnaces to two feet above adjacent wall. Fasten and secure to adjacent wall.
6. Set and finish installation of condensing units for all furnaces.
7. See general comments.

Plumbing

1. Install condensate lines for all roof top units.
2. Reroute plumbing vent near RTU12 to a minimum of ten feet from the RTU12 outdoor air intake. Reroute per code, through ceiling space to roof penetration or at exterior.

Electrical

1. Connect mechanical equipment. See general comments.

Site at Zia

Mechanical

1. Install power supply, door switch, and manual override switch for air curtains.

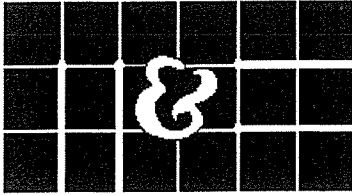
Plumbing

1. Connect gas line to main gas supply valve and meter.

Electrical

1. Connect mechanical equipment. See general comments.
2. Secure exterior MDP panel at Chaparral/Zia transformer. Provide rigid support for bracket and panel.

End of punchlist



MECHANICAL & ELECTRICAL ENGINEERING, INC.

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8417 WASHINGTON PL. N.E.
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fax 505/856-6099

FAX MEMO

DATE: January 28, 2010

TO:

Rick Wilson
CDR Construction
1219 Oregon Ave.
Alamogordo, NM 88310

PROJECT:

Lea County Fairgrounds
Yucca & Zia Renovations
Construction

M&E project 09015

FAX: email delivery (575-437-7091)
2 pages

cc: Ralph Nall, Lea County

CONSTRUCTION MEETING MINUTES

A final acceptance meeting was conducted on January 27, 2010 at the job site. The following representatives were present:

<u>Name</u>	<u>Company</u>	<u>Telephone</u>
Ralph Nall	Lea County	575-605-6565
Rick Wilson	CDR Construction	575-434-8775
Ann Quarles	M & E Engineering	505-983-2389

The following items discussed were of particular concern or in need of attention:

1. Ann delivered the submittals, as-built drawings, a disk of PDF files of as-built drawings, test and balance report, and the operations and maintenance manuals to Ralph. Ann is to send a disk to Rick.
2. Substantial Completion Punchlist items had been previously accepted by Ralph, except for a noisy fan. The fan is on order and will be installed.

The substantial completion forms were signed by CDR and sent to Lea County, however, Ralph had not seen them. Ralph to look for paperwork, sign and send copies to CDR and M&E.

3. Rick is to ask Basin Air to check out the sensors and controls in the Zia Exhibit Hall. Ralph had previously noticed that while the temperature was set at 62 degrees F., the units were running and the temperature was at 70.
4. Ralph's office is too cool and will most likely be too hot in the summer. CDR Construction is to adjust airflow, reducing air into the center office and the women's restroom and increasing air flow to Ralph's office.
5. The thermostat for the furnace serving the Men's room and the new ADA restroom in Zia is located in the electrical/mechanical room which is between the two rooms. The thermostat is

satisfied before the adjacent rooms reach comfortable temperatures. Lea County will try raising temperature setting to see if temperature becomes satisfactory in the rooms. If adjustment does not result in satisfactory temperatures, conduit and wiring should be extended to re-locate thermostat in Men's restroom.

6. CDR is to plug the hole in the back wall of Zia where the hot water heater was removed.
7. CDR is to paint the overhead doors on both Yucca and Zia. If the paint flakes during the warranty, Overhead Doors will be asked to replace the doors.
8. CDR is to return keys to Lea County when above items are complete.

The preceding is our understanding of the discussions held and the conclusions reached. Changes are to be provided to Ann Quarles at M&E Engineering within 5 calendar days.

Minutes by Ann Quarles, M&E Engineering, Inc.



GENERAL SERVICES- STREETS

200 East Broadway
Hobbs, New Mexico 88240
Phone 575•397•9318
Fax 575•397•9357

To:
C.D.R. Construction, Inc.
P.O Box 158
Alamogordo, NM 88311-0158

From:
City of Hobbs
Hobbs, NM 88240
Ronny Choate

Re: Reference Letter

CDR Construction, Inc. has completed a variety of projects for the City of Hobbs including large scale projects like Humble Park Pool Renovations, Hobbs Public Library renovations, New Veterans Concessions Building, as well as numerous smaller projects around the City. All these projects were completed on time, and in a professional manner with attention to detail. Any warranty issues that have arisen have been addressed and handled in a timely manner. Several past projects have had changes in the work, the CDR Construction team has always been fast, flexible, and professional. It has been a pleasure to work with this dedicated team. We would look forward to CDR Construction bidding any and all future projects.

Respectfully,

Ronny Choate
Director of General Services
City of Hobbs

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO (OWNER):

City of Hobbs
200 E. Broadway Street
Hobbs, NM 88240

PROJECT: Renovations to Hobbs Public Library

APPLICATION NO: 14

PERIOD TO: 11/25/2013

DISTRIBUTION TO:

() OWNER
() CONTRACTOR
() ARCHITECT

FROM: (CONTRACTOR)

CDR CONSTRUCTION, INC.
P.O. BOX 158
ALAMOGORDO, NM 88311-0158

VIA (ARCHITECT)

PROJECT NO.

VENDOR NO.

CONTRACT FOR:

CONTRACT #

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDER APPROVED IN	ADDITIONS	DEDUCTIONS
PREVIOUS MONTHS TO OWNER	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
CHANGE ORDER #1	\$85,613.62	\$0.00
CHANGE ORDER	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
TOTALS	\$85,613.62	\$0.00
NET CHANGE BY CHANGE ORDERS		\$85,613.62

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that the current payment shown herein is now due

CONTRACTOR: CDR Construction, Inc.

Application for Payment, as shown below, in connection with the contract. continuation Sheet, AIA Document G703, is attached

1	ORIGINAL CONTRACT WITHOUT TAX	\$2,040,288.00
2	Net Change by Change Orders	\$85,613.62
3	CONTRACT SUM TO DATE (1 PLUS 2)	\$2,125,901.62
4	TOTAL COMPLETED AND STORED TO DATE	\$2,125,901.62
	Column G on G703	
5	RETAINAGE	
5a	% of Completed Work	\$0.00
	(column D plus E on G703	
5b	% of Stored Materials	\$0.00
	(column F on G703)	
6	Total Retainage (line 5a-5b or total in column I of G703	\$0.00
7	TOTAL EARNED LESS RETAINAGE	
8	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior certificates)	\$2,122,901.62
9	TOTAL PAYMENT DUE EXCLUDING TAX	\$3,000.00
10	TAX @ 6.8125%	\$204.38
11	TOTAL PAYMENT DUE INCLUDING TAX	\$3,204.38
12	BALANCE TO FINISH	0.00
	(LINE 3-LINE 7)	

State of: NEW MEXICO

County of: OTERO

Subscribed and Sworn to before me this _____ day of _____, 20____

Notary Public:

My Commission Expires: _____

By: _____

President

Date: 25-Nov-13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architects knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the

AMOUNT CERTIFIED

Amount Certified (Line 10)

\$

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under this Contract

Period to: November 25, 2013
Date: November 25, 2013

PROJECT: Renovations to Hobbs Public Library
APPLICATION # 14

A	B	C	D	E	F	G	H	I	J
Item	Description	Scheduled Value	Previous Application	This Application		Total Completed And Stored	Percent Complete	Balance to Finish	0.0% Retainage
				Work in Place	Stored Materials				
1	Bond	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$0.00
2	Parking Lot	\$25,300.00	\$25,300.00	\$0.00	\$0.00	\$25,300.00	100%	\$0.00	\$0.00
3	Mobilization / Sign	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	\$0.00
4	Permits/Temporary Fencing	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
5	General Conditions	\$158,488.00	\$158,488.00	\$2,000.00	\$0.00	\$158,488.00	100%	\$0.00	\$0.00
6	Stained Handrail Glass	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	\$0.00
7	Labor / Supervision	\$355,300.00	\$354,300.00	\$1,000.00	\$0.00	\$355,300.00	100%	\$0.00	\$0.00
8	Materials/Steel/Ext Rails	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00	\$0.00
9	Site Prep / Earth Work/Walks	\$37,700.00	\$37,700.00	\$0.00	\$0.00	\$37,700.00	100%	\$0.00	\$0.00
10	Concrete Slab/Bridge/Stairs	\$24,100.00	\$24,100.00	\$0.00	\$0.00	\$24,100.00	100%	\$0.00	\$0.00
11	Masonry & Retaining Walls	\$213,400.00	\$213,400.00	\$0.00	\$0.00	\$213,400.00	100%	\$0.00	\$0.00
12	Disposal/Fill Materials/Cleaning	\$11,900.00	\$11,900.00	\$0.00	\$0.00	\$11,900.00	100%	\$0.00	\$0.00
13	Plumbing/HVAC/Sprinklers	\$218,000.00	\$218,000.00	\$0.00	\$0.00	\$218,000.00	100%	\$0.00	\$0.00
14	Electrical	\$275,000.00	\$275,000.00	\$0.00	\$0.00	\$275,000.00	100%	\$0.00	\$0.00
15	Elevators	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	\$0.00
16	Equipment Rental	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	\$0.00
17	Stucco / Sto	\$48,000.00	\$48,000.00	\$0.00	\$0.00	\$48,000.00	100%	\$0.00	\$0.00
18	Roof/Metal	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100%	\$0.00	\$0.00
19	Acoustal Ceilings/Benches/Receptacles(See Item 29 below)	\$8,100.00	\$8,100.00	\$0.00	\$0.00	\$8,100.00	100%	\$0.00	\$0.00
20	Hardware Finish & Doors	\$18,700.00	\$18,700.00	\$0.00	\$0.00	\$18,700.00	100%	\$0.00	\$0.00
21	Translucent Skylights/Blinds	\$71,400.00	\$71,400.00	\$0.00	\$0.00	\$71,400.00	100%	\$0.00	\$0.00
22	Ceramic Tile/VCT Flooring (See Item 29 below)	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$0.00
23	Soil Concrete Testing	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
24	Cabinets/Counter Tops	\$54,000.00	\$54,000.00	\$0.00	\$0.00	\$54,000.00	100%	\$0.00	\$0.00
25	Fencing / Gates	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$0.00
26	Glazing / Windows	\$42,100.00	\$42,100.00	\$0.00	\$0.00	\$42,100.00	100%	\$0.00	\$0.00
27	Painting / Sealants	\$56,000.00	\$56,000.00	\$0.00	\$0.00	\$56,000.00	100%	\$0.00	\$0.00
28	Contingency	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00	\$0.00
29	Secondary Contingency (FO3 1,3,14)	\$77,300.00	\$77,300.00	\$0.00	\$0.00	\$77,300.00	100%	\$0.00	\$0.00
30		\$2,040,288.00	\$2,037,288.00	\$3,000.00	\$0.00	\$2,040,288.00		\$0.00	\$0.00
31									
32	ORIGINAL CONTRACT WITHOUT TAX	\$2,040,288.00	\$2,037,288.00	\$3,000.00	\$0.00	\$2,040,288.00	100%	\$0.00	\$0.00
33	CHANGE ORDER #1	\$85,613.62	\$85,613.62	\$0.00	\$0.00	\$85,613.62	0%	\$0.00	\$0.00
34	CHANGE ORDER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
35	TOTALS (+ Change Orders)	\$2,125,901.62	\$2,122,901.62	\$3,000.00	\$0.00	\$2,125,901.62	100%	\$0.00	\$0.00
36	NM GROSS RECEIPTS TAX	6.8125%							
37	LESS PREVIOUS CONTRACT PAYMENTS	\$2,125,901.62							
38	SUBTOTAL AMOUNT THIS REQUEST	\$3,000.00							
39	TOTAL NM GROSS RECEIPTS TAX @ 6.8125%	\$204.38							
40	AMOUNT DUE THIS REQUEST	\$3,204.38				\$0.00			

CHANGE ORDER

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
☐
☐

PROJECT: *Renovations to Hobbs Public Library*

CHANGE ORDER No: 1

PROJECT No: 1493-12

CHANGE ORDER DATE: June 6, 2013

CONTRACT DATE: September 6, 2012

Project is changed as follows:

- Modification Allowance in reserve as of Field Order #3 \$ (2,861.78)
- Perform work for items as noted on attached Field Order #4 \$ 71,953.09
- Additional contractor administration/supervision costs for \$ 4,642.31
- additional days added to Contract \$ 11,880.00
- TOTAL \$ 85,613.62

Not valid until signed by the Owner, Architect, and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was..... \$ 2,040,288.00
The change by previously authorized Change Orders..... \$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this change order was..... \$ 2,040,288.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)
(~~unchanged~~) by this Change Order in the amount of..... \$ 85,613.62
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be..... \$ 2,125,901.62
(NM Gross Receipts Tax is not included in this total)

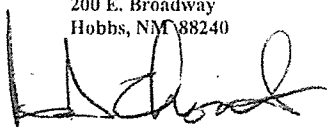
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by..... 60 days
The date of Substantial Completion as of the date of this Change Order therefore is..... Friday, October 4, 2013

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive

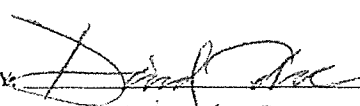
OWNER: CITY OF HOBBS
200 E. Broadway
Hobbs, NM 88240

ARCHITECT: TESKE ARCHITECTS, PA
1000 N Turner St.
Hobbs, NM 88240

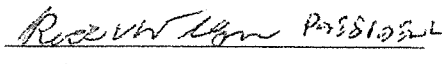
CONTRACTOR: CDR CONSTRUCTION, INC.
1219 Oregon Ave.
Alamogordo, NM 88310

BY: 

DATE: 6-18-13

BY: 

DATE: 6/18/13

BY:  PRESIDENT

DATE: 6-14-2013

Schedule Renovations Hobbes Library October 8, 2012 – June 28, 2013

Sun, Oct 7	
Mon, Oct 8	-Submit for permits -start submittals -Mobilization
Tue, Oct 9	-Construction Meeting -Plan check -Start submittals -Call for utilities locate -Mobilization
Wed, Oct 10	-Plan check -Mobilization -Submittals
Thu, Oct 11	-Plan check -Mobilization -Submittals
Fri, Oct 12	-Plan check -Mobilization -Submittals
Sat, Oct 13	
Sun, Oct 14	
Mon, Oct 15	-Locates completes -Start temp fencing -Plan check -Submittals
Tue, Oct 16	-Tree removal -Plan check -Submittals -Temp fencing
Wed, Oct 17	-Tree removal -Plan check -Submittals -Temp fencing
Thu, Oct 18	--Tree removal complete -Plan check -Submittals -Temp fencing
Fri, Oct 19	-Remove pole lighting -Plan check -Submittals -Temp fencing
Sat, Oct 20	

October 8, 2012 – June 28, 2013

Sun, Oct 21	
Mon, Oct 22	-Plan check -Submittals -Remove pole lighting complete -Site cleaning -Remove playground equip
Tue, Oct 23	-Plan check -Submittals -Site cleaning -Remove playground equip complete
Wed, Oct 24	-Pick up permit -Submittals -Site cleaning -Saw cut exterior concrete
Thu, Oct 25	-Submittals -Site cleaning -Order materials temp wall -Saw cut exterior concrete -Order elevator shop drawings
Fri, Oct 26	-Site cleaning -Submittals -Remove exterior concrete
Sat, Oct 27	
Sun, Oct 28	
Mon, Oct 29	-Start excavating courtyard -Layout temp wall -Submittals - Remove exterior concrete
Tue, Oct 30	-Excavating courtyard -Framing temp wall -Submittals
Wed, Oct 31	-Excavating courtyard -Framing temp wall -Submittals
Thu, Nov 1	-Excavating courtyard -Framing temp wall -Submittals
Fri, Nov 2	-Excavating courtyard -Drywall temp wall -Submittals
Sat, Nov 3	

October 8, 2012 – June 28, 2013

Sun, Nov 4	
Mon, Nov 5	-Excavating courtyard -Tape temp wall -Submittals -Start interior demo
Tue, Nov 6	-Excavating courtyard -Building temp wall -Layout slab saw cutting -Submittals
Wed, Nov 7	-Excavating courtyard -Finish temp wall -Submittals -Layout slab saw cutting
Thu, Nov 8	-Excavating courtyard -Submittals -Start interior demo -Schedule elevator demo -Remove floor coverings
Fri, Nov 9	-Excavating courtyard -Submittals -Interior demo -Remove floor coverings complete
Sat, Nov 10	
Sun, Nov 11	
Mon, Nov 12	-Excavating courtyard -Submittals -Interior demo -Start saw cutting slabs
Tue, Nov 13	-Slab cutting -Excavating courtyard -Submittals -Start demo stairwell -Start electrical demo
Wed, Nov 14	-Slab cutting -Excavating courtyard complete -Submittals - Stairwell demo -Electrical demo
Thu, Nov 15	-Slab cutting plumbing -Submittals -Stairwell demo -Electrical demo -Start plumbing demo -Schedule steel measuring
Fri, Nov 16	-Slab cutting plumbing -Submittals -Stairwell demo complete -Electrical demo -Plumbing demo -Materials for retaining wall
Sat, Nov 17	

October 8, 2012 – June 28, 2013

Sun, Nov 18	
Mon, Nov 19	-Slab cutting plumbing complete -Submittals -Start elevator demo -Electrical demo -Plumbing demo -Ceiling demo atrium
Tue, Nov 20	-Submittals -Elevator demo -Measure for steel -Electrical demo -Plumbing demo -Ceiling demo atrium
Wed, Nov 21	-Saw cut basement walls -Submittals -Elevator demo -Electrical demo -Plumbing demo -Ceiling demo atrium complete
Thu, Nov 22	Thanksgiving
Fri, Nov 23	Thanksgiving
Sat, Nov 24	
Sun, Nov 25	
Mon, Nov 26	-Saw cut basement walls -Submittals complete -Elevator demo and shop drawings -Electrical demo -Plumbing demo -Start retaining walls -Interior demo
Tue, Nov 27	-Saw cut basement walls -Elevator demo -Electrical demo -Plumbing demo -Retaining walls -Interior demo
Wed, Nov 28	-Saw cut elevator pit -Elevator demo -Electrical demo -Plumbing demo -Retaining walls -Interior demo -Concrete removal
Thu, Nov 29	-Remove concrete pit -Elevator demo -Electrical demo -Plumbing demo -Retaining walls -Interior demo
Fri, Nov 30	-Excavate elevator pit -Elevator demo complete -Electrical demo complete -Plumbing demo complete -Retaining walls -Interior demo complete
Sat, Dec 1	

October 8, 2012 – June 28, 2013

Sun, Dec 2	
Mon, Dec 3	-Retaining walls -Start hvac demo -Deliver structural steel -Layout stairwell -Footings elevator pit -Footings sun room
Tue, Dec 4	-Retaining walls -HVAC demo -Steel footing -Start framing stair well
Wed, Dec 5	-Retaining walls -HVAC demo -Framing stairwell -Pour footing elevator sunroom
Thu, Dec 6	-Backfill retaining walls -HVAC demo -Framing stairwell -Grade sunroom slab - Block elevator pit
Fri, Dec 7	-Backfill retaining walls -HVAC demo -Framing stairwell -Block elevator pit -Order bridge
Sat, Dec 8	
Sun, Dec 9	
Mon, Dec 10	-Backfill retaining walls -HVAC demo -Framing stairwell -Block wall for bridge -Waterproof elevator pit
Tue, Dec 11	-Backfill retaining walls -HVAC demo -Framing stairwell -Block wall for bridge -Pour slab elevator pit -Pour slab sunroom
Wed, Dec 12	-HVAC demo -Framing stairwell complete -Block wall bridge
Thu, Dec 13	-Retaining walls -HVAC demo -Block wall for bridge -Framing elevator
Fri, Dec 14	-Retaining walls -HVAC demo complete -Block wall for bridge -Framing elevator
Sat, Dec 15	

October 8, 2012 – June 28, 2013

Sun, Dec 16	
Mon, Dec 17	-Retaining walls -Block wall for bridge -Framing elevator -Plumbing courtyard
Tue, Dec 18	-Retaining walls -Block wall for bridge complete -Framing elevator -Plumbing courtyard complete -Order steel stairs
Wed, Dec 19	-Framing elevator -Retaining walls -Prep courtyard slab -Measure aluminum windows
Thu, Dec 20	-Retaining walls -Framing atrium -Slab prep courtyard
Fri, Dec 21	-Retaining walls -Framing atrium -Slab prep courtyard
Sat, Dec 22	
Sun, Dec 23	
Mon, Dec 24	Off
Tue, Dec 25	Off
Wed, Dec 26	-Retaining walls -Framing atrium -Slab prep courtyard
Thu, Dec 27	-Retaining walls -Framing atrium -Slab prep courtyard
Fri, Dec 28	-Retaining walls -Framing atrium -Slab prep courtyard -Order site furnishings
Sat, Dec 29	

October 8, 2012 – June 28, 2013

Sun, Dec 30	
Mon, Dec 31	Off
Tue, Jan 1	Off
Wed, Jan 2	-Retaining walls -Electrical rough -Plumbing rough -Framing sunroom -Inspection slab courtyard
Thu, Jan 3	-Retaining walls -Electrical rough -Plumbing rough -Framing sunroom -plumbing slab courtyard
Fri, Jan 4	-Retaining walls complete -Electrical rough -Plumbing rough -Framing sunroom
Sat, Jan 5	
Sun, Jan 6	
Mon, Jan 7	-Hvac rough -Electrical rough -Plumbing rough -Framing sunroom -Schedule bridge -Prep for culture stone walls
Tue, Jan 8	-Hvac rough -Electrical rough -Plumbing rough -Framing sunroom -Footings culture stone
Wed, Jan 9	-Hvac rough -Electrical rough -Plumbing rough -Framing sunroom -Footings culture stone
Thu, Jan 10	-Hvac rough -Electrical rough -Plumbing rough -Framing sunroom -Footings culture stone
Fri, Jan 11	-Hvac rough -Electrical rough -Plumbing rough -Framing sunroom -Footings culture stone
Sat, Jan 12	

October 8, 2012 – June 28, 2013

Sun, Jan 13	
Mon, Jan 14	-Hvac rough -Electrical rough -Plumbing rough -Framing roof -Wire culture stone
Tue, Jan 15	-Hvac rough -Electrical rough -Plumbing rough -Framing roof -Wire culture stone
Wed, Jan 16	-Hvac rough -Electrical rough -Plumbing rough -Framing roof -Wire culture stone
Thu, Jan 17	-Hvac rough -Electrical rough -Plumbing rough -Framing roof -Wire culture stone
Fri, Jan 18	-Hvac rough -Electrical rough -Plumbing rough -Framing roof -Wire culture stone
Sat, Jan 19	
Sun, Jan 20	
Mon, Jan 21	-Electrical rough -Plumbing rough -Framing interior walls -Install culture stone
Tue, Jan 22	-Electrical rough -Plumbing rough -Framing interior walls -Install culture stone -Order interior doors
Wed, Jan 23	-Electrical rough -Plumbing rough -Install culture stone -Framing interior walls -Slab inspection courtyard
Thu, Jan 24	-Electrical rough -Plumbing rough -Install culture stone -Framing interior walls -Pour slab courtyard
Fri, Jan 25	-Electrical rough -Plumbing rough -Install culture stone -Framing interior walls -Order elevator -Schedule steel stairs
Sat, Jan 26	

October 8, 2012 – June 28, 2013

Sun, Jan 27	
Mon, Jan 28	-Electrical rough -Plumbing rough -Install culture stone -Framing interior walls complete
Tue, Jan 29	-Electrical inspection -Plumbing inspection -Install culture stone -Hvac inspection
Wed, Jan 30	-Install culture stone -Framing inspection
Thu, Jan 31	-Install culture stone -Drywall elevator shaft - Framing pickup -Insulation
Fri, Feb 1	-Install culture stone -Drywall elevator shaft
Sat, Feb 2	
Sun, Feb 3	
Mon, Feb 4	-Install culture stone -Install steel stairs -Start sheetrock -Install stairs courtyard
Tue, Feb 5	-Install culture stone -Install steel stairs -Sheetrock -Stairs courtyard
Wed, Feb 6	-Install culture stone -Install steel stairs -Sheetrock -Stairs courtyard -Measure for glass windows
Thu, Feb 7	-Install culture stone -Install steel stairs -Sheetrock -Stairs courtyard
Fri, Feb 8	-Install culture stone -Sheetrock -Pour concrete steel stairs -pour courtyard stairs
Sat, Feb 9	

October 8, 2012 – June 28, 2013

Sun, Feb 10	
Mon, Feb 11	-Install culture stone -Sheetrock complete -Plaster repair -Power wash exterior walls
Tue, Feb 12	-Plaster repair -Install culture stone -Tape and bed -Power wash walls
Wed, Feb 13	-Plaster repair -Install culture stone -Tape and bed -Power wash walls
Thu, Feb 14	-Bridge installation -Install culture stone -Tape and bed -Power wash walls -Skylights and atrium delivery
Fri, Feb 15	-Plaster repair -Install culture stone complete -Tape and bed -Power wash walls
Sat, Feb 16	
Sun, Feb 17	
Mon, Feb 18	-Plaster repair -Scratch coat brick -Tape and bed -Measure stainless rails
Tue, Feb 19	-Scratch coat brick -Tape and bed -Set jambs -Install skylights and atrium
Wed, Feb 20	-Scratch coat brick -Tape and bed -Set jambs -Install skylights and atrium
Thu, Feb 21	-Scratch coat brick -Tape and bed -Set jambs -Install skylights and atrium
Fri, Feb 22	-Scratch coat brick -Tape and bed complete -Set jambs complete -Install skylights and atrium -Schedule cabinets
Sat, Feb 23	

October 8, 2012 – June 28, 2013

Sun, Feb 24	
Mon, Feb 25	-Scratch coat brick -Elevator delivery -Install windows -Install skylights and atrium
Tue, Feb 26	-Scratch coat brick -Install elevator -Install windows -Install skylights and atrium -Order exterior rails
Wed, Feb 27	-Scratch coat brick -Install elevator -Install windows -Install skylights and atrium
Thu, Feb 28	-Scratch coat brick -Install elevator -Install windows -Install skylights and atrium
Fri, Mar 1	-Scratch coat brick complete -Install elevator -Install windows -Install skylights and atrium -Schedule cabinet and tops delivery
Sat, Mar 2	
Sun, Mar 3	
Mon, Mar 4	-Install elevator -Install windows -Install skylights and atrium -Tile installation
Tue, Mar 5	-Install elevator -Install windows complete -Install skylights complete -Tile installation
Wed, Mar 6	-Install elevator -Order toilet components -Tile installation
Thu, Mar 7	-Tile installation -Roof patching -Order fencing materials
Fri, Mar 8	-Tile installation -Roof patching complete
Sat, Mar 9	

October 8, 2012 – June 28, 2013

Sun, Mar 10	
Mon, Mar 11	-Tile installation -Parking lot demo -Brown coat exterior
Tue, Mar 12	-Tile installation -Parking lot demo -Brown coat exterior
Wed, Mar 13	-Tile installation -Parking lot demo -Brown coat exterior
Thu, Mar 14	-Tile installation -Parking lot demo -Brown coat exterior
Fri, Mar 15	-Tile installation -Parking lot demo -Brown coat exterior
Sat, Mar 16	
Sun, Mar 17	
Mon, Mar 18	-Tile installation complete -Parking lot prep -Brown coat exterior -Prime coat paint
Tue, Mar 19	-Parking lot prep -Brown coat exterior -Prime coat paint
Wed, Mar 20	-Parking lot prep -Brown coat exterior -Prime coat paint
Thu, Mar 21	-Parking lot prep -Cabinet delivery and tops -Brown coat exterior -Prime coat paint
Fri, Mar 22	-Parking lot prep -Brown coat exterior complete -Prime coat paint complete
Sat, Mar 23	

October 8, 2012 – June 28, 2013

Sun, Mar 24	
Mon, Mar 25	-Parking lot prep -Set cabinets and tops -Interior doors
Tue, Mar 26	-Parking and sidewalk - Set cabinets and tops -Interior doors
Wed, Mar 27	-Parking and sidewalk - Set cabinets and tops -Interior doors
Thu, Mar 28	-Parking and sidewalk - Set cabinets and tops -Interior doors complete
Fri, Mar 29	-Parking and sidewalk - Set cabinets and tops -Interior hardware
Sat, Mar 30	
Sun, Mar 31	
Mon, Apr 1	- Set cabinets and tops -Electrical finish -Plumbing finish -Interior hardware
Tue, Apr 2	- Set cabinets and tops complete -Electrical finish -Plumbing finish -Interior hardware
Wed, Apr 3	-Electrical finish -Plumbing finish -Interior hardware
Thu, Apr 4	-Electrical finish -Plumbing finish -Interior hardware -Order blinds
Fri, Apr 5	-Electrical finish -Plumbing finish -Interior hardware complete
Sat, Apr 6	

October 8, 2012 – June 28, 2013

Sun, Apr 7	
Mon, Apr 8	-Electrical finish -Plumbing finish -Toilet compartments -Acoustical ceiling
Tue, Apr 9	-Electrical finish -Plumbing finish -Toilet compartments -Acoustical ceiling
Wed, Apr 10	-Electrical finish -Plumbing finish -Toilet compartments -Hvac finish
Thu, Apr 11	-Electrical finish -Plumbing finish -Toilet compartments -Acoustical ceiling
Fri, Apr 12	-Electrical finish -Plumbing finish -Toilet compartments complete -Acoustical ceiling
Sat, Apr 13	
Sun, Apr 14	
Mon, Apr 15	-Electrical finish -Plumbing finish -Hvac finish -Acoustical ceiling -Exterior rails
Tue, Apr 16	-Electrical finish -Plumbing finish -Hvac finish -Acoustical ceiling -Exterior rails
Wed, Apr 17	-Electrical finish -Plumbing finish -Hvac finish -Acoustical ceiling finish -Exterior rails
Thu, Apr 18	-Electrical finish -Plumbing finish -Hvac finish -Exterior rails
Fri, Apr 19	-Electrical finish -Plumbing finish complete -Hvac finish -Exterior rails
Sat, Apr 20	

October 8, 2012 – June 28, 2013

Sun, Apr 21	
Mon, Apr 22	- Electric finish -Order exterior letters -Hvac finish -Stucco color -Parking lot base
Tue, Apr 23	- Electric finish -Start stainless railings -Hvac finish -Stucco color -Parking lot base
Wed, Apr 24	- Electric finish -Stainless railings -Hvac finish -Stucco color -Parking lot base
Thu, Apr 25	- Electric finish -Stainless railings -Hvac finish -Stucco color -Pour Parking lot
Fri, Apr 26	- Electric finish -Stainless railings -Hvac finish complete -Stucco color -Pour Parking lot complete
Sat, Apr 27	
Sun, Apr 28	
Mon, Apr 29	- Electric finish -Stainless railings -Stucco color
Tue, Apr 30	- Electric finish -Stainless railings -Stucco color
Wed, May 1	- Electric finish -Stainless railings -Stucco color
Thu, May 2	- Electric finish -Stainless railings -Stucco color
Fri, May 3	- Electric finish -Stainless railings -Stucco color
Sat, May 4	

October 8, 2012 – June 28, 2013

Sun, May 5	
Mon, May 6	-Exterior fencing -Stainless railings -Set generator -Marker boards
Tue, May 7	-Exterior fencing - Stainless railings -Electrical finish -Marker boards
Wed, May 8	-Exterior fencing - Glass in railings -Electrical finish -Fire extinguisher cabinets
Thu, May 9	-Exterior fencing - Glass in railings -Electrical finish -Window sills
Fri, May 10	-Exterior fencing - Glass in railings complete -Electrical finish complete -Window sills
Sat, May 11	
Sun, May 12	
Mon, May 13	-Exterior fencing -Fire sprinkler heads -Elevator startup
Tue, May 14	-Exterior fencing complete -Fire sprinkler heads -Elevator inspection
Wed, May 15	-Exterior painting and sealing -Parking lot striping -Start as built fire protection plan
Thu, May 16	-Exterior painting and sealing -Parking lot striping -Pressure test sprinklers
Fri, May 17	-Exterior painting and sealing -Parking lot striping
Sat, May 18	

October 8, 2012 – June 28, 2013

Sun, May 19	
Mon, May 20	-Exterior painting and sealing -Vc and flooring
Tue, May 21	-Exterior painting and sealing -Vc and flooring
Wed, May 22	-Exterior painting and sealing -Vc and flooring
Thu, May 23	-Exterior painting and sealing -Vc and flooring
Fri, May 24	-Exterior painting and sealing complete -Vc and flooring complete
Sat, May 25	
Sun, May 26	
Mon, May 27	-Memorial day
Tue, May 28	-Cleaning interior floors -Electrical finish -Plumbing finish
Wed, May 29	Electrical inspection - Plumbing inspection -Hvac inspection -Cleaning
Thu, May 30	Electrical pick up - Plumbing pick up -Hvac pick up -Cleaning
Fri, May 31	Electrical pick up - Plumbing pick up -Hvac pick up -Cleaning
Sat, Jun 1	

October 8, 2012 – June 28, 2013

Sun, Jun 2	
Mon, Jun 3	-Temp fence removal -Exterior pickup
Tue, Jun 4	-Temp fence removal -Exterior pickup
Wed, Jun 5	-Temp fence removal -Exterior pickup
Thu, Jun 6	-Temp fence removal -Exterior pickup
Fri, Jun 7	-Temp fence removal complete -Exterior pickup
Sat, Jun 8	
Sun, Jun 9	
Mon, Jun 10	-Move equipment -Cleaning -Exterior grading
Tue, Jun 11	-Move equipment -Cleaning -Exterior grading
Wed, Jun 12	-Building final
Thu, Jun 13	-Pick up work
Fri, Jun 14	-Pick up work
Sat, Jun 15	

October 8, 2012 – June 28, 2013

Sun, Jun 16	
Mon, Jun 17	-Owner walkthrough -Close out documents
Tue, Jun 18	-Owner pick up -Close out documents
Wed, Jun 19	-Owner pick up -Close out documents
Thu, Jun 20	-Owner pick up -Close out documents
Fri, Jun 21	-Owner pick up -Close out documents
Sat, Jun 22	
Sun, Jun 23	
Mon, Jun 24	-Weather delays
Tue, Jun 25	-Weather delays
Wed, Jun 26	-Weather delays
Thu, Jun 27	-Weather delays
Fri, Jun 28	-Weather delays -All close out documents to owner
Sat, Jun 29	



Health Net, Inc.
11971 Foundation Place, Mail Stop: CA-903-01-17
Gold River, CA 95670
916 985-8227 O
916 935-4406 F
Paul.d.anderson@healthnet.com

To whom it may concern:

October 29, 2015

Health Net, Inc. is a publicly held health management corporation with annual gross revenue of \$14 billion. A substantial business segment is Federal Contracting.

During late December 2010, Health Net awarded CDR Construction the contract for a design build project of a Department of Veteran Affairs Community Based Outpatient Clinic in Alamogordo, NM.

One small problem. The VA needed the clinic designed, built and ready to operate by 4/1/2011; roughly 90 days after award.

CDR Construction assembled a first class architect and construction team and went to work. Benchmarks for progress were set and met, one after another. Weekly meetings were held to discuss progress, impediments and necessary changes. Not once did CDR's ownership or crew flinch. Every challenge was met and overcome. Materials were expedited, trades worked elbow to elbow with each other to stay on schedule.

Half way through the project, the VA announced they wanted the clinic completed one week ahead of schedule to allow time for new staff to run through procedural operations testing prior to seeing clients in April. CDR made it happen.

Upon completion, VA Albuquerque, the region's medical center for VA operations, were deeply complimentary that not only was the project completed on time but that it was one of the most modern and professional looking clinics country-wide.

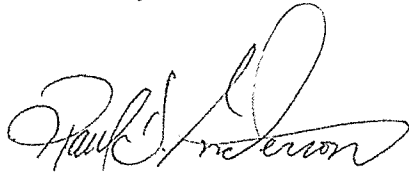
Health Net was so pleased with the accomplishment and accolades received, Rick Wilson and CDR Construction were awarded a second contract to build another VA clinic in the Town of Taos, NM.

The construction for this clinic commenced almost immediately after completion of the Alamogordo clinic and as before, was completed on time and on budget for an October 1, 2011 opening date.

The craftsmanship, communication & professionalism displayed by CDR Construction during these two projects not only profited Health Net by helping grow the federal book of business, but it also ushered in a new era of construction within the company and enhanced the way the product operated and was received by the veterans, government officials and the Dept. of Veteran Affairs.

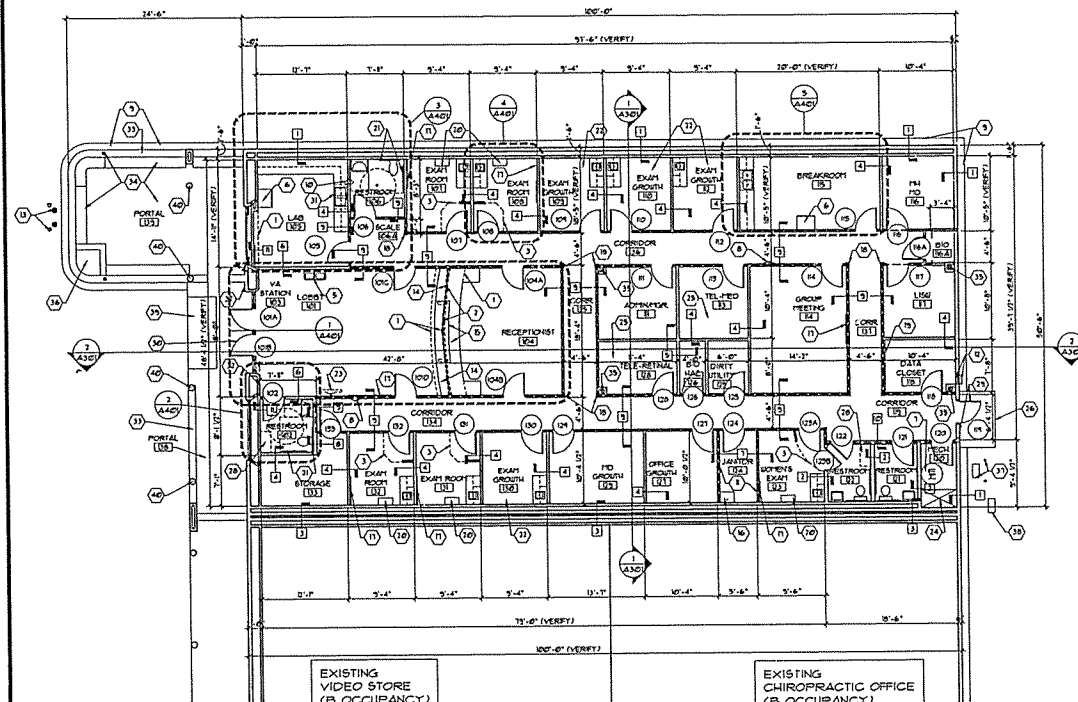
Health Net highly recommends Rick Wilson and CDR Construction.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul D. Anderson". The signature is fluid and cursive, with the first name "Paul" being more prominent.

Paul D. Anderson
Facilities Manager

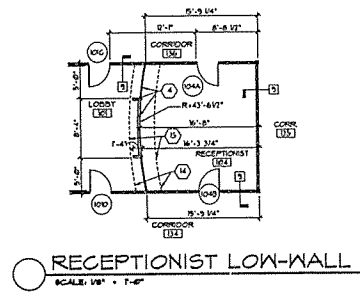
cc: file



EXISTING VIDEO STORE (B OCCUPANCY)

EXISTING CHIROPRACTIC OFFICE (B OCCUPANCY)

FLOOR PLAN
SCALE: 1/8" = 1'-0"



RECEPTIONIST LOW-WALL
SCALE: 1/8" = 1'-0"

GENERAL NOTES

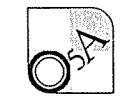
- CONTRACTOR SHALL VERIFY ALL INFORMATION SHOWN ON PLAN WITH HEALTHNET AND VA SPECS.
- DIMENSIONS TO EXISTING WALLS ARE TO FACE OF GYPSUM BOARD, DIMENSIONS TO NEW WALLS ARE TO FACE OF STUD.
- CONTRACTOR SHALL VERIFY EXISTING OVERALL DIMENSIONS FOR CONFORMANCE WITH PLANS BEFORE PROCEEDING WITH WORK.

FLOOR PLAN NOTES

- LINE OF SOWIT ABOVE.
- GLASS WINDOW ACROSS COUNTER TOP. INSTALL 3 CLINICAL STYLE SLIDING WINDOW PASS-THRU 4" IN LENGTH AT 42" AFF AND 30" AFF AT SIT-DOWN COUNTER, PROVIDE LOOKS.
- INSTALL 94" LONG PRIVACY CURTAIN AND TRACK ON CEILING.
- LOW WALL BELOW COUNTER - SEE INTERIOR ELEVATIONS ON SHEET A102. 3" METAL STUD + 1/2" OC AT HIGH COUNTER, 3" METAL STUD + 1/2" OC AT ADA COUNTER.
- WATER FOUNTAIN - SEE PLUMBING
- REFRIGERATION BY OWNER.
- EXISTING WATER HEATER - SEE PLUMBING
- WALL MOUNTED FIRE EXTINGUISHER IN SINK-RECESSED CABINET. SEE SHEET G301 AND G302. PROVIDE SIGNAGE INDICATING LOCATION.
- EXISTING CONCRETE CURB AROUND BUILDING
- 8"X16" PASS-THROUGH UNIT. SEE SHEET A401
- 1-HOUR RATED PARTITIONS AROUND JANITOR CLOSET PER 112.43 NFAC. CEILING WITH 1/2" TYPE "X" GYPSUM BOARD.
- EXISTING ELECTRICAL PANEL - SEE ELECTRICAL PLAN
- 2 NEW 1/2" HIGH FLAG POLES AND CONCRETE FILL STEEL BOLLARD. SEE SITE PLAN ON SHEET G301
- ACCESSIBLE SIT-DOWN STATION - SEE SHEET A401
- RECEPTIONIST COUNTER BUILT OUT OF ASH WOOD. PROVIDE HOLE WITH GROOVES TO ACCOMMODATE CABLEING.
- JANITOR SINK - SEE PLUMBING SEE W4/A02
- CHAIR RAIL - SEE SPECS. INSTALL AT 33" ABOVE FINISHED FLOOR.
- CORNER GUARD - SEE SPECS.
- PROVIDE FIRE RATED 4"x8" 3/4" CDX PLYWOOD ON WALL. PAINT PLYWOOD WITH 2 COATS OF FIRE RATED PAINT. FIRE RETARDED STAMP ON PLYWOOD TO BE VISIBLE AFTER PAINTING. SEE SPECS
- INSTALL ERGONOMY STYLISHED WOOD COFFER ON WALLS AS SHOWN. INSTALL PLYWOOD BACKING IN WALLS. SEE SPECS.
- STAINLESS STEEL GRAB BAR. SEE SHEET G301 FOR ALL ADA REQUIRED BARS AND LOCATION.
- DO NOT INSTALL CABINETRY. SINKS ERGONOMY PRIVACY CURTAIN AND CHAIR RAIL. IN ALL GROUND EXIST ROOTS. ROUGH IN PLUMBING AS INDICATED AND INSTALL DATA/VOICE ON WALLS. COVER WITH BLANK PLATE. DO NOT INSTALL FACE PLATE. PAINT WALLS PER SPECS. SEE FLOOR FINISH FOR FLOORING.
- 42" WALL MOUNTED TELEVISION ABOVE BY OWNER. INSTALL BY CONTRACTOR - SEE SPECS ON SHEET G301 AND G302. SEE ELECTRICAL PLANS.
- MECHANICAL UNIT - SEE MECH DRAWINGS
- TELE HEALTH AREA. PROVIDE BLOCKING IN WALL FOR MONITOR. SEE ELECTRICAL PLANS FOR DATA/ELECTRIC REQUIREMENT.
- EXISTING RAIP - REMOVE AND REPLACE IF REQUIRED PER ADA REQUIREMENT - SLOPE SHALL BE 1:0 AND LANDING SHALL BE 36" DEEP.
- NOT USED.
- FOLDABLE BABY CHANGING TABLE - SEE SPECS
- REMOVE EXISTING DOOR AND FILL IN WALL. STUCCO WALL ON THE OUTSIDE TO MATCH EXISTING
- EXISTING DOOR TO REMAIN
- PURCHASE AND INSTALL EYE WASH MACHINE IN THE LAB - CONNECT TO SINK. VERIFY MODEL WITH OWNER.
- PUSH BUTTON DOOR OPENER LOCATION
- EXISTING LOW STUCCO WALL TO REMAIN
- EXISTING STUCCO BANDO AND SHADE STRUCTURE TO REMAIN
- EXISTING STRUCTURAL COLUMN TO REMAIN - SEE DEMOLITION PLAN FRAME IN COLUMN WITH METAL STUD AND 5/8" TYPE "X" GYPSUM BOARD
- EXISTING PLANTER TO REMAIN
- EXISTING GAS METER AND BOLLARDS TO REMAIN
- EXISTING GREASE TRAP TO BE ABANDONED - SEE SITE PLAN ON SHEET G301 AND PLUMBING DRAWINGS
- NEW ADA RAIP - SEE SITE PLAN
- EXISTING WOOD POST TO REMAIN - SEE ELEVATION ON SHEET A101

WALL TYPE LEGEND

- TYPE 1. EXISTING EXTERIOR WALL**
EXISTING WALL TO REMAIN
- TYPE 2. EXISTING INTERIOR WALL**
EXISTING WALL TO REMAIN
- TYPE 3. EXISTING EXTERIOR BRICK WALL**
EXISTING WALL TO REMAIN. REPAIR DAMAGED GYPSUM BOARD, FIRE CAULKING PENETRATIONS.
- TYPE 4. INT. FRACE WALL**
3" X 10 GA. STEEL STUDS + 1/2" OC WITH 1/2" TYPE "X" GYPSUM BOARD BOTH SIDES. 3" FIBERGLASS SOUND BATT INSULATION. EXTEND WALL TO 3 FEET ABOVE ACoustICAL CEILING.
- TYPE 5. INT. FRACE WALL**
3" X 10 GA. STEEL STUDS + 1/2" OC WITH 2 LAYERS OF 1/2" TYPE "X" GYPSUM BOARD ON TELE-PED SIDE AND 1 LAYER ON OTHER SIDE. 3" FIBERGLASS SOUND BATT INSULATION. EXTEND WALL TO 3 FEET ABOVE ACoustICAL CEILING.
- TYPE 6. INT. FRACE WALL**
3" X 10 GA. STEEL STUDS + 1/2" OC WITH 1/2" TYPE "X" GYPSUM BOARD BOTH SIDES. 3" FIBERGLASS SOUND BATT INSULATION. EXTEND WALL TO 3 FEET ABOVE ACoustICAL CEILING.
- TYPE 7. INT. FRACE WALL**
3" X 10 GA. STEEL STUDS + 1/2" OC WITH 1/2" TYPE "X" GYPSUM BOARD BOTH SIDES. 3" FIBERGLASS SOUND BATT INSULATION. EXTEND WALL TO 3 FEET ABOVE ACoustICAL CEILING IN THE CORRIDOR.
- TYPE 8. INT. FRACE WALL - CORRIDOR**
3" X 10 GA. STEEL STUDS + 1/2" OC WITH 1/2" TYPE "X" GYPSUM BOARD BOTH SIDES. 3" FIBERGLASS SOUND BATT INSULATION. EXTEND WALL TO 3 FEET ABOVE ACoustICAL CEILING.
- TYPE 9. INT. FRACE WALL - LHS**
EXISTING STEEL STUDS. VERIFY GYPSUM BOARD FOR LHS WALL. RATING OR PROVIDE NEW 1/2" TYPE "X" GYPSUM BOARD BOTH SIDES.
- TYPE 10. INT. FRACE WALL**
3" X 10 GA. STEEL STUDS + 1/2" OC WITH 1/2" TYPE "X" GYPSUM BOARD ON INSIDE. EXTEND WALL TO BOTTOM OF EXISTING SOWIT. PROVIDE OPAQUE FILM ON INSIDE OF EXISTING GLAZING BEFORE FINISHING WALL.



Os Architects

ARCHITECTURE + PLANNING
5040 CHIRICAHUA TRAIL
LAS CRUCES, NM 88012
Phone: (505) 840-6235
Fax: (505) 513-4135
Email: osarchitects@gmail.com

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PROJECT TITLE
TAOS VA CLINIC

ADDRESS:
1255 PASO DEL PUEBLO SW.
SUITE A
TAOS, NM 87571

PROJECT NO.: 103-10-II

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SHEET TITLE
FLOOR PLAN

FILENAME: 103-10-A102

ISSUE: PERMIT

DATE: 01-05-11

DRAWN BY: MEO

CHECKED BY: MEO

OWNERSHIP APPROVAL:

SIGNATURE FOR THIS PROJECT MUST BE PROVIDED BY THE ARCHITECTURE FIRM AND CANNOT BE ALL THE ARCHITECTS' NAMES. THE ARCHITECTS' NAMES MUST BE PROVIDED IN THE PLANS AND SIGNED ABOVE AND COMPLETE AND CORRECTED.

SHEET NO.

A102

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO (OWNER):
Health Net Federal Services
2025 Aerojet Road.
Rancho Cordova, CA 95742

PROJECT: Construction of New Veterans Primary Care Clinic Taos

APPLICATION NO: 4 FINAL
PERIOD TO: October 25, 2011

DISTRIBUTION TO:

() OWNER
() CONTRACTOR
() ARCHITECT

FROM: (CONTRACTOR)
CDR CONSTRUCTION, INC.
P.O. BOX 158
ALAMOGORDO, NM 88311-0158

VIA (ARCHITECT)

PROJECT NO.
VENDOR NO. 10042810

CONTRACT FOR:

CONTRACT #

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for Payment, as shown below, in connection with the contract.
continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		
CHANGE ORDER APPROVED IN	ADDITIONS	DEDUCTIONS
PREVIOUS MONTHS TO OWNER	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
CHANGE ORDER #1	\$1,637.12	\$0.00
CHANGE ORDER #2	\$17,872.13	\$0.00
CHANGE ORDER #4	\$3,846.08	\$0.00
CHANGE ORDER #5	\$751.91	\$0.00
CHANGE ORDER #6	\$865.50	\$0.00
CHANGE ORDER #7	\$375.96	\$0.00
TOTALS	\$25,348.70	\$0.00
NET CHANGE BY CHANGE ORDERS		\$25,348.70

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that the current payment shown herein is now due

CONTRACTOR: CDR Construction, Inc.

State of: NEW MEXICO

County of: OTERO

Subscribed and Sworn to before me this _____ day of _____, 20____

Notary Public: _____

By: _____
President

Date: _____

My Commission Expires: _____

1 ORIGINAL CONTRACT WITH TAX	\$565,276.00
2 Net Change by Change Orders	\$25,348.70
3 CONTRACT SUM TO DATE (1 PLUS 2)	\$590,624.70
4 TOTAL COMPLETED AND STORED TO DATE	\$590,624.70
Column G on G703	
5 RETAINAGE	
5a _____ % of Completed Work	\$0.00
(column D plus E on G703)	
5b _____ % of Stored Materials	\$0.00
(column F on G703)	
6 Total Retainage (line 5a-5b or total in column I of G703)	\$0.00
7 TOTAL EARNED LESS RETAINAGE	
8 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior certificates)	\$153,375.21
9 TOTAL PAYMENT DUE EXCLUDING TAX	\$32,839.45
10 TAX @	\$2,210.66
11 TOTAL PAYMENT DUE INCLUDING TAX	\$35,050.11
12 BALANCE TO FINISH	0.00
(LINE 3-LINE 7)	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architects knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Amount Certified (Line 10) \$ _____
(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT
Containing CONTRACTOR'S signed Certification is attached

Period to: October 25, 2011
Date: October 26, 2011

PROJECT: Taos VA Clinic
APPLICATION # 4 FINAL

A	B	C	D	E	F	G	H	I	J
Item	Description	Scheduled Value	Previous Application	This Application		Total Completed And Stored	Percent Complete	Balance to Finish	0.0% Retainage
				Work in Place	Stored Materials				
1	General Conditions	\$147,526.00	\$128,526.00	\$19,000.00	\$0.00	\$147,526.00	100%	\$0.00	\$0.00
2	Permits	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	\$0.00
3	Architectural Plans	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	\$0.00
4	Interior Demolition	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
5	Concrete Cutting & Patching	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
6	Metal Studs & Framing	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	\$0.00
7	Insulation	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
8	Sheetrock	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	\$0.00
9	Drywall Labor Hang & Finish	\$16,060.00	\$16,060.00	\$0.00	\$0.00	\$16,060.00	100%	\$0.00	\$0.00
10	Entry Doors & Actuators	\$15,000.00	\$13,000.00	\$2,000.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
11	Door Hardware	\$8,000.00	\$7,000.00	\$1,000.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
12	Painting	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
13	Cabinets & Casework	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100%	\$0.00	\$0.00
14	Ceramic Tile/VCT	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100%	\$0.00	\$0.00
15	Accoustical Ceiling	\$12,000.00	\$11,000.00	\$1,000.00	\$0.00	\$12,000.00	100%	\$0.00	\$0.00
16	Interior Bath Hardware & Dispensers	\$15,640.00	\$14,640.00	\$1,000.00	\$0.00	\$15,640.00	100%	\$0.00	\$0.00
17	Track Curtains	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
18	Ergotrons Combo Systems & Flag Poles	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$0.00
19	Fire Alarm System	\$6,370.00	\$6,370.00	\$0.00	\$0.00	\$6,370.00	100%	\$0.00	\$0.00
20	Electrical	\$72,500.00	\$72,500.00	\$0.00	\$0.00	\$72,500.00	100%	\$0.00	\$0.00
21	Plumbing	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	\$0.00
22	HVAC	\$42,900.00	\$42,900.00	\$0.00	\$0.00	\$42,900.00	100%	\$0.00	\$0.00
23	Rough & Finish Clean	\$10,000.00	\$8,000.00	\$2,000.00	\$0.00	\$10,000.00	100%	\$0.00	\$0.00
24									
25									
26									
27									
28		\$522,496.00	\$495,496.00	\$27,000.00	\$0.00	\$522,496.00		\$0.00	\$0.00
29	New Mexico Gross Receipts Tax	\$42,780.00	\$40,569.34	\$2,210.66	\$0.00	\$42,780.00	100%	\$0.00	\$0.00
30									
31	ORIGINAL CONTRACT WITH TAX	\$565,276.00	\$536,065.34	\$29,210.66	\$0.00	\$565,276.00	100%	\$0.00	\$0.00
32	CHANGE ORDER #1	\$1,637.12	\$1,637.12	\$0.00	\$0.00	\$1,637.12	100%	\$0.00	\$0.00
33	CHANGE ORDER #2	\$17,872.13	\$17,872.13	\$0.00	\$0.00	\$17,872.13	100%	\$0.00	\$0.00
	CHANGE ORDER #4	\$3,846.08	\$0.00	\$3,846.08	\$0.00	\$3,846.08	100%	\$0.00	\$0.00
	CHANGE ORDER #5	\$751.91	\$0.00	\$751.91	\$0.00	\$751.91	100%	\$0.00	\$0.00
	CHANGE ORDER #6	\$865.50	\$0.00	\$865.50	\$0.00	\$865.50	100%	\$0.00	\$0.00
	CHANGE ORDER #7	\$375.96	\$0.00	\$375.96	\$0.00	\$375.96	100%	\$0.00	\$0.00
34	TOTALS (+ Change Orders)	\$590,624.70	\$555,574.59	\$35,050.11	\$0.00	\$590,624.70	100%	\$0.00	\$0.00
1									
2	LESS PREVIOUS CONTRACT PAYMENTS	\$555,574.60							
3	SUBTOTAL AMOUNT THIS REQUEST	\$35,050.11							
4									
5	AMOUNT DUE THIS REQUEST	\$35,050.11							

CDR CONSTRUCTION, INC.

August 8, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Melissa Woosley
Neal Montgomery
Brain Westbrook
Paul Anderson

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 1

Three Additional Doors due to Change in Floor Plan

Material	1,380.48
Labor	450.00

Credit for Room 122

Wall Stop	(1.45)
Door Sign	(6.00)
Wall Sign	(5.00)
Door Closer	(64.00)
Closer Reinforcement	(4.86)
Privacy Lock	(85.95)
Labor	(150.00)

Total Credits	\$317.26
---------------	----------

Total	1,830.48
Credits	(317.26)
Sales Tax 8.1875%	123.90

Total with Tax	\$ 1,637.12
-----------------------	--------------------

Rick Wilson
CDR Construction, Inc.
President

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 434-8775
E-MAIL cdrconstruction@qwestoffice.net

CDR CONSTRUCTION, INC.

August 3, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Melissa Woosley
Neal Montgomery
Brain Westbrook
Paul Anderson

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 2

Labor and Materials to Provide Intrusion, Detection, and Duress System to Specifications Provided by Health Net. Proposal is attached from Service Electric Co, Inc.

Total 14,319.00
Tax 8.1875% 1,173.00
Total \$ 15,492.00

Plumbing Changes in Existing Bathrooms

2	ADA Wall Hung Lavatories	500.00 ea	1,000.00
2	Pressure Assist Water Closets/ Toilets	450.00 ea	900.00
2	New Faucets on Lavatories	150.00 ea	300.00
		Total	2,200.00
		Tax 8.1875%	180.13
		Total	\$2,380.13

Total Amount of C/O \$ 17,872.13

Rick Wilson
CDR Construction, Inc.
President

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 434-8775
E-MAIL cdrconstruction@qwestoffice.net

CDR CONSTRUCTION, INC.

August 18, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Melissa Woosley
Neal Montgomery
Brain Westbrook
Paul Anderson

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 3

Labor and Material to do additional landscape as per landscape plan.

Additional Landscaping	33,920.00
Landscape Plans	1,185.00
Total	35,105.00
Tax 8.1875%	2,874.23
Total	37,979.23

Rick Wilson
CDR Construction, Inc.
President

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 434-8775
E-MAIL cdrconstruction@qwestoffice.net

CDR CONSTRUCTION, INC.

August 19, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Melissa Woosley
Neal Montgomery
Brain Westbrook
Paul Anderson

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 4

Flooring In Bathrooms, Tile in Com Room. Remove Inset Sign in Front Fur out Flush with Existing Wall and Re Stucco. Install Extra Fire Extinguisher and Cabinet in Front Lobby Area. Change Security System to Honeywell Equipment per Lance and Service Electric.

Kick Plates for Doors	443.00
Stucco Repair at Sign	275.00
Flooring in Bathrooms	575.00
Tile in Com Room	275.00
Electrical Panel	375.00
Low Voltage Sign	140.00
Front Hand Rails	400.00
 Total	 2,483.00
Tax @ 8.1875%	203.30
Total with Tax	\$2,686.30
 1 Fire Extinguisher & Cabinet	 350.00
Tax @ 8.1875%	28.66
Total with Tax	\$378.66
 Security System Change to Honeywell	 722.00
Tax @ 8.1875%	59.12
Total with Tax	\$781.12
 Total Amount of C/O	 \$3,846.08

Rick Wilson
CDR Construction, Inc.
President

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 434-8775
E-MAIL cdrconstruction@qwestoffice.net

CDR CONSTRUCTION, INC.

September 8, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Paul Anderson
Neal Montgomery
Melissa Woosley

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 5

Install 10" Solar Tube Skylight with Approximately 6' of Pipe Build Flashing for Metal Roof

1	10" Solar Tube Skylight Assembly	243.00
1	10" x 24" Pipe Extension	52.00
1	Flashing (Basin Air to Build)	150.00
1	Labor to Install	250.00

Total	695.00
Tax 8.1875%	56.91
Total	\$751.91

Rick Wilson
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President

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CDR CONSTRUCTION, INC.

September 23, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Paul Anderson
Neal Montgomery
Melissa Woosley

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 6

Labor & Material to Carpet Exterior Courtyard

Total	800.00
Tax 8.1875%	65.50
Total	\$865.50

Rick Wilson
CDR Construction, Inc.
President

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Alamogordo, NM 88311

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E-MAIL cdrconstruction@qwestoffice.net

CDR CONSTRUCTION, INC.

September 28, 2011

Health Net Services
2025 Aerojet Road
Rancho Cordova, CA 95742

Attn: Paul Anderson
Neal Montgomery
Melissa Woosley

Re: Taos New Mexico VA Clinic

Change Order Proposal No. 7

Install 10" Solar Tube Skylight with Approximately 6' of Pipe Build Flashing for Metal Roof

1	10" Solar Tube Skylight Assembly	243.00
1	10" x 24" Pipe Extension	52.00
1	Flashing (Basin Air to Build)	150.00
1	Labor to Install	250.00

Total	695.00
Tax 8.1875%	56.91
Total	\$751.91

Heath Net Federal Services to Split Total Cost with CDR Construction, Inc.

Total Due: \$375.96

Rick Wilson
CDR Construction, Inc.
President

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Alamogordo, NM 88311

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June 19, 2011 - June 25, 2011

Sun, June 19	
Mon, June 20	- Work on Floor, Mechanical, & Electrical Plans - Submit Demo Plans for Permit - Mobilize to Jobsite
Tue, June 21	- Work on Floor, Mechanical, & Electrical Plans - Start Prep for Demolition - Mobilize to Jobsite
Wed, June 22	- Mobilization to Jobsite Complete - Work on Mechanical & Electrical Plans - Pick up Demo Permit - Submit Plans AQMD Approval
Thu, June 23	- Work on Mechanical & Electrical Plans - Start Interior Demolition - Start Work for Fire Alarm Plan - Meet with Electrical, Plumbing and HVAC
Fri, June 24	- Work on Mechanical & Electrical Plans - Interior Demolition - Work on Fire Alarm Plans
Sat, June 25	

June 26, 2011 – July 2, 2011

Sun, June 26	
Mon, June 27	- Work on Mechanical & Electrical Plans - Interior Demolition
Tue, June 28	- Work on Mechanical & Electrical Plans - Interior Demolition - Work on Fire Alarm Plans
Wed, June 29	- Work on Mechanical & Electrical Plans - Interior Demolition - Electrical Demolition Started
Thu, June 30	- Work on Mechanical & Electrical Plans - Interior Demolition - Work on Fire Alarm Plans - Electrical Demolition
Fri, July 1	- Mechanical & Electrical Plans Complete - Interior Demolition - Work on Fire Alarm Plans Complete - Electrical Demolition
Sat, July 2	

July 3, 2011 – July 9, 2011

Sun, July 3	
Mon, July 4	- No Work due to Holiday
Tue, July 5	- Start Layout of Plumbing Trenches - Interior Demolition - Submit Plans for Permits & Plan Check - AQMD Permit Approval - Electrical Demolition
Wed, July 6	- Start Saw Cutting of Concrete for Plumbing - Interior Demolition - Electrical Demolition - Plan Check - Order Metal Studs & Framing Material
Thu, July 7	- Interior Demolition - Saw Cutting Concrete - Electrical Demolition - Plan Check
Fri, July 8	- Interior Demolition Complete - Electrical Demolition Complete - Removal Saw Cut Concrete - Plan Check
Sat, July 9	

July 10, 2011 – July 16, 2011

Sun, July 10	
Mon, July 11	- Removal Saw Cut Concrete - Plan Check - Remove Ceiling Tile - Temp Electrical Lighting
Tue, July 12	- Plan Check - Remove Saw Cut Concrete - Remove Ceiling Tile - Temp Electrical Lighting - Order Ergotrons
Wed, July 13	- Plan Check - Remove Saw Cut Concrete Complete - Temp Electrical Lighting Complete - Meet Radford Regarding Cabinets - Remove Ceiling Tile
Thu, July 14	- Plan Check - Layout Plumbing Rough In - Order Interior Door Hardware - Removal of Ceiling Tile Complete
Fri, July 15	- Plan Check - Trench for Plumbing - Delivery of Metal Framing Materials - Layout Exterior Walls for Furring
Sat, July 16	

July 17, 2011 – July 23, 2011

Sun, July 17	
Mon, July 18	- Plan Check - Wall Furring Exterior Walls - Trench Plumbing
Tue, July 19	- Pick up Building Permit - Start Plumbing Rough In - Wall Furring Exterior Walls
Wed, July 20	- Plumbing Rough In - Exterior Wall Furring
Thu, July 21	- Plumbing Rough In / Call in for Inspection - Start Prep Trenches for Concrete - Exterior Wall Furring
Fri, July 22	- Plumbing Rough In Inspection - Prep Plumbing Trenches - Exterior Wall Furring Complete
Sat, July 23	

July 24, 2011 – July 30, 2011

Sun, July 24	
Mon, July 25	- Interior Wall Framing - Electrical Rough - HVAC Rough - Plumbing Rough
Tue, July 26	- Interior Wall Framing - Electrical Rough - HVAC Rough - Plumbing Rough
Wed, July 27	- Interior Wall Framing - Electrical Rough - HVAC Rough - Plumbing Rough
Thu, July 28	- Interior Wall Framing - Electrical Rough - HVAC Rough - Plumbing Rough
Fri, July 29	-Interior - Electrical Rough - HVAC Rough - Plumbing Rough
Sat, July 30	

July 31, 2011 – Aug 6, 2011

Sun, July 31	
Mon, Aug 1	- Interior Wall Framing - Electrical Rough - HVAC Rough - Plumbing Rough
Tue, Aug 2	- Interior Wall - Electrical Rough - HVAC Rough - Plumbing Rough - Rough in ADA Door Actuators
Wed, Aug 3	- Interior Wall Framing - Electrical Rough - HVAC Rough - Plumbing Rough - Security Pre Cable - Phone Pre Cable - Call for Electrical Inspection for Aug. 8th
Thu, Aug 4	- Interior Wall Framing - Electrical Rough - HVAC Rough Call for Fri 5th Inspection - Plumbing Rough Call for Friday 5th Inspection - Security Pre Wire - Phone Cabling
Fri, Aug 5	-Interior Wall Framing Complete - Start Insulation - Security Pre Wire Complete - Phone Cabling Complete - Plumbing Rough Inspection - HVAC Rough Inspection
Sat, Aug 6	

Aug 7, 2011 – Aug 13, 2011

Sun, Aug 7	
Mon, Aug 8	-Electrical Rough Inspection - Wall Insulation - Interior Wall Framing Pick up - Call Framing Inspection for Tues 9th - Load Drywall
Tue, Aug 9	- Framing Inspection - Wall Insulation - Load Drywall
Wed, Aug 10	- Wall Insulation Complete - Hang Drywall
Thu, Aug 11	- Work on Flag Pole Installation - Hang Drywall
Fri, Aug 12	- Flag Pole Installation - Hang Drywall - Start Taping
Sat, Aug 13	

Aug 14, 2011 – Aug 20, 2011

Sun, Aug 14	
Mon, Aug 15	- Hang Drywall Complete - Tape & Bed - Pour Concrete for Flag Pole
Tue, Aug 16	- Tape & Bed - Install Flagpole
Wed, Aug 17	- Tape & Bed
Thu, Aug 18	- Tape & Bed - Pick up Doors
Fri, Aug 19	- Tape & Bed
Sat, Aug 20	

Aug 21, 2011 – Aug 27, 2011

Sun, Aug 21	
Mon, Aug 22	-Tape & Bed - Doors on Jobsite
Tue, Aug 23	- Texture Walls - Scrape & Clean Floors
Wed, Aug 24	- Paint Walls
Thu, Aug 25	- Paint Walls - Pick up Cabinets
Fri, Aug 26	-Fire Alarm Pre Cable - Paint Walls Complete
Sat, Aug 27	

Aug 28, 2011 – Sep 3, 2011

Sun, Aug 28	
Mon, Aug 29	- Install Acoustical Ceiling Grid - Install Doors
Tue, Aug 30	- Install Acoustical Ceiling Grid - Install Doors
Wed, Aug 31	- Install Acoustical Ceiling Grid - Install Doors - Install Cabinets
Thu, Sept 1	- Install Acoustical Ceiling Complete - Floor Prep - Install Cabinets
Fri, Sept 2	- Interior Door Installation Complete - Floor Prep Lay Tile in Bathrooms - Install Cabinets Complete - Measure Glass for Installation in Reception
Sat, Sept 3	

Sept 4, 2011 – Sept 10, 2011

Sun, Sept 4	
Mon, Sept 5	- Labor Day
Tue, Sept 6	- Floor Prep Complete - Install Tile in Bathrooms - Start Finish Plumbing - Finish Hardware - Install ADA Door Openers in Entry
Wed, Sept 7	- Finish Hardware - Start Finish HVAC - Start Finish Electrical - Finish Plumbing
Thu, Sept 8	- Finish Hardware - Finish HVAC - Finish Electrical - Finish Plumbing
Fri, Sept 9	- Finish Hardware - Finish HVAC - Finish Electrical - Finish Plumbing
Sat, Sept 10	

Sept 11, 2011 – Sept 17, 2011

Sun, Sept 11	
Mon, Sept 12	- Finish Hardware - FRP Panel Installation - Start Data Com Finish - Security Finish - HVAC Finish - Plumbing Finish - Electrical Finish
Tue, Sept 13	- Finish - Plumbing Finish Complete - FRP Panel Installation Complete - Data Com Finish - Security Finish - HVAC Finish - Electrical Finish
Wed, Sept 14	- HVAC Finish Complete - Electrical Finish - Data Com Finish Complete - Security Finish Complete - Install Counters in Reception - Final Mechanical
Thu, Sept 15	- Install Locks on Cabinets - Install Glass in Reception - Finish all Painting - Install Ergotrons - Electrical Finish
Fri, Sept 16	- Installation of Locks on Cabinets Complete - Install Glass in Reception Complete - Finish Painting - Electrical Finish Call for Final Inspection
Sat, Sept 17	

Sept 18, 2011 – Sept 24, 2011

Sun, Sept 18	
Mon, Sept 19	- Electrical Finish Complete - Start Installation of Carpet & VCT - Start Finish Clean
Tue, Sept 20	- Carpet & VCT Installation - Finish Cleaning
Wed, Sept 21	- Carpet & VCT Installation - Finish Cleaning - Electrical Final - Call for Building Final
Thu, Sept 22	- Carpet & VCT Installation - Finish Clean
Fri, Sept 23	- Carpet & VCT Installation Complete - Finish Cleaning - Building Final - Building Furniture
Sat, Sept 24	

Sept 25, 2011 – Oct 1, 2011

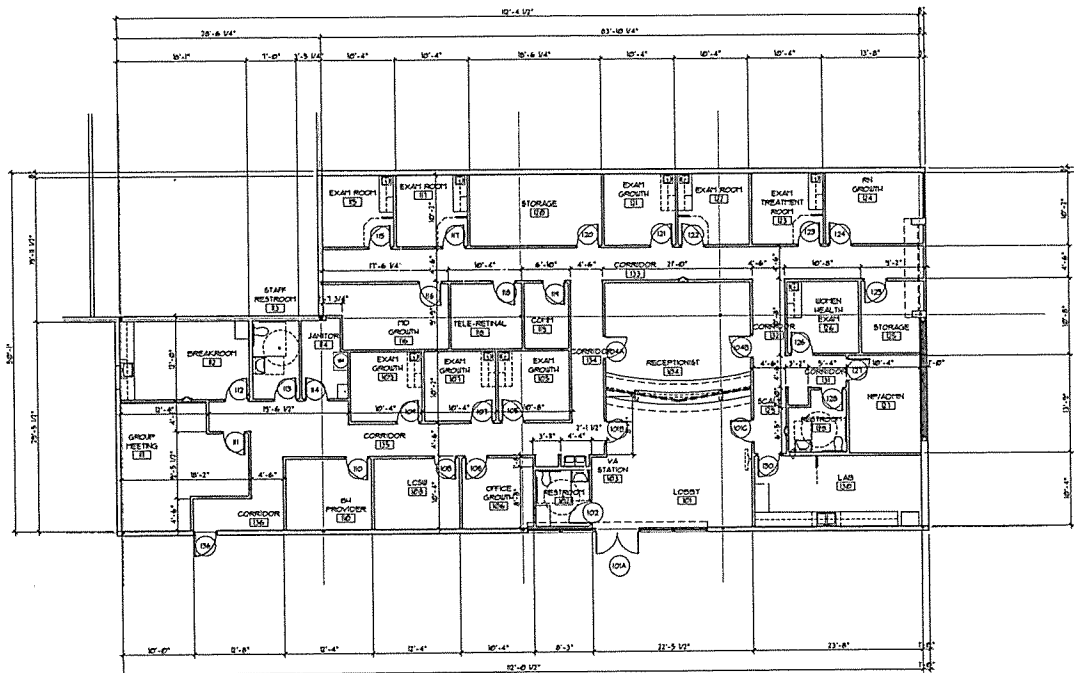
Sun, Sept 25	
Mon, Sept 26	- Seal & Wax Floors - Final Paint Touch up - Building Punch out - Building Furniture
Tue, Sept 27	- Seal & Wax Floors - Final Paint Touch up - Building Punch out - Building Furniture
Wed, Sept 28	- Opening for Staff
Thu, Sept 29	- Pick up Items
Fri, Sept 30	- Pick up Items
Sat, Oct 1	

Oct 2, 2011 – Oct 8, 2011

Sun, Oct 2	
Mon, Oct 3	- Open to Public
Tue, Oct 4	
Wed, Oct 5	
Thu, Oct 6	
Fri, Oct 7	
Sat, Oct 8	

Oct 9, 2011 – Oct 15, 2011

Sun, Oct 9	
Mon, Oct 10	
Tue, Oct 11	
Wed, Oct 12	
Thu, Oct 13	
Fri, Oct 14	
Sat, Oct 15	



N
FLOOR PLAN
SCALE: 1/8" = 1'-0"

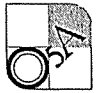
GENERAL NOTES

DIMENSIONS TO EXISTING WALLS ARE TO FACE OF GYPSUM BOARD.
DIMENSIONS TO NEW WALLS ARE TO FACE OF STD.

FLOOR PLAN NOTES

1. LINE OF SIGHT ABOVE.
2. GLASS WINDOW ACROSS COUNTER TOP. INSTALL 1 CLINICAL STYLE SLIDING WINDOW PASS-THRU 4" IN LENGTH AT 42" AFF AND 36" AFF AT SIT-DOWN COUNTER. PROVIDE LOCKS.
3. INSTALL 54" LONG PRIVACY CURTAIN AND TRACK ON CEILING.
4. LOW WALL BELOW COUNTER - SEE INTERIOR ELEVATIONS ON SHEET A401.
5. WATER FOUNTAIN - SEE PLUMBING.
6. REFRIGERATOR BY OWNER.
7. WATER HEATER - SEE PLUMBING.
8. WALL MOUNTED FIRE EXTINGUISHER IN 60TH-RECESSED CABINET. SEE SHEET 0301 AND 0302.
9. INSTALL 4" LONG x 54" HIGH PRIVACY CURTAIN AND TRACK IN THE LAB.
10. SAMPLE PASS-THROUGH UNIT. SEE SHT. A401.
11. 1-HOUR RATED PARTITIONS AROUND JANITOR CLOSET PER 103-43 HANG. CEILING WITH 1/2" TYPE "X" GYPSUM BOARD.
12. EXISTING ELECTRICAL PANEL - SEE ELECTRICAL PLAN.
13. 6" STEEL BRACING AT ALL PLUMBING WALLS.
14. ACCESSIBLE SIT-DOWN STATION - SEE SHEET A402.
15. RECEPTIONIST COUNTER BUILT OUT OF ASH WOOD. PROVIDE HOLE WITH GROUT-FILLS ACCORDING TO CASHING.
16. JANITOR SINK - SEE PLUMBING.
17. CHAIR RAIL - SEE SPECS.
18. CORNER GUARD - SEE SPECS.
19. PROVIDE FIRE RATED 4" x 8" CON. PLYWOOD ON WALL. PAINT PLYWOOD WITH 2 COATS OF FIRE RATED PAINT. FIRE RETARDED STAFF ON PLYWOOD TO BE VISIBLE AFTER PAINTING. SEE SPECS.
20. INSTALL ERGOTRON STYLE VIEW HD CORDED ON WALLS AS SHOWN. INSTALL PLYWOOD BACKING IN WALLS. SEE SPECS.
21. STAINLESS STEEL GRAB BAR. SEE SHEET 0301 FOR ALL ADA REQUIRED BARS AND LOCATION.
22. DO NOT INSTALL CABINETRY, SINKS ERGOTRON, PRIVACY CURTAIN AND CHAIR RAIL IN ALL GROWTH EXAM ROOMS. ROUGH IN PLUMBING AS INDICATED AND INSTALL DATAVOICE ON WALLS. COVER WITH BLANK PLATE. DO NOT INSTALL FACE PLATE. PAINT WALLS PER SPECS. SEE FLOOR FINISH FOR FLOORING.
23. 42" WALL MOUNTED TELEVISION ABOVE BY OWNER. INSTALL BY CONTRACTOR - SEE SPECS ON SHEET 0301 AND 0302. SEE ELECTRICAL PLAN.
24. BIO DESK AREA - SHEET A403C.
25. TELE HEALTH AREA. PROVIDE BLOCKING IN WALL FOR MONITOR. SEE ELECTRICAL PLANS FOR DATA/ELECT. L REQUIREMENTS.
26. PROVIDE AND INSTALL CHATSWORTH WALL MOUNTED RACK - PART 1601-150.
27. PROVIDE CHATSWORTH SINGLE BIDE SHELF - PART 140014-500.
28. 36" FOLDABLE BABY CHANGING TABLE - SEE SPECS.
29. REMOVE EXISTING DOOR AND FILL IN WALL. STUCCO WALL ON THE OUTSIDE TO MATCH EXISTING.
30. EXISTING DOOR TO REMAIN.
31. PROVIDE DOOR OPENER AT LOCATION.

NOT FOR CONSTRUCTION



Os Architects

ARCHITECTURE + PLANNING

5040 GUNNERSHIP TRAIL
LAS CRUCES, NM 88012

Phone: (505) 640-6255
Fax: (505) 375-4150
Email: osarchitects@gmail.com

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PROJECT TITLE

ALAMOGORDO
VA
CLINIC

ADDRESS:
3191 N. WHITE SANDS, STE. 09 4 10
ALAMOGORDO, NM 88001

PROJECT NO.: 105-11-11

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SHEET TITLE

FLOOR PLAN

FILENAME:

ISSUE: PERMIT

DATE: 01-12-11

DRAWN BY: PVL/PEO

CHECKED BY: PEO

OWNERSHIP APPROVAL:

REVISION: DATE
THE PLANS FOR THIS PROJECT HAVE BEEN REVIEWED BY THE UNDERSIGNED, AND I HEREBY CERTIFY THAT THE PLANS AS SHOWN ABOVE ARE ACCURATE AND CORRECT.

SHEET NO.

A102

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO (OWNER):

Health Net Federal Services
2025 Aerojet Road.
Rancho Cordova, CA 95742

PROJECT: Construction of New Veterans Primary Care Clinic

APPLICATION NO: 5 (FINAL)

PERIOD TO: 5/25/2011

DISTRIBUTION TO:

(X) OWNER
() CONTRACTOR
() ARCHITECT

FROM: (CONTRACTOR)

CDR CONSTRUCTION, INC.
P.O. BOX 158
ALAMOGORDO, NM 88311-0158

PROJECT NO. RFP # VA110410

CONTRACT FOR:

CONTRACT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for Payment, as shown below, in connection with the contract.
continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		
CHANGE ORDER APPROVED IN	ADDITIONS	DEDUCTIONS
PREVIOUS MONTHS TO OWNER	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00
CHANGE ORDER #2	\$4,273.80	\$0.00
CHANGE ORDER #3	\$1,872.15	\$0.00
CHANGE ORDER #5	\$600.00	\$0.00
CHANGE ORDER #6	\$1,656.00	\$0.00
CHANGE ORDER #8	\$2,637.00	\$0.00
CHANGE ORDER #9	\$1,200.00	\$0.00
TOTALS	\$12,238.95	\$0.00
NET CHANGE BY CHANGE ORDERS		\$12,238.95

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that the current payment shown herein is now due

CONTRACTOR: CDR Construction, Inc.

State of: NEW MEXICO

County of: OTERO

Subscribed and Sworn to before me this _____ day of _____, 20____

Notary Public: _____

By: _____
President

Date: 25-May-11

My Commission Expires: _____

1 ORIGINAL CONTRACT WITH TAX	\$606,377.25
2 Net Change by Change Orders	\$12,238.95
3 CONTRACT SUM TO DATE (1 PLUS 2)	\$618,616.20
4 TOTAL COMPLETED AND STORED TO DATE	\$618,616.20
Column G on G703	
5 RETAINAGE	
5a _____ % of Completed Work	\$0.00
(column D plus E on G703)	
5b _____ % of Stored Materials	\$0.00
(column F on G703)	
6 Total Retainage (line 5a-5b or total in column I of G703)	\$0.00
7 TOTAL EARNED LESS RETAINAGE	
8 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior certificates)	\$575,220.38
9 PAYMENT DUE EXCLUDING TAX	\$41,238.95
10 TAX 7.4375%	\$2,156.87
11 TOTAL PAYMENT DUE INCLUDING TAX	\$43,395.82
12 BALANCE TO FINISH, PLUS RETAINAGE (LINE 3-LINE 7)	\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Amount Certified (Line 10) \$ _____
(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under this Contract

Period to: May 25, 2011
Date: May 25, 2011

PROJECT: Alamogordo VA Clinic
APPLICATION # 5 (FINAL)

A	B	C	D	E	F	G	H	I	J
Item	Description	Scheduled Value	Previous Application	This Application		Total Completed And Stored	Percent Complete	Balance to Finish	0.0% Retainage
				Work in Place	Stored Materials				
1	General Conditions	\$117,900.00	\$110,900.00	\$7,000.00	\$0.00	\$117,900.00	100%	\$0.00	\$0.00
2	Permits	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	\$0.00
3	Architectural Plans	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$0.00
4	Interior Demolition	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100%	\$0.00	\$0.00
5	Concrete Cutting & Patching	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
6	Metal Studs & Framing	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$0.00
7	Insulation	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	\$0.00
8	Sheetrock	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	100%	\$0.00	\$0.00
9	Drywall Labor Hang & Finish	\$11,100.00	\$11,100.00	\$0.00	\$0.00	\$11,100.00	100%	\$0.00	\$0.00
10	Entry Doors & Actuators	\$18,000.00	\$16,000.00	\$2,000.00	\$0.00	\$18,000.00	100%	\$0.00	\$0.00
11	Door Hardware	\$7,000.00	\$6,000.00	\$1,000.00	\$0.00	\$7,000.00	100%	\$0.00	\$0.00
12	Painting	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$0.00
13	Cabinets & Casework	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	100%	\$0.00	\$0.00
14	Ceramic Tile/VCT	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	\$0.00
15	Accoustical Ceiling	\$26,000.00	\$20,000.00	\$6,000.00	\$0.00	\$26,000.00	100%	\$0.00	\$0.00
16	Interior Bath Hardware & Dispensers	\$7,000.00	\$6,000.00	\$1,000.00	\$0.00	\$7,000.00	100%	\$0.00	\$0.00
17	Track Curtains	\$4,200.00	\$2,200.00	\$2,000.00	\$0.00	\$4,200.00	100%	\$0.00	\$0.00
18	Ergotrons Combo Systems	\$8,000.00	\$7,000.00	\$1,000.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
19	Fire Sprinkler System	\$21,000.00	\$20,000.00	\$1,000.00	\$0.00	\$21,000.00	100%	\$0.00	\$0.00
20	Carpet	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$0.00
21	Electrical	\$74,000.00	\$72,000.00	\$2,000.00	\$0.00	\$74,000.00	100%	\$0.00	\$0.00
22	Plumbing	\$47,000.00	\$45,000.00	\$2,000.00	\$0.00	\$47,000.00	100%	\$0.00	\$0.00
23	HVAC	\$40,000.00	\$38,000.00	\$2,000.00	\$0.00	\$40,000.00	100%	\$0.00	\$0.00
24	Rough & Finish Clean	\$10,000.00	\$8,000.00	\$2,000.00	\$0.00	\$10,000.00	100%	\$0.00	\$0.00
25									
26									
27									
28		\$564,400.00	\$535,400.00	\$29,000.00	\$0.00	\$564,400.00		\$0.00	\$0.00
29	New Mexico Gross Receipts Tax	\$41,977.25	\$39,820.38	\$2,156.87	\$0.00	\$41,977.25	100%	\$0.00	
30									
31	ORIGINAL CONTRACT WITH TAX	\$606,377.25	\$575,220.38	\$31,156.87	\$0.00	\$606,377.25	100%	\$0.00	\$0.00
32	CHANGE ORDER #2	\$4,273.80	\$0.00	\$4,273.80	\$0.00	\$4,273.80	100%	\$0.00	\$0.00
33	CHANGE ORDER #3	\$1,872.15	\$0.00	\$1,872.15	\$0.00	\$1,872.15	100%	\$0.00	\$0.00
34	CHANGE ORDER #5	\$600.00	\$0.00	\$600.00	\$0.00	\$600.00	100%	\$0.00	\$0.00
35	CHANGE ORDER #6	\$1,656.00	\$0.00	\$1,656.00	\$0.00	\$1,656.00	100%	\$0.00	\$0.00
	CHANGE ORDER #8	\$2,637.00	\$0.00	\$2,637.00	\$0.00	\$2,637.00	100%	\$0.00	\$0.00
	CHANGE ORDER #9	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100%	\$0.00	\$0.00
36	TOTALS (+ Change Orders)	\$618,616.20	\$575,220.38	\$43,395.82	\$0.00	\$618,616.20	100%	\$0.00	\$0.00
37									
38	LESS PREVIOUS CONTRACT PAYMENTS					\$575,220.38			
39	SUBTOTAL AMOUNT THIS REQUEST					\$43,395.82			
40	AMOUNT DUE THIS REQUEST					\$43,395.82			

CDR CONSTRUCTION, INC.

Alamogordo VA Clinic CHANGE ORDERS

<u>C/O #</u>	<u>Change</u>	<u>Status</u>	<u>Amount</u>
C/O #1	Add Shower	Not Yet Approved	1,331.08
C/O #2	Add Exam Room #9	Approved	4,273.80
C/O #3	Safety Glass	Approved	1,872.15
C/O #4	Blind Credit & Framing	Approved	0.00
C/O #5	2 48 Port Panels	Approved	600.00
C/O #6	Flagpoles	Approved	1,656.00
C/O #7	CAT 5 Cable	Not Yet Approved	2,500.00
C/O #8	Room 109	Approved	2,832.79
C/O #9	Drops & Supplies	Approved	1,200.00

Approved:	12,434.74
Pending:	3,831.08
Total:	16,265.82

P.O Box 158
1219 B. Oregon Ave.
Alamogordo, NM 88311

PHONE (575) 434-8775
FAX (575) 437-7091
E-MAIL cdrconstruction@qwestoffice.net

Jan 9, 2011 - Jan 15, 2011

Sun, Jan 9	
Mon, Jan 10	- Plumbing & Electrical Meeting discussing plans (Complete)
Tue, Jan 11	- Work on Floor, Mechanical, & Electrical Plans
Wed, Jan 12	- Pick up Demolition Plans - CID Requirements - Work on Mechanical & Electrical Plans
Thu, Jan 13	- City of Alamogordo Zoning Permit - Work on Mechanical & Electrical Plans - CID Pull Permit for Demolition - Submit Plans AQMD for Approval
Fri, Jan 14	- Pick up Final Floor Plan - City of Alamogordo Meeting on Fire Sprinkler Revisions - Work on Mechanical & Electrical Plans
Sat, Jan 15	

Jan 16, 2011 - Jan 22, 2011

Sun, Jan 16	
Mon, Jan 17	- Mobilization to Job Site - Floor Plan Complete - Work on Mechanical & Electrical Plans
Tue, Jan 18	- Interior Wall Demolition - Remove Carpet - Layout for Saw Cutting Slab - Work on Mechanical & Electrical Plans - Electrical Demolition
Wed, Jan 19	- Interior Wall Demolition - Lay out for Saw Cutting Slab - Work on Mechanical & Electrical Plans - Meeting w/ Radford Cabinets on Casework
Thu, Jan 20	- Interior Wall Demolition - Start Saw Cutting Slab - Work on Mechanical & Electrical Plans - Meet w/ AZ Sunset Builders on Doors & Hardware - Electrical Demolition
Fri, Jan 21	- Interior Wall Demolition - Saw Cutting Slab - Work on Mechanical & Electrical Floor Plans
Sat, Jan 22	

Jan 23, 2011 - Jan 29, 2011

Sun, Jan 23	
Mon, Jan 24	- Work on Mechanical & Electrical Plans - Submit Plans for Permit & Plan Check - Interior Wall Demolition - Remove Saw Cut Concrete - Plan Check - Remove Ceiling Tile - Mechanical & Electrical Demolition
Tue, Jan 25	- Work on Mechanical & Electrical Plans - Start Demolition Mezzine - Remove Saw Cut Concrete - Plan Check - Remove Ceiling Tile - Mechanical & Electrical Demolition
Wed, Jan 26	- Work on Mechanical & Electrical Plans - Demolition Mezzine - Remove Saw Cut Concrete - Plan Check - Ceiling Tile Removal Complete - Mechanical & Electrical Demolition Complete
Thu, Jan 27	- Work on Mechanical & Electrical Plans - Demolition Mezzine Complete - Removal of Interior Walls under Mezzine - Plan Check - Remove Saw Cut Concrete Complete
Fri, Jan 28	- Final Mechanical & Electrical Plans - Clean up Interior Building - Removal of Interior Walls Complete - Plan Check - Layout for Plumbing Rough In
Sat, Jan 29	

Jan 30, 2011 - Feb 5, 2011

Sun, Jan 30	
Mon, Jan 31	- Submit Building Permit - Start Saw Cutting Plumbing Rough In - Order Metal Studs & Framing Materials - Final Clean up From Demolition
Tue, Feb 1	- Saw Cutting Plumbing Trench - Order Cabinets & Casework Materials - Order Interior Doors & Hardware - Order Ergotrons - Plan Check
Wed, Feb 2	- Removal Concrete Plumbing Trenches - Plan Check
Thu, Feb 3	- Removal Concrete Plumbing Trenches - Plan Check
Fri, Feb 4	- Start Plumbing Rough In - Start Furring Walls (Mall Side & Main Entry) - Plan Check
Sat, Feb 5	

Feb 6, 2011 - Feb 12, 2011

Sun, Feb 6	
Mon, Feb 7	- Plumbing Rough In - Wall Furring (Mall Side) - Plan Check
Tue, Feb 8	- Plumbing Rough In - Pick up Building Permit - Wall Furring
Wed, Feb 9	- Plumbing Rough In Call for Inspection
Thu, Feb 10	- Plumbing Rough In Inspection (Complete) - Start Prep Plumbing Trenches for Concrete Pour Concrete
Fri, Feb 11	- Prep Plumbing Trenches for Concrete
Sat, Feb 12	

Feb 13, 2011 - Feb 19, 2011

Sun, Feb 13	
Mon, Feb 14	- Pour Concrete Plumbing Trenches (Complete 2-10) - Start HVAC Ducts in Ceiling - Start Electrical In Ceilings
Tue, Feb 15	- HVAC Duct Work in Ceiling (80% Complete 2-10) - Electrical Work Ceiling - Start Layout Walls
Wed, Feb 16	- HVAC Duct Work Ceilings - Electrical Work Ceilings - Complete Layout Walls
Thu, Feb 17	- HVAC Duct Work Ceilings - Electrical Work Ceilings - Start Fire Sprinklers Changes in Ceiling (Spout 2-14)
Fri, Feb 18	- HVAC Duct Work Ceilings - Electrical Work Ceilings - Fire Sprinkler Changes in Ceiling
Sat, Feb 19	

Feb 20, 2011 - Feb 26, 2011

Sun, Feb 20	
Mon, Feb 21	- HVAC Duct Work Ceilings Complete - Electrical Work Ceilings Complete - Fire Sprinkler Changes in Ceiling - Start Interior Wall Framing
Tue, Feb 22	- Fire Sprinkler Changes in Ceiling Complete - Interior Wall Framing
Wed, Feb 23	- Interior Wall Framing
Thu, Feb 24	- Interior Wall Framing - Start Plumbing Top Out
Fri, Feb 25	- Interior Wall Framing - Plumbing Top Out
Sat, Feb 26	

Feb 27, 2011 – Mar 5, 2011

Sun, Feb 27	
Mon, Feb 28	- Interior Wall Framing - Plumbing Top Out - Start Electrical Rough In
Tue, Mar 1	- Interior Wall Framing - Plumbing Top Out - Electrical Rough In
Wed, Mar 2	- Interior Wall Framing Complete - Plumbing Top Out - Electrical Rough In - Start Mechanical Rough In
Thu, Mar 3	- Plumbing Top Out - Electrical Rough In - Prep Wall on Exterior Existing - Mechanical Rough In - Data Com Pre Cable
Fri, Mar 4	- Plumbing Top Out Complete - Electrical Rough In - Prep Walls on Exterior Existing - Mechanical Rough In - Data Com Pre Cable
Sat, Mar 5	

Mar 6, 2011 – Mar 12, 2011

Sun, Mar 6	
Mon, Mar 7	- Electrical Rough In - Prep Wall on Exterior Existing - Mechanical Rough In - Data Com Pre Cable
Tue, Mar 8	- Electrical Rough In Complete - Prep Exterior Walls Complete - Mechanical Rough In Complete - Call for Inspections - Data Com Pre Cable Complete
Wed, Mar 9	- Mechanical & Electrical Inspections - Start Interior Wall Insulation
Thu, Mar 10	- Interior Wall Insulation
Fri, Mar 11	- Interior Wall Insulation Complete - Load Sheetrock
Sat, Mar 12	

Mar 13, 2011 – Mar 19, 2011

Sun, Mar 13	
Mon, Mar 14	- Install Sheetrock
Tue, Mar 15	- Install Sheetrock
Wed, Mar 16	- Install Sheetrock
Thu, Mar 17	- Install Sheetrock
Fri, Mar 18	- Installation of Sheetrock Complete - Tape & Bedding
Sat, Mar 19	

Mar 20, 2011 – Mar 26, 2011

Sun, Mar 20	
Mon, Mar 21	- Tape & Bedding - Delivery of Interior Doors & Jambs
Tue, Mar 22	- Tape & Bedding - Delivery of Interior Hardware
Wed, Mar 23	- Tape & Bedding - Delivery of Cabinets & Tops
Thu, Mar 24	- Tape & Bedding
Fri, Mar 25	- Tape & Bedding Complete - Texture Walls
Sat, Mar 26	

Mar 27, 2011 – Apr 2, 2011

Sun, Mar 27	
Mon, Mar 28	- Paint Prime Coat on Walls - Start Prep Reception Tops
Tue, Mar 29	- Prime Coat Paint - Complete Prep Reception Tops - Start Installation Interior Doors
Wed, Mar 30	- Installation of Interior Doors - Start Counter Top Installation Reception
Thu, Mar 31	- Installation of Interior Doors - Counter Top Installation Reception - Install New Actuator Entry Door
Fri, Apr 1	- Installation of Interior Doors Complete - Counter Top Installation Reception Complete - Actuator Entry Door Complete - Start Floor Prep for Tile
Sat, Apr 2	

Apr 3, 2011 – Apr 9, 2011

Sun, Apr 3	
Mon, Apr 4	- Finish Coat Paint - Floor Prep
Tue, Apr 5	- Finish Coat Paint - Floor Prep Complete
Wed, Apr 6	- Finish Coat Paint Complete - Install Cabinets - Start Electrical Trim Out - Start Installation of Acoustical Ceilings
Thu, Apr 7	- Installation of Acoustical Ceilings - Start Installation of Interior Door Hardware - Electrical Trim Out - Complete Installation of Cabinets
Fri, Apr 8	- Installation of Interior Door Hardware - Acoustical Ceiling Installation - Electrical Trim Out - Start Plumbing Finish - Security Pre Wire
Sat, Apr 9	

Apr 10, 2011 – Apr 16, 2011

Sun, Apr 10	
Mon, Apr 11	- Install VCT in Bathrooms - Acoustical Ceiling Installation - Electrical Trim Out - Start HVAC Trim Out - Installation of Interior Door Hardware Complete - Plumbing Trim Out - Security Pre Wire
Tue, Apr 12	- Security Pre Wire Complete - Install VCT Bathrooms Complete - Acoustical Ceiling Installation Complete - Electrical Trim Out - HVAC Trim Out - Start Installation Bath Hardware - Plumbing Trim Out
Wed, Apr 13	- Install Glass in Reception - Electrical Trim Out - Plumbing Trim Out - HVAC Trim Out Complete - Fire Sprinkler Heads - Install Bath Hardware & Chair Rail
Thu, Apr 14	- Install Glass In Reception - Install Bath Hardware & Chair Rail - Fire Sprinkler Heads - Plumbing Trim Out - Install VCT In Lab & Exams - Electrical Trim Out
Fri, Apr 15	- Install Bath Hardware & Chair Rail Complete - Fire Sprinkler Heads Complete - Install Glass & Locks on Cabinets - Plumbing Trim Out Complete - Install VCT in Lab & Exams - Electrical Trim Out
Sat, Apr 16	

Apr 17, 2011 – Apr 23, 2011

Sun, Apr 17	
Mon, Apr 18	- Install VCT Lab & Exams - Start Finish Cleaning - Installation Glass & Locks on Cabinets - Electrical Trim Out Complete
Tue, Apr 19	- Installation of VCT in Lab & Exams Complete - Finish Cleaning - Installation Glass & Locks on Cabinets Complete
Wed, Apr 20	- Start Installation Carpet - Finish Cleaning - Test all HVAC, Electrical, Plumbing
Thu, Apr 21	- Install Carpet - Finish Cleaning
Fri, Apr 22	- Install Carpet & Base - Finish Cleaning
Sat, Apr 23	

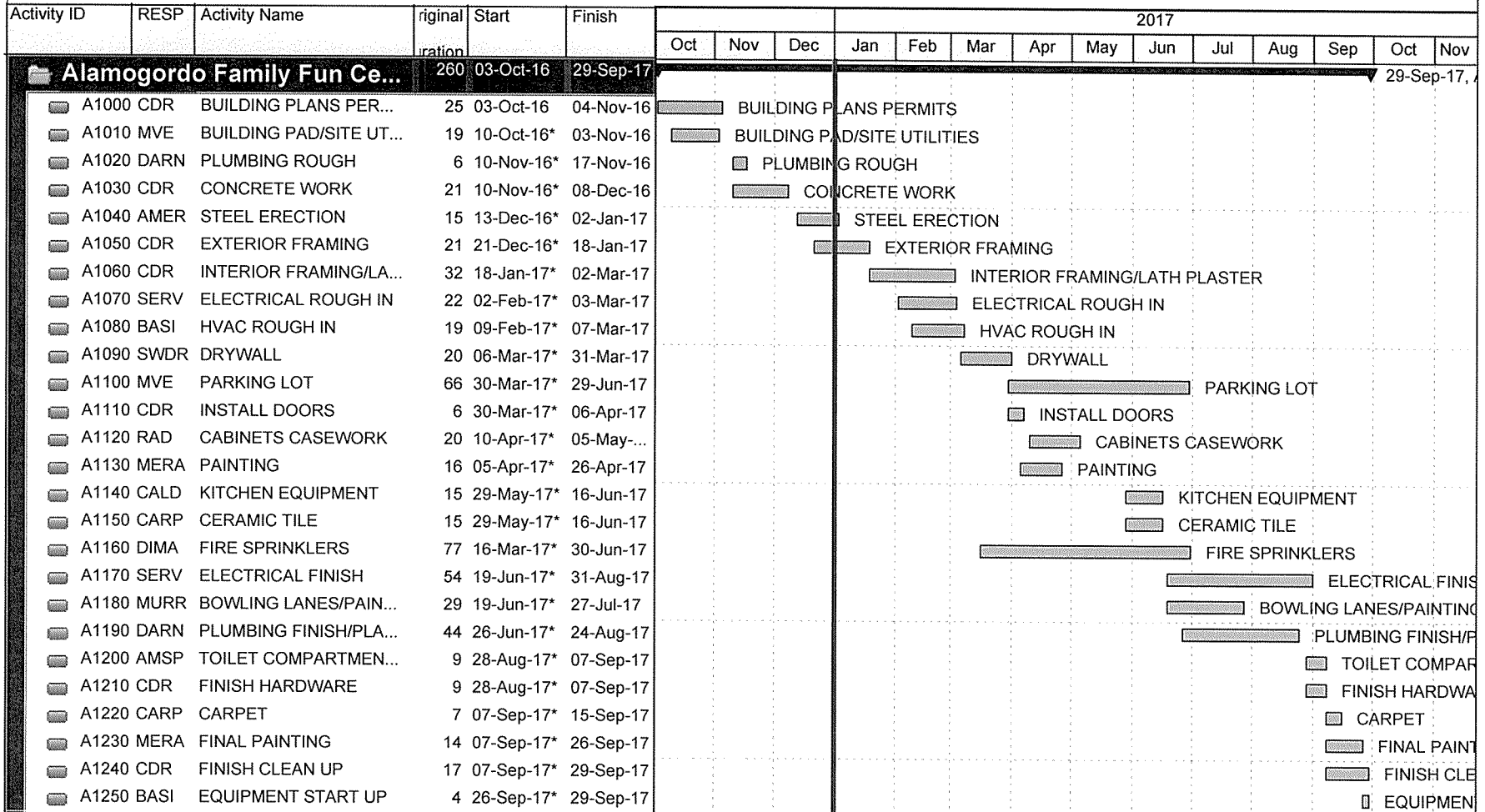
Apr 24, 2011 – Apr 30, 2011

Sun, Apr 24	
Mon, Apr 25	- Installation of Carpet & Base Complete - Finish Cleaning - Call for Final Inspection - Mechanical Test & Balance
Tue, Apr 26	- Owner Walk Through - Building Final - Mechanical Test & Balance Final - Finish Cleaning
Wed, Apr 27	- Punch List
Thu, Apr 28	- Punch List
Fri, Apr 29	- Punch List - Final Cleaning
Sat, Apr 30	

May 1, 2011 – May 7, 2011

Sun, May 1	
Mon, May 2	- Final Owner Walk Through
Tue, May 3	
Wed, May 4	
Thu, May 5	
Fri, May 6	
Sat, May 7	

Alamogordo Family Fun Center



Actual Level of Effort
 Remaining Work
 Actual Work
 Critical Remaini...

**LOT 4-A MESA VILLAGE UNIT 1 REPLAT A
SW1/4 SECTION 12, T16S, R9E, NMPM
ALAMOGORDO, OTERO COUNTY, NEW MEXICO
DECEMBER 2014**

ZONE C-3 - BUSINESS

1. THIS SURVEY WAS COORDINATED BY THE CITY OF ALAMOGORDO AND PERFORMED AND CERTIFIED BY THE LAND SURVEYOR LICENSED IN THE STATE WHERE THE PROPERTY IS LOCATED.

2. PROPERTY IS KNOWN AS LOT 4 - A MESA MAPS UNIT 1 REPLAT IN A, THE SM/1A SECTION 12, T1N, R37E, S34E, ALAMOGORDO COUNTY, NEW MEXICO, AS IDENTIFIED WITH AKNOW NO. R0235589 ON THE 1/4" MAPS OF THE OLTERO COUNTY RECORDS.

3. COURSES AND DISTANCES MEASURED BETWEEN FOUND MONUMENTS MATCH THOSE OF THE RECORDED PLAT OF MESA MAPS UNIT 1 REPLAT. A. BUT HAVE BEEN NOTED 000019.5 FEET ALONGSIDE THE 1/4" MAPS OF THE OLTERO COUNTY RECORDS.

4. UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON HW ONE-CALL DESIGN LOGS AND OBSERVABLE UTILITY FEATURES. IT IS POSSIBLE THAT THERE MAY BE BURIED UTILITIES OR OTHER UNRECORDED UTILITIES NOT SHOWN ON THE HW ONE-CALL DESIGN LOGS. THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE DETERMINED BY THE PROPERTY UTILITY COMPANIES AND NEW MEXICO ONE-CALL BEFORE ANY EXCAVATION IS TO BEGAIN. THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE DETERMINED BY THE PROPERTY UTILITY COMPANIES AND NEW MEXICO ONE-CALL BEFORE ANY EXCAVATION IS TO BEGAIN.

BASIS OF BEARING: N19°42'58"E
BETWEEN FOUND CITY OF ALAMOGORDO
CONTROL SURVEY MONUMENTS
"ALAMOIR" AND "DUKE 1994."
STATE PLANE GRID COORDINATES
NAD83 ZONE 3002 N C-ELEVATIONS
NAVD88
ALAMOIR: N 669,500.98
E 1,718,270.30 ELE 4157.97
DUKE: N 697,617.10
E 1,728,346.24 ELE 4367.68

ALL COURSES AND DISTANCES ARE
GROUND DISTANCES.

BY GRAPHIC PLOTTING AND SATELLITE IMAGE MAPPING, THIS PROPERTY WAS FOUND TO BE LOCATED WITHIN FLOOD ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE). THIS PROPERTY IS NOT LOCATED WITHIN FLOOD ZONE A (AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF 1 FOOT OR MORE). THE FLOOD INSURANCE RATE MAP COMMUNITY NO. 350045 PANEL 0340 SUFFIX D, MAP NUMBER 35033CS09400, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010 AND IS NOT BY A SPECIAL FLOOD HAZARD AREA.

1) SUBDIVISION PLAT BY ALAMOTERO LAND SURVEYING FILED
MAY 1, 2007, AS INSTRUMENT #200704627
OTERO COUNTY, NEW MEXICO

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK,
BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS

I, STEVEN J. SANDOVAL, A NEW MEXICO LICENSED SURVEYOR, NMPS 12351, CERTIFY TO THE CITY OF ALAMOGORDO AND THOSE WHO HAVE INTEREST IN THE SUBJECT PARCEL THAT THIS MAP OR PLAN AND THE BONA FIDE FIELD SURVEY ON WHICH IT IS BASED WAS PERFORMED BY ME AND WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

DATE _____

Imagery Date: 10/11/2013 32°56'14.22" N 105°58'27.18" W

INDEX

TECHNICAL SPECIFICATIONS

DIVISION 2- SITE WORK

- 02200 Earth Work- Have Soils Report. Building Pad will be Over Excavated 3ft with Structural Fill Placed on Pad
- 02100 Site Preparation- Parking Lot Sections will be 12" Compacted Fill with 6" Base Coarse on 2" of Hot Mix
- 02200 Earthwork- Pad will be Treated for Termites

DIVISION 3- CONCRETE

- 03200 Concrete Reinforcing- No. 5 Rebar in Footings, No. 3 Rebar 18" o/c both ways
- 03250 Concrete Accessories- 6 Mil Vapor Barrier, 2" Sand on top Vapor Barrier
- 03300 Cast-In-Place Concrete- 4000 PSI Concrete Mix Design Building
 - 3000 PSI Concrete Colored Stamped Entry Bldg
 - 3000 PSI Concrete Exterior Curb & Gutter & Sidewalks
 - 3000 PSI Header Curb Center Parking Areas
 - 3000 PSI Concrete Light Poles Parking Lot

DIVISION 4- MASONRY

- 04100 Mortar- Not less than 1800 PSI
 - Cement ASTM-C-150 Type 1
 - Lime ASTM Specification C-207
 - Sand to Meet ASTM Specifications
 - Mortar Joints 3/8" Thick Full Mortar Coverage Reinforcing
- 04150 Masonry Accessories- 1 Vertical in Each Direction of 3 Cells at all Corners
 - 1 Vertical in Each Direction of 2 Cells at end of all Discontinuous Wall Hung
 - 1 Vertical in Each of the 2 Cells Each Side of Control Joint
 - 1 Vertical in Each of the 4 Cells at Intersection of 2 Walls
 - Bearing Points of Roof Beams Under 1 Vertical in each 3 Cells Centered on the Beam No. 5 Rebar
 - Wire Reinforcing 16" o/c Vertically
- 04230 Reinforced Unit Masonry- Masonry Units Split Faced ASTM C-90 Type 1
 - Concrete Grout 2500 PSI at 28 Days

DIVISION 5- METALS

- 05100 Structural Steel Framing- Standard Structures will provide Final Plans
- 05200 Steel Joists- Standard Structures will Provide Final Plans
- 05400 Cold Formed Metal Framing- Hat Chanel on Exterior Walls for Plywood Interior of Exterior Wall for Drywall Insulation

DIVISION 6- WOOD & PLASTICS

- 06100 Rough Carpentry- Preservative Treated Wood Bar Area
Plywood for Exterior Wall Sheeting

DIVISION 7- MOISTURE PROTECTION

- 07210 Batt Insulation- Will be Vinyl Base R38 in Ceiling and R19 in Walls Provided by Standard Structures Spec on Final Plan
- 07500 Roofing System- Roof Will be P.B.R. Gauge 26 Polar White per Standard Structures Final Plans
- 07550 Roof Board
- 07600 Flashing and Sheet Metal- Flashing and Crickets, Gutters and Downs spouts per Standard Structures Final Plans

DIVISION 8- DOORS & WINDOWS

- 08100 Hollow Metal Doors and Windows
- 08200 Wood Doors- For Interior Doors Offices, Storage Room, Stained with Laquerre
- 08400 Aluminum Storefronts- US Aluminum Storefront Double Doors to Entrance
- 08450 Aluminum Doors- US Aluminum Doors to Patio Area
- 08350 Accordion Folding Doors- Divided Door Multipurpose Room
- 08710 Door Hardware- Panic Hardware
Exit Doors
- 08800 Glazing- PPG Industries or Cardinal

DIVISION 9- FINISHES

- 09250 Gypsum Drywall- 5/8 4 x 12 Sheetrock American Gypsum
Joint Compound USG All Purpose
- 09300 Tile- Ceramic Tile in Dining Room, Bathroom Floors 4' Wainscoting
On Bathroom Walls Dal Tile or Equal
Quarry Tile Floor in Kitchen and Bar Area
- 09500 Acoustical Ceiling Treatment- In Multipurpose Room, Office, Pro Shop, Baths
Vinyl PVC Acoustical Panels in Kitchen
- 09680 Carpeting- In Multipurpose Room, Game Areas 1 & 2, Dart Area
Electrical, Mechanical and Storage have Concrete Floors
- 09900 Painting- Sherwin Williams
Paint Ceilings Open to Deck Color is to be Black
Bathrooms Painted 2 Coats Semi-Gloss Paint & Primer
Interior Walls 2 Coats Semi-Gloss Paint & Primer
Metal Doors Primed with Metal Primer 2 Coats Paint
All Stained Casework to Receive 1 Coat Stain & 2 Coats Laquerre

DIVISION 10- SPECIALTIES

- 10150 Toilet Partition System- Scranton Products
Toilet Partitions in all Bathrooms
- 10260 Corner Guards- Wherever Necessary
- 10440 Identifying Devices- All Restrooms and Various Locations
- 10520 Fire-Fighting Specialties- Fire Extinguisher Cabinets

10670 Storage Shelving- Wire Shelving in Kitchen
10800 Toilet & Bath Specialties- Soap Dispenser
Paper Towel Holders
ADA Grab Bars
Sanitary Napkin Holders
Mirrors
Toilet Seat Covers
Toilet Paper Holders

DIVISION 11- EQUIPMENT

11400 Food Service Equipment- Ice Cuber (2)
Two Compartment Sink (2)
Three Compartment Sink (1)
Underbar Sink Units (3)
Hand Sink (7)
Mixer (1)
Reach In Freezer- (1)
Fryer (3)
Char Broiler (1)
Countertop Hotplate (1)
Equipment Stand Refrigerator Base (1)
Gas Cheese Melter (1)
Convection Oven (1)
Sandwich Sald Prep Refrigerator (1)
Conveyor Oven (1)
Wire Shelving (40)
Wire Shelving (24)
Work Table (6)
Reach In Display Refrigerator (1)
Walk in Freezer (3)

DIVISION 12- FURNISHINGS

(to be provided at a later date)

DIVISION 13- SPECIAL CONSTRUCTION

13030- Special Purpose Rooms- Bowling Alley Equipment Info

DIVISION 14- CONVEYING SYSTEMS

(Not Used)

DIVISION 15- MECHANICAL

15060 Hangers and Supports- Per Local Codes
15082 Plumbing Insulation- Fiberglass & Foam
15110 Valves- Brass Valves
15140 Domestic Water Piping- Copper Mains, Pex Branches

- 15150 Sanitary Waste and Vent Piping- PVC Piping & Fittings
- 15160 Storm Drainage Piping- PVC Piping & Fittings
 - Full Body Drains with Brass Scuppers
- 15255 Thermal Insulation HVAC System- Johns Mansville 1.5" Blanket Insulation
 - Johns Mansville Duct Liner
- 15410 Plumbing Fixtures- See Attached
- 15730 Packaged Air Conditioners- York Heating, Cooling Air Conditioning
- 15800 Air Distribution- Duct Work Air Flow
 - Fabrication Air Flow
 - Kitchen Hood Duct Work
 - Insulated Flexible Ducts Cody
 - Single Wall Spiral Duct
- Air Outlets & Inlets- Titus
- 15830 Exhaust Fans- Centrifugal Fans Broan
 - Upblast Centrifugal Roof Fans Cook Company
 - Combination Kitchen Hood Supply Exhaust Fans Captive Aire
- 15900 Controls for HVAC Thermostat- Honeywell TB 8220
- 15950 Testing, Adjusting, Balancing- Per Code
- 15960 Base Board Heaters- QMark

DIVISION 16- ELECTRICAL

- 16010 General Electrical Provisions
- 16110 Raceways, Boxes and Fittings
- 16120 Conductors, Wire & Cable
- 16133 Cabinets
- 16140 Wiring Devices and Plates
- 16141 Floor and Wall Boxes
- 16150 Motors
- 16155 Motor Starters
- 16160 Panelboards 250 Volt & 600 Volt
- 16170 Motor and Circuit Disconnects
- 16181 Fuses
- 16450 Grounding
- 16460 Transformers Dry Type
- 16500 Lighting Equipment Interior
- 16501 Lighting Equipment Exterior
- 16515 Lighting Control Systems
- 16660 Ground Fault Protection Systems
- 16700 Telecommunications Systems Cabling & Devices
- 16730 Wireless Access Points
- 16721 Fire Detection and Alarm
- 16900 Equipment Connections and Controls

AREA TABULATION SUMMARY

	SPACE REQUIRED	REQUIRED TOTAL ASF	PROPOSED TOTAL ASF
1.	BOWLING	-	
a.	LANES, SERVICE AISLE, BOWLER & SPECTATOR SEATING		15975
b.	PIN STORAGE, WORKROOM AND MAINTENANCE	-	858
2.	DINING & BAR	1500 - 1800	
a.	DINING	-	2232
b.	BAR	-	538
3.	FOOD SERVICE	1000 - 1200	
a.	KITCHEN, SERVICE, STORAGE, TOILET	-	2010
b.	BAR SERVICE AREA	-	448
4.	AMUSEMENT		
a.	GAME AREA 1	2500	3152
b.	GAME AREA 2	3500	3632
5.	MULTIPURPOSE ROOM	2000 - 2400	-
a.	ACTIVITY ROOM	-	2175
b.	STORAGE	-	155
6.	ADMINISTRATION		
a.	RECEPTION AREA		698
b.	RECEPTION STORAGE		87
c.	MANAGER, GENERAL OFFICE & STORAGE		357
7.	PRO SHOP		206
8.	SUPPORT	-	
a.	PATRON TOILETS & CUSTODIAL		1013
b.	LOCKERS/VENDING		269
9.	MECHANICAL, ELECTRICAL, COMMUNICATIONS		587
TOTAL USABLE AREA		-	34392
AUXILIARY AREAS CIRCULATION			3999
TOTAL USEABLE GROSS AREA			38391
TOTAL EXTERIOR WALL AREA			530
TOTAL BUILDING GROSS AREA			38921
TOTAL OUTDOOR PATIO AREA		1000	1200
TOTAL GROSS AREA			40121

ARCHITECTURAL, SITE, & INNOVATIONS NARRATIVE

Architectural:

The Alamogordo Family Entertainment Center's design intent is to create a facility for the City of Alamogordo and the surrounding area residents a place for family entertainment, and competitive bowling tournaments. The Family Entertainment Center has four main areas: bowling, dining and administration, games and multi-purpose room for different events. The building will be approximately 38,000 sqft. The entire building will meet ADA compliant standards. Construction of the building will entail, Earthwork to construct the building pad, per the soils report. The foundation plan includes column footings, perimeter footings, steel reinforcing details, granular fill for pad area, wire mesh reinforcing for concrete slab, termite pre-treat, and placement of anchor bolts for columns. The framing of the structure will be a steel super structure consisting of steel columns, steel I-beams, and steel roof purlins with a 26 gauge metal roof with vinyl backed R38 insulation installed below roof panels. Exterior wall framing to be metal studs, Exterior walls to have OSB board sheeting. Interior walls will be metal stud framing. In some locations interior wall framing will go to roof deck, ceiling is exposed and being painted black. Areas such as bathrooms, multipurpose room, office, and storage room will have metal joists and hard ceilings installed. The front of the building will consist of structural steel posts and I-beams for the construction of the turret, and metal stud framing of areas for installation of glass exterior. Doors to be hollow metal frames and steel doors, all ADA compliant. Front entry to be glass store front. Plumbing rough-in to accommodate fixtures, drains for floors, drains for roof area, large capacity water heater, and all necessary venting for a completed plumbing system. Electrical rough-in will accommodate all necessary receptacles in floor, ceilings, and walls for LED lighting, video monitors, projection screens, bowling machinery, kitchen equipment, site lighting, and security system for a complete electrical system. HVAC rough-in to accommodate eleven roof top units, spiral duct system, painted exhaust systems in kitchen and bowling machine areas, and bathrooms. Hood installed in kitchen over stove with Ansel system for a complete HVAC system. Building will have a fire alarm system with sprinkler system and controls to allow for notification to the fire station. Interior finish of the building will be sheetrock on exterior walls and interior walls. All interior doors are to be Timely door jambs with stained solid core doors. Toilet partitions in all bathrooms with necessary ADA hardware, toilet paper dispensers, soap dispensers, toilet paper dispensers, and trash receptacles, solid surface tops, and sinks. Ticket redemption area will display prizes. Bar areas will have solid surface tops with cabinets and casework to accommodate glass with LED lighting in bar and casework areas. Building will have exterior patio for dining with glass door to enter main building. All flooring to be ceramic tile in bathrooms on floor and walls. Hospitality Direct glue down carpet in remainder of building except for quarry tile floors in kitchen, and RFP panels on walls. All kitchen counter areas, sinks, appliances, and coolers are to be stainless steel. There will be a Glycol System for dispensing of beer. All casework will be stained with two coats of sealer. All walls will have one coat primer, and finish coat. Exterior will have landscaped areas consisting of gravel, plants and trees with a drip irrigation system to all trees and shrubs. The parking areas will have eighteen parking lot poles as well as exterior lighting on the building. Security cameras will also be installed on the exterior of the building. There will be 4 ADA parking spaces placed in the front of the entrance for easy access to the building. The entire parking lot will be ADA accessible, just like the interior of the facility. The overall goal is to provide a state of the art facility which is both esthetically pleasing, and functional to give the patrons the feel of a Las Vegas type environment, both visual and audio, and traffic flow patterns that will allow the maximum exposure of the video gaming areas to the patrons.

Bowling Area:

The Family Center has 24 bowling lanes with many visual lighting schemes for younger people as well as standard lighting for bowling leagues and other bowling sponsored events. A locker facility and a separate toilet is provided and located adjacent to the bowling lanes.

Games:

The two game areas will have billiard area, large arcade area, and an area for other entertainment features i.e. darts, laser tag, or other amenities selected by the operator. The arcade area will provide the latest in arcade games and L.E.D lighting that will provide a visual experience for the patrons.

Dining and Administration:

This area has a restaurant that offers fine dining as well as casual dining with a full service bar. An outdoor patio is located adjacent to the restaurant will offer a view of the mountains in the warmer months. The eating and bar area will have video monitors for the viewing of sporting events as well as games that can be played at the tables. The kitchen is located with easy access to the restaurant, bar and bowling area and direct service access from outside for deliveries.

The administration consist of manager's office, general office, reception counter and storages. The reception counter is located with direct visual and access to all interior spaces.

Pro Shop:

A Pro Shop is also located in this area with direct access from the reception counter.

Multi-Purpose Room:

This room is located on the west side of the building for privacy, and direct exit to the parking area. The room will have folding partition so that it can be divided up into smaller spaces as needed.

Exterior:

The design intent of the exterior elevations of the building is to make the facility looks like an entertainment venue, not just a bowling alley. This will make this a one of a kind facility in the southern New Mexico area. The exterior finish materials include stucco, CMU, storefront glazing, and stucco finish parapet molding.

Interior:

The interior of the facility will provide a strong sense of entertainment and excitement for the patrons. The interior plan layout of the spaces create an open design that gives direct visibility and easy access between public spaces and controlled access to the management, kitchen and storage room. The activity areas are connected by a wide circulation path both for safety and access. Each activity area shall have its own unique elements but tied to the overall scheme of the interior design. Features to control sound, and provide comfort will be installed in the facility. Each interior spaces and circulation path shall be well lit to meet the function of the space. For safety, adequate exits door and hardware that meets building code requirements are provided for each area.

SITE DESIGN NARRATIVE

Site:

1. The building is positioned on the site to respect existing contours, to minimize earthwork, to enhance storm water surface drainage to the arroyo, and to minimize the construction of accessibility ramps.
2. The grading of sidewalks will meet accessibility standards.
3. Trash collection areas are located for easy access and will be screened with a rock fence. Trucks accessing trash collection areas will be provided a clear, straight means of collection to promote safety, cleanliness, and reduce the possibility of property damage.
4. Our site landscaping shall be native plants and materials - drought tolerant that is native to the south west. Landscaped areas will consist of gravel, plants and trees with a drip irrigation system to all trees and shrubs. Plans shall meet local codes and ordinances.
5. For safety and security reasons, we provided wall mounted light fixtures on exterior walls and eighteen pole light fixtures in the parking area and the width of the parking aisle allows an approved fire department fire lane around the building. All exterior lighting fixtures shall meet the night sky ordinance standard.

Our intent is to achieve the maximum number of parking spaces as well as make the site aesthetically pleasing. We have incorporated parking areas located in the center of the front of the building that allow for landscape areas with trees and groundcover as well as lighting for these areas. There will be a sidewalk along Mesa Village Drive with a landscape area allowing for trees and groundcover along with lighting. Our parking lot will join the parking lot for the Aviator Ten Theater as well as a landscape area on the south and west side of the parking lot for trees groundcover and lighting. We have located four regular parking and four ADA parking spaces on the front of the building for easy access for disabled people. Overall, we believe our site design greatly complements our building design to maximize, space, and safety.

STRUCTURAL DESIGN NARRATIVE

The structural design for this project will entail a concrete slab-on-ground foundation to support the perimeter walls. This foundation may require supplemental drilled piers for the wall loads dependent upon the results of the soils engineer's report. The interior of the building is expected to be supported on a slab-on-ground foundation with possible stiffening beams, again based on the results of the soils report.

The walls are expected to be CMU block around the perimeter. These blocks will attach to the foundation via embedded weld plates and panel to panel near the top with embedded weld plates, as well. The walls can be extended above the roof line to create a parapet with scuppers as secondary roof drainage.

The roof framing is expected to be steel joist girders and steel bar joist supporting steel roof deck. The roof is expected to have slope toward drainage at $\frac{1}{4}$ inch per foot. The roof is expected to have primary drainage piped to subgrade drainage below and secondary drainage to roof scuppers above the roof line and/or slope to walls flush with the roof line for free drainage at one side of the building.

As an alternative to the tilt-up concrete panel walls, the walls can be designed with steel columns and beams and steel wall purlins for wind resistance. This is a client-based value decision, but either option can be designed to be structurally sound. If the steel column/beam/purlin alternative is chosen, the exterior can be clad with stucco.

MECHANICAL AND PLUMBING NARRATIVE

The purpose of this narrative is to recap the design approach in order to assist the owner/reviewer in analyzing the proposed mechanical design for this facility. The scope of this project is to construct a new Family Entertainment Center with a bowling alley, full service kitchen, bar, multi-purpose room, amusement area with laser tag, amusement area with video arcade, restrooms, office and storage areas. The individual systems will be elaborated upon in respective sections below.

References

The new mechanical system design will adhere to the following codes and standards to ensure safe and proper installation of the system:

- 2012 New Mexico Mechanical Code, includes 2012 Uniform Mechanical Code
- 2012 New Mexico Plumbing Code, includes 2102 Uniform Plumbing Code
- 2009 New Mexico Energy Conservation Code
- 2009 International Building Code
- National Fire Protection Association; NFPA 13, NFPA 101, as applicable.
- American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE); Standards 15, 55, 62 and 90.1.
- Americans with Disabilities Act (ADA)

DESIGN CRITERIA:

Design Conditions

Climatic:

- Location: Alamogordo, New Mexico
- Elevation: 4,336 feet above sea level
- Climate Zone 3B
- Winter 99% Design Dry-bulb: 20° F
- Summer 1% Design Dry-bulb/Wet-bulb: 100 °F/64 ° F

HVAC SYSTEMS AND AIR DISTRIBUTION-GENERAL DISCUSSION:

HVAC System Designs Solution:

The proposed building is approximately 40, 000 S.F. The bowling lanes cover approximately (no air distribution will be required over the actual lane area). The proposed HVAC system shall be high efficiency roof top package units dx electric cool, gas heat and will be provided with standalone programmable thermostats. Rooftop units will be microprocessor based for possible energy management system integration. This system is suitable for the facility primarily for the following reasons: 1.) A common system, 2.) Cost effective installation, 3.) Ease of operation and maintenance, 4) long service life. The building is too small to make a central plant with a chiller and a boiler cost effective. The roof top units will provide fresh air and will have economizers per code for free cooling. The system should have a service life of 15-25 years.

Zoning

The various areas of the building will be zoned by utilizing separate roof top package units as follows: 1.) The game room will have a dedicated roof top unit, 2.) The dining room will have a dedicated roof top unit, 3.) The billiards room will have a dedicated roof top unit, 4.) The counter and common area will have a dedicated roof top unit, 5.) The bowler seating area and lane approach area will have a dedicated roof top unit, 6.) The pin setter area will have a dedicated roof top unit, 7.) The office will have a dedicated roof top unit, 8.) The two private rooms share a roof top unit and, 9) The kitchen will have a dedicated roof top unit. The kitchen will additionally have a commercial ventilation system for cooking area including exhaust fan(s) and make-up air fan(s) for the kitchen hood along with NFPA approved Ansul system. IT data rooms shall be provided with dedicated ductless split systems for cooling.

Duct distribution:

The building is anticipated to have no ceilings in the majority of the space. It is proposed to use internally insulated spiral ducts in the open ceiling areas. In areas with traditional ceilings sheet metal ductwork with ductwrap insulation will be used. These areas will also have insulated ducted return air system.

Controls:

The (rooftop units will be provided with stand-alone programmable thermostats. The rooftop units will come internally wired with microprocessor based controls so that any future connection to a building energy management system can be implemented. This system could then be connected to a City of Alamogordo approved energy management software system.)

The Building's mechanical components will utilize a basic computer-based energy management and automatic temperature control system. The new roof top units and other HVAC systems will be controlled and monitored through the energy management control system (EMCS). This includes remote monitoring and alarming of building equipment, temperature and pressure relationships where needed. This stand-alone EMCS will permit implementation of the most energy conservative strategies for the mechanical systems.

DESIGN INNOVATIONS

A possible alternate HVAC system may be a VRF type system energy recovery ventilation system. This system has a more expensive first cost and is new in the Alamogordo area. After team selection plans and costs are further developed if the budgets permits, then a VRF system can be further explored.

Ventilation for the VRF system will be provided in accordance with ASHRAE 62.1 – 2007 using ventilation rate procedure. Ventilation air will be provided by multiple packaged Energy Recovery Ventilator (ERV) units located on the roof of the building. The ERV unit will use the general building return/relief air to pre-heat and cool the incoming outside air using a cross flow air to air heat exchanger. The ventilation air will be ducted to the space or room.

PLUMBING-GENERAL DISCUSSION

Introduction

The systems shall meet all applicable codes and regulations of the State of New Mexico requirements.

PLUMBING SYSTEMS:

The plumbing system will include:

- Sanitary drain system and vent systems
- Primary & Secondary Roof drain systems
- Domestic cold water system
- Domestic hot water system
- Domestic hot water recirculation system

- Natural gas piping system
- Plumbing fixtures

Sanitary Sewer Drain & Vent System

The drain, waste and vent system shall be for conventional restroom waste and area drainage as required for the project. Materials shall be schedule 40 PVC with solvent welded joints.

Plumbing fixtures shall be standard commercial vitreous china with low consumption flush valves for water conservation. Waterless urinals shall be considered for the restroom renovations pending owner's approval. Lavatories shall be wall or counter mounted as indicated by the architect, urinals shall be wall mounted and water closets shall be wall or floor mounted as required by the owner.

Floor drains with trap protection are provided in all public toilet rooms. Mechanical equipment rooms are provided with floor sinks and each room will have as a minimum, one general floor drain. Trap protection is included at all infrequently used drains.

The kitchen will require a grease trap sized per code as needed and will also include all grease waste & vent piping.

Roof Drain System

A piped primary & secondary drainage system where not accomplished with down spouts will be provided.

Domestic Cold Water, Domestic Hot Water and Domestic Hot Water Recirculation System

Domestic cold water will be extended from a new water meter/service entry.

Domestic hot water will be by gas fired high efficiency water heaters and boilers. The use of hot water recirculation will be needed to meet code requirements as several sinks are far from the water heaters. Additional water heater may be required at kitchen depending on quantity of fixtures and dish washing capabilities.

Natural Gas System

A new natural gas meter/ service line will be required for the facility. The gas company shall (provide the service line and locate gas meter on property). Low pressure gas lines shall be routed (from this meter location) to all gas fired HVAC equipment, water heaters and the kitchen appliances.

Fire Sprinkler Service

A new 6" fire sprinkler service main shall be provided from City water utilities via a new fire sprinkler backflow.

Building Fire Sprinkler System

The entire building shall be fully sprinkled from the new fire riser/service described in the paragraph above. One to two branch risers shall be required for the entire building area.

Most areas shall be light hazard occupancies with the bowlers lane areas requiring ordinary hazard group 1 protection.

Fire Hydrants

Based on final building location and proximity of existing public fire hydrants; the need for additional public or private fire hydrants can be determined.

**Alamogordo Family Entertainment Center Project
Request for Proposals**

ELECTRICAL NARRATIVE

The purpose of this narrative is to recap the design approach in order to assist the owner/reviewer in analyzing the proposed mechanical design for this facility. The scope of this project is to construct a new Family Entertainment Center with a bowling alley, full service kitchen, bar, multi-purpose room, amusement area with laser tag, amusement area with video arcade, restrooms, office and storage areas. The individual systems will be elaborated upon in respective sections below.

CODES AND STANDARDS:

The electrical design and installation shall comply with the following codes and standards:

- National Fire Protection Association (NFPA) Codes: NFPA 70 (National Electrical Code), 72,101.
- 2014 New Mexico Electrical Code (NEC 2014).
- 2009 International Building Code.
- 2009 Uniform Fire Code (UFC).
- 2010 Illuminating Engineering Society of North America (IESNA) Handbook.
- Uniform Federal Accessibility Standards (UFAS).
- New Mexico Night Skies Protection Act.
- International Energy Conservation Code (IECC 2006).
- Americans with Disabilities Act (ADA)

ELECTRICAL DISTRIBUTION –

The service voltage for the entire building will be 480Y277V, 3 phase, 4 wire via a new pad mount transformer. The utility company will provide underground service to their new pad mount transformer. Metering will be as required by the utility.

The building will have a single point of service with a main panel and main breaker. The main breaker is expected to be no larger than 1200 AMPS. HVAC units and lighting is expected to be fed at 277/480V with panels throughout the building as appropriate. The 120/208V panels will be fed from the 480V panels via dry type transformers. The 120/208V panels will be throughout the building as needed. It's expected that there will be dedicated panels in the kitchen, in the pin setter area, in the video arcade area and for the balance of the bowling equipment.

The dry type transformers will have to comply with the new 2016 government efficiency standards. TP-1 Transformers are obsolete as of 12-13-2015.

The electrical installation will use copper and aluminum wiring. Aluminum wiring will be limited to circuits over 100AMPS. All other wiring will be copper.

The design criteria will require dedicate neutrals for all 277V and 120V circuits. Shared neutrals and breaker handle ties will not be permitted. This will eliminate one circuit killing power to another circuit.

All general purpose receptacles shall be 20 AMP.

Conduits underground shall be PVC. Conduits above ground shall be EMT. Because of the proposal that the building will have areas with open ceilings the use of MC cable will be limited. All open areas shall have EMT conduits. MC cable will be limited to areas with traditional ceilings.

EXTERIOR LIGHTING

Exterior lighting shall consist of soffit lights, building mounted lights and pole mounted lights. Light levels on the sides other than the front will average between 0.5 and 1.0 foot candles. The front entry of the building will have a minimum of 2.0 foot-candles. The majority of the parking lot, shall have 1.0 – 2.0 foot candles with the perimeter having 0.5-1.0 foot candles. The price and efficiencies of LED lighting makes it suitable for the soffit and building lighting. The cost of LED lighting for the poles is still more expensive than metal halide with the payback still in the 7-10 year range. At the time of final design we will evaluate the cost of LED versus Metal Halide and make a cost analysis. It is even possible to bid LED pole lighting as an alternate. The building and parking lot light levels will be reduced after closing to save energy.

It is expected that there will be Pylon signage and building mounted signage.

INTERIOR LIGHTING

The interior lighting will be varied. Ranging from recessed 2 x 4, strips, pendants, wall scones, exposed cans, recessed cans. The use of ultra violet strip lights will also be needed for midnight bowling.

The majority of the interior light fixtures will be LED. At this time, it is proposed to use T5 fluorescent strip fixtures over the bowling lanes.

Pendant fixtures will be used over the billiard tables and over the tables in the dining room. Areas with traditional ceilings, LED fixtures will be used; either 1x4, 2x4 or recessed cans. In areas with no ceilings, linear surface fixtures and round surface fixtures will be used.

The control of the lighting will have to comply with the energy code that is in effect at the time of permitting. If New Mexico adopts the 2012 IECC by the time of design, then that more stringent code will be used. At a minimum the building will use occupancy sensors, dual level switching and dimming. Each unique control area will have local control of lighting. The common area and bowling lane lights will be controlled from the control counter.

To support midnight bowling the use of Ultra violet lights will be used over the lanes, and in the ball return area and the bowler sitting area.

FIRE ALARM

The building will require a fire alarm system. Since the building will be fully sprinkled heat and smoke detectors are only required in HVAC units over 2,000 CFM and at the location of the fire alarm panels. The building will have horns and strobes throughout. Fire Alarm pull stations will be installed per code at strategic locations, not necessarily at all exits. It is expected that the final occupancy of the building will be greater than 1,000 people. If so, a voice evacuation system will be required.

The fire alarm panel will be addressable with battery back-up as required. Fire Alarm wiring will be plenum rated wiring, not installed in conduit.

VOICE AND DATA WIRING

The design documents will provide a horizontal backbone of conduits and wiring for voice and data wiring. The project will also include telephone backboards, data racks, patch panels and CAT 6 cabling from voice and data outlets in conduits stubbed up the walls. All electronics, servers, switches, PBX, UPS, software, programming, training, computers, phones, etc. are excluded from the contract.

PUBLIC ADDRESS SYSTEMS

Public address systems in facilities like the Alamogordo Family Entertainment Center are common. If it is determined to be necessary by the city and the operator, then PA speakers will be installed in the necessary areas with a microphone at the control counter as well as being connected to the phone system. So that phones could be used for paging.

ACCESS CONTROL

It is not anticipated that the facility will need an access control system. If it is deemed necessary then we will coordinate with the City, the Operator, the Architect and the hardware specialist to incorporate the access control.

CCTV

It would seem necessary to have a CCTV system for the interior and exterior of the facility. The project budget will dictate the level of CCTV possible. If the budget permits we would propose color, fixed lens IP based CCTV cameras with digital recording. The system should be Windows based with a large monitor at the control desk. Exterior camera shall be at the front and in the parking lot.

INNOVATIVE DESIGN

To heighten the entertainment appeal it is proposed to add color changing LED lighting to the front of the building. The lighting may be LED strips, LED spot lights and LED wall grazers.

DESIGN INNOVATIONS NARRATIVE

The project is designed to promote both energy efficiency, construction efficiency, and incorporates certain sustainable design principles in the facility. The building will be designed with environmentally friendly materials that limits impacts on the environment and patrons' health by limiting sources of indoor and outdoor contamination access into the building. We have incorporated a front entry which is unique with the turret concept using storefront glass, the storefront glass will provide visibility into the center, and will show the excitement happening inside to attract people passing by. We will provide 18 free-standing lighting at the building and in the parking areas for nighttime site use as well as exterior lighting on the building. There will be security cameras on the exterior of the building for added security measures. The patio area will also have a large storefront glass area that will allow for views from the inside of the building, and will help captivate people and pull them in. The video screens and led lighting in the bowling alley and arcade area will allow for unique and dramatic lighting as well as vibrant colors, consisting of the newest ideas and up-to-date features. Generous circulation, high ceilings, and openness to the surrounding activities is key. There will be static-control carpeting and slip resistant tile throughout the facility for safety. The featured activities will include bowling in both conventional and special glow bowling formats. There will be a bar and lounge area, billiards, a dart board area, karaoke room, restaurant and dining. There will also be a state of the art arcade providing several games and activities for both the parents and the children to interact and have fun. There will be redemption tickets, and a prize booth. The reception counter will provide a central point of welcome, information, and orientation for the patrons. There will be lockers provided for the convenience of the patrons who bring their own bowling equipment. Our equipment will be state of the art and the center will display the attributes of a first class professional operation. The design plan reflects a bowling center that gives a sense of energy and excitement, and will enhance the quality of life for the community. Features that are being offered include a mix of activities that will respond to the interest of the market, and that in turn will generate improved operating revenues.

Alamogordo Family Entertainment Center Project
Request for Proposals

KITCHEN / RESTAURANT / BAR DESIGN NARRATIVE

Like a cherry on a sundae, food completes the guests' experience at a family entertainment center. You cannot host events without great quality foods. Foods and concepts will be developed by Chef Moses Chun with over 12 experience overseeing business development and operations in the hospitality industry. Excellent customer service is paramount to the Family Entertainment Center's success, and this is something Moses Chun understands, and has mastered. Quality food materials are being supplied by Performance, and Sysco Food Distribution Company. With these quality distributors, and amazing flavors being created by Chef Moses, this family entertainment center will bring a new and exciting feel for Alamogordo, and is sure to be a top pick for places to eat.

Customers expect a more sophisticated décor these days, no matter what they are doing. This is why we have come up with a modern, cool restaurant design, along with a comfortable sports bar, the center will be the new happening place. The facility will be equipped with big screen projector TV's along with big screen HDTV's throughout the facility to view all your favorite sports games and events simultaneously. The bar will be equipped with various cold beer tap systems as well as to serve various cocktails and alcoholic beverages while eating your favorite finger foods, and visiting with your friends and family. Along with sports bar and restaurant the center will expand with an outside patio areas for those who enjoy the natural dining setting outside overlooking the Sacramento Mountains, while enjoying a fabulous meal.

Lunch Menu

11am - 3pm

Starters

Fried Mozzarella - \$8

100% Wisconsin mozzarella cheese lightly coated in seasoned panko, served with homemade marinara.

Sweet Potato Fries - \$6

garnished with a medley of diced Roma tomatoes, garlic, basil, crumbled parmesan cheese, and herbs.

Charred Chicken Quesadillas - \$9

Tender pieces of chicken, mushrooms, peppers, sautéed onions smothered in Monterey Jack. Served with Pico de Gallo, sour cream, and guacamole.

Garlic & Parmesan Fries - \$6

Our house fries topped with a flavorful combination of garlic, freshly grated parmesan cheese and Italian parsley.

Fire Toasted Bruschetta - \$9

Vine-ripened Roma tomatoes, diced garlic, basil, freshly grated parmesan cheese, and aromatic herbs atop crispy baguette slices.

The Flight of Rings - \$10

A massive tower of beer-battered onion rings served with chipotle mayonnaise, creamy ranch and BBQ sauce.

Crispy Large Party Wings - \$9

Crispy chicken wings served with your choice of bleu cheese or creamy ranch dipping sauce.

Choose From:

Sweet Asian Chili | Orange Chicken | Honey Mustard | Smoky BBQ | Pineapple Teriyaki | Sweet and spicy | Buffalo | Honey BBQ | Sesame | Nude | Spicy | Insane

XLanes Nachos - \$7 | Add Chicken/Beef - \$3

A mountain of freshly fried corn tortillas topped with pico de gallo, jalapenos, XLanes signature cheese sauce.

Salad

The Classic Caesar - Starter \$6 | Entree \$10

Crisp romaine hearts tossed in our homemade Caesar dressing with garlic infused croutons and shaved parmesan cheese.

XLanes' House Salad - Starter \$5 | Entree \$9

Mixed greens, julienned tomatoes, red onions, crisp cucumbers, baby spinach and freshly shaved parmesan cheese tossed in our house vinaigrette.

The Grilled Chicken Cobb - \$10

Chopped romaine lettuce tossed with chargrilled chicken strips, hard-boiled eggs, guacamole, cherry tomatoes, smoked bacon, red onions, fresh cucumbers, bleu cheese crumble, herbed croutons and creamy bleu cheese.

The Citrus Greek Salad - \$10

A classic combination of cherry tomatoes, chopped garlic, oregano, feta cheese, kosher salt, seasoned cucumbers, Kalamata olives, capers, red onions, banana and red peppers on a bed of mixed baby greens

Roasted Beets Salad - \$10

A medley of romaine hearts and mixed greens tossed with juicy pears, candied walnuts, gorgonzola cheese, red onions, cherry tomatoes, balsamic reduction, and honey raspberry drizzle.

Candied Walnut Pear Salad - \$10

A massive tower of beer-battered onion rings served with chipotle mayonnaise, creamy ranch and BBQ sauce.

Mixed Caprese Salad - \$10

A medley of mixed greens and baby arugula tossed in a citrus balsamic drizzle, shaved parmesan, tomatoes, mozzarella cheese, basil, freshly cracked black pepper and kosher salt to taste.

Burgers & Sandwiches

The Char-Grilled Chicken Sandwich - \$8

A juicy, char grilled rosemary, lemon-herbed chicken breast topped with melted provolone cheese, romaine lettuce, and red onions on ciabatta.

The Crispy Chicken Parmesan - \$9

Panko-breaded chicken breast smothered in homemade marinara, finished with melted provolone and served on ciabatta bread.

The Classic Cheeseburger - \$9

A classic cheeseburger topped with romaine lettuce, red onions, sliced tomatoes, American cheese and pickles.

Grilled Chicken Club - \$10

Herb marinated chicken breast, grilled and topped with bacon, guacamole, melted provolone cheese, lettuce, tomato and mayonnaise on grilled ciabatta bread.

The Original Hamburger - \$8

A classic burger topped with romaine lettuce, red onions, sliced tomatoes, and pickles.

The Californian Club - \$10

Roasted turkey breast and Applewood smoked bacon stacked with lettuce, sliced tomatoes, and guacamole on ciabatta bread.

Entrées & Pastas

Chicken Tenders - \$9

Three crispy chicken tenders over a bed of seasoned fries.

Pan Seared White Fish - \$10

Herb seasoned and seared white fish with a buttery lemon sauce served with sauteed vegetables.

Chicken Marsala - \$10

Seared chicken breast cutlets with a mushroom Marsala sauce served with garlic mashed potatoes.

Street Chicken Tacos - \$8

Two deliciously marinated chicken, onion salsa, fresh cilantro, hint of lemon, and chipotle spicy sauce served with rice and beans.

Chicken Piccata - \$10

Seared chicken breast slivers in a delicate lemon, caper, and butter sauce served with sautéed spinach.

Creamy Basil Pesto - \$10 | Add Grilled Chicken -\$3/Grilled Shrimp - \$6

Linguini pasta served with mushrooms, smothered in our delicious homemade pesto with a hint of cream for a richer flavor.

Fettuccine Alfredo - \$9 | Add Grilled Chicken - \$3/Grilled Shrimp - \$6

Classic fettuccine cream sauce with an aromatic twist. Served with Italian parsley and freshly grated parmesan cheese.

Spaghetti Bolognese - \$10

Sicilian spaghetti tossed in our classic meat.

Drunken Chipotle Chicken Fettuccine - \$10

Tender strips of marinated chicken, sautéed julienned peppers, mushrooms onions and cilantro, smothered in a creamy adobo chipotle sauce with just a hint of tequila.

Fresh Pizzas

The Classic Margherita

Personal 10" - \$10
 Large 16" - \$19
 Gluten free 10" - \$11

A true classic Italian pie thinly layered with seasoned ricotta, garlic, basil, sliced tomatoes, mozzarella, grated parmesan cheese, alongside the perfect blend of extra virgin olive oil and herb seasoning.

Panko Chicken Parmigiana

Personal 10" - \$10
 Large - 16" - \$18
 Gluten free 10" - \$11

Breaded chicken breast strips, roasted garlic, homemade marinara, grated parmesan cheese, and provolone cheese.

The Total Package

Personal 10" - \$10
 Large 16" - \$21
 Gluten free 10" - \$11

Pepperoni, Italian sausage, Canadian bacon, Virginia ham, red onions, green peppers, mushrooms, and black olives perfectly packaged with fresh mozzarella cheese.

The Carnivore

Personal 10" - \$10
 Large 16" - \$22
 Gluten free 10" - \$11

This beastly pie is topped with pepperoni, Italian sausage, ham, Canadian bacon, salami, meatballs, and charred chicken.

Southwest BBQ Chicken

Personal 10" - \$10
 Large 16" - \$18
 Gluten free 10" - \$11

Charred chicken, Canadian bacon, caramelized onions, and fresh cilantro with our homemade BBQ sauce and mozzarella cheese.

The Dragon's Breath

Personal 10" - \$10
 Large 16" - \$21
 Gluten free 10" - \$11

Our signature challenge pie, now available for those who dare to take on the challenge. A flavorful base bacon, roasted habaneros, Canadian bacon, sausage and ghost chilies to really give it a fiery kick.

Philly Cheesesteak

Personal 10" - \$10
 Large 16" - \$21
 Gluten free 10" - \$11

Thinly sliced rib eye steak, sautéed bell peppers and caramelized onions smothered in provolone cheese.

Wicked Buffalo Chicken

Personal 10" - \$10
 Large 16" - \$18
 Gluten free 10" - \$11

Chunks of roasted tender dark meat, sharp cheddar cheese, crumbled bleu cheese with fresh mozzarella, tangy buffalo sauce, and ranch drizzle.

The veggilicious

Personal 10" - \$10
 Large 16" - \$24
 Gluten free 10" - \$11

Truly for the veggie lover in all of us. Fresh mushrooms, red onions, green pepper, black olives, sliced tomatoes, fresh spinach, artichokes, EVOO, and salt/pepper.

Hawaiian Aloha

Personal 10" - \$10

Large 16" - \$19

Gluten free 10" - \$11

Oven roasted ham, crispy Canadian bacon, pineapple chunks, and fresh mozzarella cheese.

Recent Posts

"This place is really well put together. I mainly go for the pool hall, the tables and cues are in excellent condition, but the bowling and arcade are fun as well. This place also gets super packed like anywhere in la on weekends. If you're a local, follow the LA guidelines and go during the week."

Jefery Yelp

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Dress Code

Hours

Faq

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Late Night Menu

Sun-Wed 10pm-11:00pm | Thurs 11pm-Midnight | Fri/Sat 11am-1:00am

Starters

Fried Mozzarella - \$8

100% Wisconsin mozzarella cheese lightly coated in seasoned panko, served with homemade marinara.

Sweet Potato Fries - \$8

Delectable sweet potato fries seasoned to perfection, served with a creamy ranch dressing.

Seasoned Fries - \$6

A generous portion of our fries with a hint of Old Bay and Salt & Pepper to taste.

Fried Calamari - \$10

Crispy calamari garnished with a medley of diced Roma tomatoes, garlic, basil, crumbled parmesan cheese, and herbs.

Charred Chicken Quesadillas - \$9

Tender pieces of chicken, mushrooms, peppers, sautéed onions smothered in Monterey Jack. Served with Pico de Gallo, sour cream, and guacamole.

Garlic & Parmesan Fries - \$8 | Add XLanes signature cheese sauce \$2 | Add crispy bacon chips \$2

Our house fries topped with a flavorful combination of garlic, freshly grated parmesan cheese and Italian parsley.

Fire Toasted Bruschetta - \$9

Roasted red and yellow heirloom tomatoes, diced garlic, basil, freshly grated parmesan cheese, and aromatic herbs atop crispy baguette slices.

The Flight of Rings - \$10

A massive tower of beer-battered onion rings served with chipotle mayonnaise, creamy ranch and BBQ sauce.

Crispy Large Party Wings - \$9

Crispy chicken wings served with your choice of bleu cheese or creamy ranch dipping sauce.

Choose From:

Sweet Asian Chili | Honey Mustard | Smoky BBQ | Pineapple Teriyaki | Sweet and spicy | Buffalo | Honey BBQ | Sesame | Nude | Spicy | Insane

XLanes Nachos - \$9 | Add Chicken/Beef -\$3 | Add Shrimp 6

A mountain of freshly fried corn tortillas topped with pico de gallo, jalapenos, XLanes signature cheese sauce.

Southwest Eggrolls - \$8

Grilled white meat chicken, corn, black beans, cilantro, and monterey jack/cheddar cheese served with chipotle mayo.

Mini Broche Sliders - \$9

3 Angus sliders with American cheese on buttery mini brioche buns served with crisp fries. For BBQ sliders add \$2

Buffalo Chicken Eggrolls - \$10

Diced char-grilled chicken, onions, carrots, celery, cream cheese, and buffalo sauce served with ranch or bleu cheese.

Shredded Chicken Enchiladas - \$9

Choice of sweet red or verde green sauce, queso fresco, pickled onions, and fresh cilantro.

Burgers & Sandwiches

The Boss - \$15

Two juicy patties, a double layer of American cheese, garnished with Romaine lettuce, red onions, tomatoes, smoked bacon, and a mound of crisp onion straws.

The Classic Cheesesteak - \$12

Thinly sliced tender beef strips with sauteed mushrooms, onion, and bell peppers with melted provolone, mayo, and a hint of worcestershire.

The Classic Cheeseburger - \$9

A classic cheeseburger topped with romaine lettuce, red onions, sliced tomatoes, American cheese and pickles.

XLanes Meatball Sandwich - \$11

Homemade beef/pork meat ball smothered in homemade marinara and melted provolone and parmesan.

Char-grilled Chicken Sandwich - \$12

A juicy, char grilled rosemary and lemon herbed chicken breast, topped with melted provolone cheese, romaine lettuce, sliced tomatoes, red onions, and mayo.

The Californian Club - \$11

Roasted turkey breast and Applewood smoked bacon stacked with lettuce, sliced tomatoes, and guacamole on chiabatta bread.

Rush Hour

Mon - Fri 5pm - 8pm | Mon - Wed 10pm - 11:30pm | Thurs 11pm - 12:30am

Ridiculous \$6 Menu

Nachos
2 Mini Brioche Sliders
Onion Rings
Stuffed Chicken Burrito
2 Piece Chicken Tenders
Mozzarella Sticks
3 Street Chicken Tacos
Buffalo Chicken Eggrolls - New!

chicken wings
garlic fries
southwest eggrolls - ONLY \$4!
10" southwest bbq chicken
10" pick-a-topping
10" hawaiian aloha
Enchiladas Suizas - New!
Enchiladas Rojas Mexicanas - New!

Fresh Pizzas

The Classic Margherita

Personal 10" - \$12
Large 16" - \$21
Gluten free 10" - \$13.50

A true classic Italian pie thinly layered with seasoned ricotta, garlic, basil, sliced tomatoes, mozzarella, grated parmesan cheese, alongside the perfect blend of extra virgin olive oil and herb seasoning.

Panko Chicken Parmigiana

Personal 10" - \$12
Large - 16" - \$21
Gluten free 10" - \$13.50

Breaded chicken breast strips, roasted garlic, homemade marinara, grated parmesan cheese, and provolone cheese.

The Total Package

Personal 10" - \$12
Large 16" - \$24
Gluten free 10" - \$13.50

Pepperoni, Italian sausage, Canadian bacon, Virginia ham, red onions, green peppers, mushrooms, and black olives perfectly packaged with fresh mozzarella cheese.

The Carnivore

Personal 10" - \$13
Large 16" - \$25
Gluten free 10" - \$14.50

This beastly pie is topped with pepperoni, Italian sausage, ham, Canadian bacon, salami, meatballs, and charred chicken.

Southwest BBQ Chicken

Personal 10" - \$10
Large 16" - \$21
Gluten free 10" - \$11.50

Charred chicken, Canadian bacon, caramelized onions, and fresh cilantro with our homemade BBQ sauce and mozzarella cheese.

The Dragon's Breath

Personal 10" - \$13
Large 16" - \$25
Gluten free 10" - \$14.50

Our signature challenge pie, now available for those who dare to take on the challenge. A flavorful base bacon, roasted habaneros, Canadian bacon, sausage and ghost chillies to really give it a fiery kick.

Philly Cheesesteak

Personal 10" - \$13
Large 16" - \$24
Gluten free 10" - \$14.50

Thinly sliced rib eye steak, sautéed bell peppers and caramelized onions smothered in provolone cheese.

Wicked Buffalo Chicken

Personal 10" - \$10
Large 16" - \$21
Gluten free 10" - \$11.50

Chunks of roasted tender dark meat, sharp cheddar cheese, crumbled bleu cheese with fresh mozzarella, tangy buffalo sauce, and ranch drizzle.

The Veggielicious

Personal 10" - \$13
Large 16" - \$24
Gluten free 10" - \$14.50

Truly for the veggie lover in all of us. Fresh mushrooms, red onions, green pepper, black olives, sliced tomatoes, fresh spinach, artichokes, EVOO, and salt/pepper.

Chicken Alfredo

Personal 10" - \$13
Large 16" - \$21
Gluten free 10" - \$14.50

Fired grilled slices of white meat chicken, sautéed mushrooms, and seasoned broccoli prepared in our homemade Alfredo white sauce and parmesan and mozzarella cheese.

Pizza Bianca

Personal 10" - \$13
Large 16" - \$21
Gluten free 10" - \$14.50

Our version of the classic white pizza with seasoned Ricotta cheese, Alfredo white sauce, parmesan and mozzarella cheese, and a blend of Italian herbed seasoning.

Hawaiian Aloha

Personal 10" - \$12
Large 16" - \$23
Gluten free 10" - \$13.50

Oven roasted ham, crispy Canadian bacon, pineapple chunks, and fresh mozzarella cheese.

Recent Posts	Share with Others	Resources
"This place is really well put together. I mainly go for the pool hall, the tables and cues are in excellent condition, but the bowling and arcade are fun as well. This place also gets super packed like anywhere in la on weekends. If you're a local, follow the LA guidelines and go during the week." Jefery Yelp	Be a fan on Facebook Check in Follow us on Twitter	Location Dress Code Hours FAQ

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Bar

Beer

On Tap

Angel City (Seasonal)
 Angry Orchard
 Blue Moon
 Bud Light
 Coors Light
 Dos Equis
 Firestone Walker 805
 Golden Road Hefeweizen
 Guinness
 Hoegaarden
 Lagunitas IPA
 Modelo Especial
 Pabst Blue Ribbon
 Samuel Adams (Seasonal)
 Sapporo
 Sculpin IPA
 Stella Artois
 Stone IPA

Bottle

Amstel Light
 Budweiser
 Corona Extra
 Heineken
 Negra Modelo
 Newcastle
 Red Stripe

New Beer Lineup

Old Chub (Nitro)
 Karl Strauss Red Trolley
 Bear Republic Racers 5
 Stone Saison Du Buff
 Avery Ellie Brown
 Stone Arrogant Bastard
 Smog City Little Bo's Pilsner
 Speakeasy Suds Session Ale
 Dales Pale
 Mother Earth Blonde
 Firestone Easy Jack
 Deschutes Mirror Pond
 Sculpin Grapefruit
 Iron Triangle Ale
 Evans Pollination
 Gordon Biersch Marzen

Wine

Red

One Hope Cabernet
 Alegoria Malbec
 A by Acacia Pinot Noir

White

One Hope Chardonnay
 BV Moscato
 Sterling Sauvignon Blanc

Sparkling Wine

Chandon Brut
 Chandon Brut Split

Signature Cocktail

The Princess Peach
 Raspberry Lemondrop
 The Irish Mule
 Maple Old Fashioned
 The Dude
 The Sandbagger
 Citrus Mule
 The Mixology

Liquor

Cazadores Blanco
 Cazadores Reposado
 Bacardi Superior
 Bacardi Limón
 Bacardi Pineapple
 Tanqueray
 Hendrick's
 Bombay Sapphire
 Ciroc | Ketel OneBulleit
 Bulleit Rye
 FireBall
 Jameson
 Jack Daniel's
 Jim Beam
 Seagram's 7

Recent Posts

"This place is really well put together. I mainly go for the pool hall, the tables and cues are in excellent condition, but the bowling and arcade are fun as well. This place also gets super packed like anywhere in la on weekends. If you're a local, follow the LA guidelines and go during the week."

Jefery Yelp

Share with Others

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Resources

Location

Dress Code

Hours

FAQ

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BUILDING OVERVIEW

The Alamogordo Family Entertainment Center's design intent is to create a facility for the City of Alamogordo and the surrounding area residents a place for family entertainment, and competitive bowling tournaments. The Family Entertainment Center has four main areas: bowling, dining and administration, games and multi-purpose room for different events. The building will be approximately 38,000 sqft. The entire building will meet ADA compliant standards. Construction of the building will entail, Earthwork to construct the building pad, per the soils report. The foundation plan includes column footings, perimeter footings, steel reinforcing details, granular fill for pad area, wire mesh reinforcing for concrete slab, termite pre-treat, and placement of anchor bolts for columns. The framing of the structure will be a steel super structure consisting of steel columns, steel I-beams, and steel roof purlins with a 26 gauge metal roof with vinyl backed R38 insulation installed below roof panels. Exterior wall framing to be metal studs, Exterior walls to have OSB board sheeting. Interior walls will be metal stud framing. In some locations interior wall framing will go to roof deck, ceiling is exposed and being painted black. Areas such as bathrooms, multipurpose room, office, and storage room will have metal joists and hard ceilings installed. The front of the building will consist of structural steel posts and I-beams for the construction of the turret, and metal stud framing of areas for installation of glass exterior. Doors to be hollow metal frames and steel doors, all ADA compliant. Front entry to be glass store front. Plumbing rough-in to accommodate fixtures, drains for floors, drains for roof area, large capacity water heater, and all necessary venting for a completed plumbing system. Electrical rough-in will accommodate all necessary receptacles in floor, ceilings, and walls for LED lighting, video monitors, projection screens, bowling machinery, kitchen equipment, site lighting, and security system for a complete electrical system. HVAC rough-in to accommodate eleven roof top units, spiral duct system, painted exhaust systems in kitchen and bowling machine areas, and bathrooms. Hood installed in kitchen over stove with Ansel system for a complete HVAC system. Building will have a fire alarm system with sprinkler system and controls to allow for notification to the fire station. Interior finish of the building will be sheetrock on exterior walls and interior walls. All interior doors are to be Timely door jambs with stained solid core doors. Toilet partitions in all bathrooms with necessary ADA hardware, toilet paper dispensers, soap dispensers, toilet paper dispensers, and trash receptacles, solid surface tops, and sinks. Ticket redemption area will display prizes. Bar areas will have solid surface tops with cabinets and casework to accommodate glass with LED lighting in bar and casework areas. Building will have exterior patio for dining with glass door to enter main building. All flooring to be ceramic tile in bathrooms on floor and walls. Hospitality Direct glue down carpet in remainder of building except for quarry tile floors in kitchen, and RFP panels on walls. All kitchen counter areas, sinks, appliances, and coolers are to be stainless steel. There will be a Glycol System for dispensing of beer. All casework will be stained with two coats of sealer. All walls will have one coat primer, and finish coat. Exterior will have landscaped areas consisting of gravel, plants and trees with a drip irrigation system to all trees and shrubs. The parking areas will have eighteen parking lot poles as well as exterior lighting on the building. Security cameras will also be installed on the exterior of the building. There will be 4 ADA parking spaces placed in the front of the entrance for easy access to the building. The entire parking lot will be ADA accessible, just like the interior of the facility. The overall goal is to provide a state of the art facility which is both esthetically pleasing, and functional to give the patrons the feel of a Las Vegas type environment, both visual and audio, and traffic flow patterns that will allow the maximum exposure of the video gaming areas to the patrons.

Alamogordo Family Entertainment Center Project
Request for Proposals

BOWLING / AMUSEMENT DESIGN NARRATIVE

The development team led by Mr. Jay Chun and Moses Chun has created a unique concept setting for the new family entertainment center to be located in the City of Alamogordo, New Mexico. Development team wanted to create a center that will utilize the facility in its max potential without losing any key elements required by the City of Alamogordo.

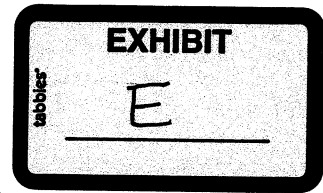
Design was to attract drivers to the building with main façade with excitement. Establish state of the art 24 lane bowling facility provide by Murrey Bowling, whom has long history of experiences in bowling manufacturing. Establish a large family arcade center utilizing various arcade vendors across the country for the latest games available, where you can enjoy fun and fast paced excitement and conquer your favorite games of skill to collect redemption tickets for exciting prizes. Betson Amusement Company will be the main vendor providing the games throughout the facility, they are the leading distributor of amusement and vending equipment, with over 80 years of experience. Billiard area equipped with professional Brunswick pool tables that blend superior craftsmanship with advanced technology to deliver tables of enduring beauty as well as unsurpassed playability. The karaoke room will be equipped with state of the art sound equipment, and visuals. Dart room will be provided for those dart gamers who can play across the world through internet network. The goal of the Development team is to create a one stop shop for all family amusement needs.

Facility will be equipped with main restroom are near the restaurant bar and billiards as well as additional restroom area for arcade and bowling area. Main office will be located in the back of the building for administrative work. There will be additional storage room and maintenance room for bowling mechanic team at the back of the building behind bowling area. Sports bar, billiards, darts and karaoke room is located along one side to differentiate adult crowd vs families with children. Facility will be open to all customers but we expect children and families to be more in the bowling and arcade area.

Facility will be an open concept to give customers a big facility feel with many exciting LED and laser lights. Enjoy the sounds from arcade games to sports games. This will be a facility for resident and people looking forward to gather, enjoy, relax and have fun. Facility will be equipped with many things to see, great smell of foods, sounds of fun and enjoyment, and not to mention great friendly service provided by the entertainment center.

AIA Document A141™ - 2014

Standard Form of Agreement Between Owner and Design-Builder



ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

ELECTRONIC COPYING of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« City of Alamogordo » a New Mexico municipal corporation »
« 1376 E 9th Street »
« Alamogordo, NM 88310 »
« »

and the Design-Builder:
(Name, legal status, address and other information)

« TBD » « »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« Alamogordo Family Fun Center »
« »
« Alamogordo, NM 88310 »

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the

requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

«

This Agreement is based on the Owner's Criteria generally addressed in the (a) Owner's Request for Qualifications and Statement of Interest (RFQ/RSOI), and related Addenda: (b) Design/Build Request for Proposals (RFP), and related Addenda; and Design-Builder's Responses to the RFQ/RSOI, dated _____, 2015, and RFP, dated _____, 2015, each of which are hereby expressly incorporated by reference.

»

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

«See Attachment A - Owner's Design Requirements (with exterior to comply with restrictive covenants).»

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

« »

1.1.5 Consultation and Value Engineering 1.1.5.1 The Design-Builder shall provide consultation throughout the Design Phases, including, but not limited to the furnishing of Value Engineering Services to identify cost effective changes in the Owner's Criteria that will result in reducing the Contract Sum without impairing essential functions or characteristics. The object of the Value Engineering is to achieve optimum value for each construction dollar spent and keep the time of completion and cost of the Work within the time and fiscal constraints set forth throughout the Contract Documents. In cooperation with the Owner, the Design-Builder shall:

1.1.5.2 The Owner shall participate in the formulation and evaluation of alternatives in the Value Engineering activity.

« »

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

«

The budget, hereafter referred to as the Target Guaranteed Maximum Price ("TGMP"), is Five Million Nine Hundred Thousand Dollars (\$5,900,000.00), which includes all necessary engineering (civil, mechanical, structural, electrical, plumbing and other engineering services as required), surveying, architectural, landscape architectural, geotechnical, and other professional services necessary for the timely and proper construction of the Project (collectively, the "Professional Design Services"), plus the cost of constructing the Project.

Deleted:

Deleted: § 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

Deleted: (Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

»

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

« »

.2 Submission of Design-Builder Proposal:

« »

.3 Phased completion dates:

« »

.4 Substantial Completion date:

« »

.5 Other milestone dates:

« »

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

« »

.2 Consultants

« »

.3 Contractors

« »

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

« »

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

« »

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

« »

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [« »] Arbitration pursuant to Section 14.4
[« »] Litigation in a court of competent jurisdiction
[« »] Other: (Specify)

« »

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the

Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means all the Professional Design Services, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder necessary for a fully functional and operating facility, as well as the necessary design and construction the provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents. Work includes, but is not limited to, the Pre-Construction Phase Services, Design Services, the GMP proposal, the Construction Phase Services, and any Additional Services and other services required. The term "reasonably inferable" takes into consideration the understanding of the parties that not every detail will be shown on the Drawings and included in the Specifications.

Deleted: The term "Work" means the design.

Deleted: Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

Deleted: Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

Deleted:

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.8.1 Design-Builder acknowledges that Owner shall rely on Design-Builder for the proper design, construction and completion of the Work, and that Owner has the right to rely on Design-Builder. Subject to its right to reasonably rely on the accuracy of information provided by Owner, Design-Builder shall be solely responsible for the proper Design and Scheduling of the Work, and Owner's acceptance or approval of a Schedule or other submittal provided by Design-Builder shall not be deemed to operate as a waiver or bar to any rights or claims Owner may thereafter have against Design-Builder in the event Owner subsequently discovers a deficiency in such Schedule, the design drawings, or other submittals.

§ 1.4.8.2 Design-Builder will be responsible for interfacing and coordinating with Owner and consultants employed by Owner ("Owner's Consultants"), as well as any other governmental agencies, if any, exercising regulatory authority in connection with the project's design and construction, utility providers, and others, so that all will have sufficient information, lead-time, reminders and guidance from Design-Builder to facilitate the timely progress of the Work consistent with the Schedule.

§ 1.4.8.3 Design-Builder warrants that it shall at all times comply with all federal, state, county and local statutes, rules, regulations, ordinances, requirements, executive orders, judicial decisions, the American with Disabilities Act, and other legislative or executive or judicial requirements (collectively, "Laws"), applicable to the Work including, but not limited to those pertaining to building permits, occupational health, safety, building codes, construction standards, licensing, storm water, solid wastes, hazardous wastes, grading, air pollution, water pollution, waste disposal, oils, petroleum, native plants, archeological ruins, human remains, cultural resources, land use, historic preservation, endangered or threatened species, navigable waters, waters of the United States and tributaries thereof,

dry washes, and all other Laws applicable to the Work. Design-Builder shall incorporate this provision in all subcontracts and hereby assumes responsibility for the compliance of its Subcontractors with said Laws.

§ 1.4.8.4 All of Design-Builder's agreements (each a "Subcontract", collectively "Subcontracts") with engineers, architects, other design professionals and consultants, Subcontractors, suppliers, materialmen, and other vendors (each a "Contractor" or "Subcontractor" as context warrants and collectively "Subcontractor") shall: (a) be in writing; (b) state that the Owner is an intended third party beneficiary of the agreement, without liability for benefits received; (c) incorporate the terms of this Agreement; (d) bind and obligate the person or entity to Design-Builder as Design-Builder is bound and obligated to Owner; (e) be contingently assigned to and assumable by Owner, as addressed elsewhere in this Agreement, at Owner's option in the event this Agreement is terminated; (f) contain the Subcontractor's express consent to such assignment; (g) expressly provide that Owner is the obligee of all warranties given by Subcontractor; and (h) contain any additional provision required by this Agreement. Each agreement between Design-Builder and a Subcontractor shall require that the Subcontract include the provisions of this paragraph in its sub-subcontracts. Owner shall have the right to receive copies of all agreements with Subcontractors, and sub-subcontractors, upon demand to verify compliance with the requirements of this Section.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." It is understood by Design-Builder that the Owner is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records Act, Section 14-2-1 through 14-2-12 NMSA 1978. Unless an exemption under the New Mexico Inspection of Public Records Act applies, all or substantially all documents and things generated in connection with performance of the Work is subject to public review and disclosure.

Deleted:

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

« »

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Rate

« »

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

« » c/c « »

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, within ten (10) days after execution of this Agreement, shall prepare and submit for the Owner's review and approval a schedule for the Work which demonstrates, at a minimum, the sequencing, timing, and interaction of all significant activities, and all material milestones, including timing of design and permitting, procurement and installation of equipment so as to result in accomplishment of Substantial Completion and Final Completion by the applicable dates provided for elsewhere in this Agreement. The Schedule shall utilize programming and sequencing software and methodology sufficient to demonstrate the critical path and other sequencing, early and late start, early and late completion, and other dates and milestones necessary to show the orderly progress of the Work. From the date of commencement until the date of Final Completion, Design-Builder shall meet with the Owner every week (or more often if requested by Owner or Design-Builder) to review the

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Deleted: information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

progress of the Work. In advance of each such meeting, Design-Builder shall provide Owner a written status report identifying whether the Work is on schedule in accordance with the Schedule or whether there are anticipated or potential delays to any critical path elements in the construction of the Work (in which event Design-builder shall provide an analysis thereof). Unless the delay is approved by Owner as an Excusable Delay as defined elsewhere herein, then Design-Builder shall take all actions at its expense, including working overtime and hiring additional personnel, to comply with such Schedule. If Owner approves the delay as an Excusable Delay, the Schedule shall be modified to the extent mutually agreed upon by Owner and Design-Builder. Except with respect to Owner furnished equipment, Design-Builder shall be solely responsible for ensuring that all Work is timed, sequenced, coordinated, and supervised so as to result in Substantial Completion and Final Completion by the dates established in this Agreement.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The

Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, ~~Design-Builder shall indemnify, defend and hold harmless the Owner, its employees, managers, and elected officials ("Indemnitees") from and against all liability, claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, expert witness fees and other consulting fees, to the extent such claims, damages, loss or expense arise out of, relate to, or result from, the negligence, recklessness, or intentional wrongful misconduct in the performance of the services for the Project by Design-Builder, its employees, Architect, a Consultant, a subDesign-Builder, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification provision is not intended to provide indemnification to the Owner for its own negligence, recklessness, or intentional wrongful misconduct.~~

Deleted: the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

Deleted: they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

Deleted: Owner for cause, pursuant to Sections 13.1.4 or 13.2.2,

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

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§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

Design-Builder understands and agrees that nothing in this Agreement obligates Owner expressly or impliedly, to enter into the Design-Build Amendment with Design-Builder. Proceeding with the actual construction of the improvements contemplated herein, and/or the execution of the Design-Build Amendment to Design-Builder are conditions subsequent requiring the Owner's express, written approval. Nothing in this Agreement is intended to confer, Benefit, or vest, expressly or impliedly, any right or entitlement onto Design-Builder with respect to the construction of any, some or all of the improvements which are included in the design documents and related services provided by Design-Builder preceding receipt, acceptance and execution of a Design-Build Amendment.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques,

sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate

contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.2.1 Accurate Change Order Pricing Information: Design-Builder agrees that it is responsible for submitting accurate cost and pricing data to support any Lump Sum Change and/or Cost Plus Change Order Proposals or other contract price adjustments under the contract. Design-Builder further agrees to submit Change Order proposals with cost and pricing data, which is accurate, complete, current and in accordance with the terms of the contract with respect to pricing of Change Orders.

§ 6.2.2 Right to Verify Change Order Pricing Information: Design-Builder agrees that any designated Owner's representative will have the right to examine the Design-Builder's records to verify the accuracy and appropriateness of the pricing data used to price change proposals. If the Change Order Proposal has been approved by Owner and Design-Builder, Design-Builder and Owner agree that if later it is determined by Owner and Design-Builder that the cost and pricing data submitted was inaccurate, incomplete or not current, then an appropriate Contract Sum adjustment will be made; provided however, that with respect to any Owner approved Change Order(s) any adjustment(s) will be limited to Design-Builder self-performed Work, general conditions, and fee, and not to material suppliers and subcontractors who have submitted hard numbers that were included in said approved Change Order(s), it being understood that Design-Builder will at all times use its best efforts to negotiate competitive market prices.

§ 6.2.3 Requirements for Detailed Change Order Pricing Information: Design-Builder agrees to provide and require all subcontractor to provide a breakdown of allowable labor and labor burden cost information as outlined in this Article. This information will be used to evaluate the potential cost of labor and labor burden related to Change Order Work. It is intended that this information represent an accurate estimate of Design-Builder's actual labor and labor burden cost components. This information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order Work. The accuracy of any such agreed upon labor cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or ~~authorization; provided however, that those matters (e.g. change orders, change directives, etc.) having fiscal implications may be subject to prior approval of the City Manager and/or City Commission, as a condition precedent to both entitlement and payment to Design-Builder. The Owner's Representatives will cooperate with Design-Builder in identifying such matters, but proceeding with such matters requiring such prior approvals is at Design-Builder's exclusive risk, without recourse, should the matter(s) later be rejected or unilaterally "approved as revised" by the City Manager and/or City Commission.~~

Deleted: authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or ~~to implement rights under this Agreement.~~ Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

Deleted: enforce mechanic's lien rights.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

~~§ 7.2.2: provided however, that as and to the extent such documents and things exist, (a) the inadvertent failure of the Owner to provide same to Design-Builder shall not be the basis of any claim(s) by Design-Builder for additional compensation or time; and, (b) if so furnished, Owner does not warrant or represent, expressly or impliedly, either the provenance or accuracy thereof, and any reliance thereon shall be at Design-Builder's own risk. The Owner shall provide, to the extent under the Owner's possession and control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing~~

Deleted: 7.2.2

Deleted: site.

physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control; if same exist and are within Owner's possession and control, and subject to the enjoinder in the prior sentence.

Deleted: control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 ~~Design-Builder shall~~ furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations. Design-Builder acknowledges and understands that the "Topographic and Utility Location Survey dated December 18 2014" previously furnished by Owner to Design-Builder is provided by Owner and subject to the disclaimer and enjoinder(s) set forth in § 7.2.2 above.

Deleted: Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Deleted: Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder,

Deleted: the Design-Builder. In such event, the Design-Builder shall specify the services required. Such

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, and which demonstrably affect the

| Substantial Completion Date, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above ground remains uncured.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner may, at its exclusive option, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

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§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment

shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.8.7 Occupancy by Owner shall not be deemed to constitute a waiver of existing claims by Owner or Design-Builder.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- § 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Design-Build Documents, or any defects in such Work, and damages arising therefrom and/or associated therewith; or
 - .3 terms of any warranties required by the Design-Build Documents or law; or
 - .4 any breaches of contract arising out of, or in connection with, the design, engineering and construction of the Work, which manifest themselves within the applicable statutes of limitation including, without limitation, latent defects; or
 - .5 any other significant items that Design-Builder failed to complete due to failure of Design-Builder to comply with all Laws; or
 - .6 third party claims, whether or not covered by insurance, as well as claims for indemnification and contribution.

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§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

Deleted: § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Design-Builder hereby irrevocably assigns to Owner the exclusive ownership of the property rights, as well as copyrights, of all documents, drawings, specifications, electronic data, budgets, and information (hereinafter collectively "Documents") prepared, provided or procured by the Design-Builder, its Architect/Engineer(s), Subcontractors and consultants for this Project.

§ 12.2 Design-Builder agrees, for itself and on behalf of its Architect/Engineer(s), consultants, Subcontractors and others who have created, prepared, or otherwise provided Documents, that the Owner shall obtain ownership of the copyright of all Documents generated in connection with, and arising out of, the subject Project.

Owner's acquisition of the copyrights for all Documents shall be subject to the making of payments to Design-Builder for performance of the Work as set forth elsewhere in this Agreement.

§ 12.3 Owner shall have the right to use, reproduce, and make derivative works of the Design-Build Documents for use in connection with this Project for purposes of maintenance, renovations, remodeling and related improvements.

§ 12.4 Design-Builder shall obtain from its Architect/Engineer(s), Subcontractors and consultants property rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement.

§ 12.5 Design-Builder shall provide Owner all Project related documents in an electronic format AutoCAD and PDF. Delivery of these documents shall be submitted to Owner monthly by the Design Builder within three (3) business days of Design Builders receipt of payment by Owner for prior months services rendered.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and documented expenses incurred in the interruption and resumption of the Design-Builder's Work during the suspension period. The Design-Builder's time to complete the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for documented expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Deleted: Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

Deleted: § 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the

Deleted:

Deleted: § 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

Deleted: Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction ... [1]

Deleted: § 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The ... [2]

Deleted: § 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Ow ... [3]

Deleted: any

Deleted: Work. The Design-Builder's compensation for, and time to complete,

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§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with any documented expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

Deleted: Reimbursable Expenses then due and any other

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

Deleted: .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for (i) the Work executed in accordance with the Contract Documents prior to the effective date of termination; (ii) the direct, actual and unavoidable (by exercising reasonable care) costs incurred by Design-Builder in terminating the Work, including, by way of illustration, Design-Builder's documented demobilization costs, the cost of canceling Subcontracts and purchase orders, not assumed by Owner, the value of any appliances, facilities, machinery, tools referenced not previously paid by Owner to Design-Builder as reimbursable costs of the Work, and other such out of pocket costs incurred by Design-Builder to third parties with respect to termination of this Agreement. Owner shall not be responsible for any damages other than those expressly provided for in this Subparagraph, including, but not limited to, lost profits on remaining Work unperformed by Design-Builder. The amounts owing by Owner to Design-Builder pursuant to this Subparagraph shall be as specified in Design-Builder's Final Application for Payment approved by Owner, provided however that rates paid to Design-Builder on account of profit and overhead incurred by Subcontractor and vendors shall not exceed the rates for profit and overhead payable to Design-Builder as provided for elsewhere in the Contract Documents. Notwithstanding the termination by Design-Builder, Design-Builder's responsibilities and liabilities arising from all Work performed up to the date of termination shall survive and be enforceable against Design-Builder as if there had not been a termination of this Agreement.

Deleted: payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient.

Deleted: Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for documented increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include an equitable adjustment for profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders; immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Design-Builder in connection with the performance of the Contract and Contract Documents, and take such action as may be necessary or as the Owner may direct for protection and preservation of the Work relating to the Agreement; and
- .5 deliver all plans, Drawings, and Specifications in Design-Builder's possession, and other necessary information to the Owner.

Deleted: orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for: (i) the Work executed in accordance with the Contract Documents prior to the effective date of

Deleted: Owner's

Deleted: for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on

termination: (ii) the direct, actual and unavoidable (by exercising reasonable care) costs incurred by Design-Builder in terminating the Work, including, by way of illustration, Design-Builder's documented demobilization costs, the cost of canceling Subcontracts and purchase orders, not assumed by Owner, the value of any appliances, facilities, machinery, tools not previously paid by Owner to Design-Builder as reimbursable costs of the Work, and other such out of pocket costs incurred by Design-Builder to third parties with respect to termination of this Agreement for convenience. Owner shall not be responsible for any damages other than those expressly provided in this Subparagraph, including, but not limited to, lost profits on remaining Work unperformed by Design-Builder. The amounts owing by Owner to Design-Builder pursuant to this Subparagraph shall be as specified in Design-Builder's Final Application for Payment approved by Owner, provided however that rates paid to Design-Builder on account of profit and overhead incurred by Subcontractors and vendors shall not exceed the rates for profit and overhead payable to Design-Builder as provided for elsewhere in the Contract Documents. Notwithstanding the termination for convenience, Design-Builder's responsibilities and liabilities arising from all Work performed up to the date of termination shall survive and be enforceable against Design-Builder as if there had not been a termination of this Agreement.

§ 13.2.4.4 All obligations of the Design-Builder under the Agreement with respect to completed Work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by the Design-Builder prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Design-Builder shall be without prejudice to any claims or legal remedies that the Owner may have against the Design-Builder for any cause.

§ 13.2.4.5 If the Owner terminates the Design-Builder for cause and it is later determined by a Court, or other arbiter with proper authority that the termination was not justified, then in such event, such termination for cause shall automatically be converted to a termination for convenience consistent with this Article 13.2.4 and subparts.

Deleted: not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable New Mexico law.

Deleted: law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given along with all supporting documentation as a condition precedent to asserting a Claim. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Except as provided for in 14.1.6.3 below, Design-Builder shall not otherwise be entitled to a claim for additional time due to weather delays unless such delay is a result of precipitation (rain or excessive wind) exceeding the NOAA average for the period in question for the geographic area of the Project and such delay directly and materially impacts the critical path of the Project.

Deleted: given.

§ 14.1.6.2. Design-Builder's sole remedy for any: (i) delay in the commencement, Prosecution, or completion of the Work; (ii) hindrance or obstruction in performance of the Work; (iii) loss or productivity; or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be a non-compensable extension of the Contract Time in which to complete the Work. Design-Builder may only recover actual direct costs for delays arising solely from active interference by the Owner as set forth in §14.1.6.3 and .4 below, unless otherwise provided for in this Agreement. The Owner shall grant Design-Builder extensions of time for critical path delays that cause Design-Builder to be delayed in completing the Work and have not been caused, in whole or in part, by the Design-Builder. The parties agree that extensions to the Contract Time and/or increases in Design-Builder's General Conditions shall only be granted where the delay affects the critical path of the Work for the Project. The Contract Time shall be extended only to the extent that that the effect of the events on the critical path cannot be eliminated or reduced by Design-Builder's re-sequencing of Work or other measures that do not increase the Cost of the Work. Design-Builder shall use reasonable efforts to remove, relieve and /or minimize the effect of any delay, whether caused by any event of Force Majeure or other causes. Design-Builder shall compare the critical path of the Project Schedule to the actual critical path of the Work, and identify the specific impact of the event causing the delay. Design-Builder shall submit to Owner a written time impact analysis illustrating the influence of the event causing the critical path delay to the date of Substantial Completion as supported by the Project Schedule as required by this Contract. This time impact analysis shall include a fragmentary network (network analysis) demonstrating how the Design-Builder proposes to incorporate the delay into the Project Schedule. The time impact analysis shall demonstrate the time impact based on the date of the delay in time. An extension of time to complete the Work shall be determined by the Owner provided that the Design-Builder provides the Owner with notice, in writing, of the cause of said act, hindrance, or delay within ten (10) days after commencement of the delay. All extensions of Contract Time shall be authorized only by written Change Order executed by the Owner and Design-Builder. Adjustments to the Contract Time shall not be approved unless formally submitted, in writing, for approval with appropriate supporting documentation including, but not limited to the Design-Builder's Daily Log applicable for the period of time relevant to the delay. Design-Builder shall also furnish with this Contract Time extension request as well as any request for actual direct costs for delays arising from active interference any and all documentation including, but not limited to all Project Schedule(s) and updated Project Schedule(s) in the form as required by the Contract Documents as well as the data and the time impact analysis referenced above.

Deleted: 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§14.1.6.3 The furnishing of a written notice by Design-Builder shall not be construed or interpreted to establish the validity of the cause of the anticipated delay or of the extension of Contract Time for completion of the Work. Design-Builder shall only be entitled to compensation for actual direct costs for critical path delays should Design-Builder demonstrate a critical path delay was caused by the active interference of the Owner, or its agents Consultants, representatives or separate contractors. Unless otherwise provided for elsewhere in this Agreement, in no event shall Design-Builder be entitled to any other compensation or recovery of any damages in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

§14.1.6.4 The actual direct costs for purposes of this section are limited to the actual direct costs for performing the Work as opposed to indirect costs and expenses including, but not limited to loss of use, loss of profits, consequential damages, repair costs, cost of capital replacement, loss of wages, pain and suffering, loss of production costs to replace the facilities, loss of productivity, equipment and/or product loss, financing charges, increased or extended home office overhead, loss of interest on retainage, loss of interest on anticipated income, increased as well as extended general conditions, loss of bonding capacity, loss of use, decrease in value, interest on debt financing, idled equipment, mobilization expenses, demobilization expenses, direct, indirect costs, administrative costs and/or any other item of damage, expenses or loss. The Design-Builder recognizes and specifically acknowledges the terms and conditions of these § 14.1.6. et seq. upon execution of this Agreement. Design-Builder acknowledges that recovery of its direct actual costs shall be Design-Builder's sole and exclusive remedy for active interference delays to Substantial Completion or to the Project as caused by the Owner, its Consultants, agents, employees, and separate contractors.

Deleted: § 14.1.7 Claims for Consequential Damages

§ 14.1.7 LIMITED WAIVER OF CONSEQUENTIAL DAMAGES. Design-Builder and Owner waive certain Claims against each other for consequential damages arising out of or relating to this Agreement but only to the extent as specifically set forth in this paragraph. The Owner and Design-Builder agree to limit their right to recover for those specified consequential damages being waived against the other party to those consequential damages available under any insurance policy procured by Owner applicable to the Work or applicable to the parties' obligations including the Design-Builder's obligation to provide insurance under the Contract Documents. This waiver shall not be construed to limit rights of recovery for those waived consequential damages otherwise available

Deleted: The

Deleted: Contract. This mutual waiver includes

under any Worker's Compensation, General Liability, Excess Liability Insurance, Builder's Risk insurance, and Professional Liability policies, each party agreeing to waive its rights of subrogation against the other for such consequential damages covered by insurance. This waiver of consequential damages includes:

.1 damages incurred by Owner for excess operating and staff costs, lost rental income, lost profits, increased interest and financing costs, lost business opportunities, lost professional reputation, loss of management or employee productivity or the services of such persons, and business interruption; and
.2 damages incurred by Design-Builder for principal office expenses, lost business opportunities, lost profit from those business opportunities, losses of financing, lost bonding capacity, lost professional reputation, lost productivity, and lost home-office personnel, expenses, and associated overhead.

This Limited Waiver of Consequential Damages contained in this Paragraph 14.1.7 shall not be construed to limit or preclude an award of Liquidated Damages as provided in this Agreement.

Deleted: the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for

Deleted: of

Deleted: persons;

Deleted: the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Deleted: mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.1.1 This Agreement replaces any and all prior agreements or understandings between the Parties hereto (whether written or oral) and cannot be modified except in a written document signed by Owner and Design-Builder. This Agreement shall not be interpreted or construed to create any rights to others as third party beneficiaries with respect to the obligations set forth in this Agreement

§ 15.1.3 This Agreement is the joint product of the Parties and shall not be interpreted or construed more strictly against any party.

§ 15.1.4 Design-Builder shall cause the terms and conditions of the Contract to flow down to and bind all Subcontractors, whether specifically required or not by any provision of the Contract Documents.

§ 15.1.5 Design-Builder shall use its (and shall cause its Subcontractors to use their) best efforts to limit Owner's exposure to increases in the cost of materials for the Work by locking in prices for same with applicable suppliers and vendors whose typical industry practice is to lock-in prices for a given period of time, in a timely and prudent manner and to avoid increased and unnecessary costs to the Owner.

§ 15.1.6 Unused excess materials, if any, shall become the Owner's property at the time of Final Payment or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work. Any materials provided to Owner in accordance with this paragraph shall be specifically listed by Design-Builder in a written inventory provided to the Owner detailing the material, material source, and location of the Project for which the material was originally obtained.

§ 15.1.7 Design-Builder shall undertake any and all appropriate measures as required by workmanship and industry standards to comply with the Contract Documents. Design-Builder shall, to the best of its ability, reasonably secure the Project in the event of any windstorm as well as other inclement weather to prevent water intrusion into the existing structures and to prevent flying debris and damage to the Work.

§ 15.1.8 Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or public employee or former public employee have been followed.

§ 15.1.9 This Agreement does not create any third party beneficiary status between the Owner and any other person and/or entity.

§ 15.1.10 This Agreement is personal to the Owner and cannot be assigned by Design-Builder without written consent of the Owner

§ 15.1.11 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing body for the City Alamogordo for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, the Owner may immediately terminate this Agreement by giving written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Design-Builder and shall be final. Owner hereby waives any rights to assert an impairment of contract claim against the Owner in the event of immediate or early termination of this Agreement by the Owner.

§ 15.1.12 In the event of any litigation arising out of or in connection with the Contract Documents, THE PARTIES

HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THE CONTRACT DOCUMENTS.

§ 15.1.13 Audits and Access to Records. Design-Builder shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The books, records, documents, and other evidence shall be maintained and made available by Design-Builder during performance of services under this Agreement and for three (3) years from the date of final payment to the Design-Builder for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Design-Builder until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

§ 15.1.14 Equal Employment Opportunity In providing services under this Agreement, Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Design-Builder shall take affirmative action to ensure that applicants for employment are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Design-Builder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. Design-Builder shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin. Engineer shall incorporate the foregoing requirements of this section in all of its subcontracts for work to be performed on this Project.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

Deleted: § 15.6 Confidential Information

Deleted: If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

Deleted:

Deleted: § 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

Deleted:

- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
.5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed,
or the following:

« »

- .6 Other:

« »

This Agreement entered into as of the day and year first written above.

« »

OWNER (Signature)

« »« »

(Printed name and title)

« »

DESIGN-BUILDER (Signature)

« »« »

(Printed name and title)

Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

Acknowledgement Receipt

To: Stardust Lanes Inc./ CDR Construction
From: City of Alamogordo – Purchasing Department
Date: 5/19/16
Re: AMENDED RFP 2015-006- 2 Alamogordo Family Entertainment Center Project

By signing this receipt you are acknowledging that Stardust Lanes, Inc./CDR Construction understands that the previous amended RFP 2015-006 distributed on May 4, 2016 is now canceled and replaced by the Amended RFP 2015-006. Stardust Lanes, Inc./ CDR Construction also acknowledges they have received for its use the complete packet of Amended RFP 2015-006 - 2 Alamogordo Family Fun Center.

Packet includes:

Amended RFP 2015-006 - 2

Exhibit A – Site Map

Exhibit B – Fee Proposal Form

Exhibit C - Wage Rates

Exhibit D – Lease/Operate/Maintain Agreement

Exhibit E – Design / Build Agreement

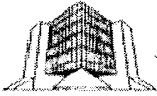
Exhibit F – Campaign Contribution Disclosure Form

Exhibit G – Geotechnical Engineering Report dated April 12, 2016

Debrae Greller - Secretary
Name and title on behalf of Stardust Lanes Inc./CDR Construction

Debrae Greller
Signature of Authorized recipient on behalf of
Stardust Lanes Inc./CDR Construction

Date: 05/19/16



City of Alamogordo

Purchasing Department • 2600 N Florida • Alamogordo, New Mexico 88310 • (575) 439-4116 FAX (575) 439-4117

May 19th, 2016

To: All Bidders

**Re: Addendum No. 1
Amended RFP No. 2015-006 - 2
Alamogordo Family Entertainment Center Project**

Addendum Number 1 is issued to provide changes and/or clarifications to the above referenced RFP as per the following:

Question: Please clarify the tax rate to be included in the proposal.

Answer: It is the proposer's responsibility to determine the applicable gross receipts and/or compensating tax rate to be included in their fee proposal.

Question: Please clarify the extent and description of outline specifications that we need to provide – as described on page 7.

Answer: Outline specifications are intended to serve as the submittal packet of all of the products that are going to be incorporated in to the facility

Question: Please explain the reasoning for a cost breakdown on the equipment and furnishings per Exhibit C-2 and C-3.

Answer: No longer necessary.

Question: Will there be another copy of the original RFP issued, if so, when?

Answer: Yes – May 19th, 2016 labeled Amended RFP 2015-006 – 2

Question: Is the scoring committee going to review our old proposals, or do we need to submit 8 more copies?

Answer: No - Scoring will be completed by Independent design consultant. Please refer to the new RFP materials that will be presented and follow those instruction. All new materials need to be submitted. No reference should be made to previous submitted proposals.

Question: Can we present a slideshow at our interview?

Answer: Yes - slideshow is allowed at interview

Question: Will we receive our 6 boards back or do we need to produce copies of those again?

Answer: No. All new materials must be submitted.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each respondent shall acknowledge receipt of this Addendum Number One (1) using this acknowledgement page.

Please return signed copy to City of Alamogordo Purchasing Department 2600 N Florida Alamogordo NM 88310 or by email to bpyeatt@ci.alamogordo.nm.us or Fax to (575) 439-4117.

Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Date Received: 05/19/10

Business Name: CDR Const. Inc.

Printed Name: DeRae Greller

Signature: DeRae Greller



City of Alamogordo

Purchasing Department • 2600 N Florida • Alamogordo, New Mexico 88310 • (575) 439-4116 FAX (575) 439-4117

May 23rd, 2016

To: All Bidders

**Re: Addendum No. 2
Amended RFP No. 2015-006 - 2
Alamogordo Family Entertainment Center Project**

Addendum Number 2 is issued to provide changes and/or clarifications to the above referenced RFP as per the following:

Changes:

Location for the interviews with the Independent Design Consultant has changed. Interviews will be conducted the Public Works Conference room located at 2600 N Florida. Times of interviews remain the same.

Clarifications:

Clarification has been requested in reference to specification submittals for the designed – build portion of this project.

The purpose of requiring outline specifications is to assist the City is understanding what materials, systems, equipment and other components are being proposed. Each design-builder will need to determine the extent and detail of the outline specifications they submit. Whether the documents submitted adequately describe the character of the project and its elements will be determined by the Independent Design Consultant.

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each respondent shall acknowledge receipt of this Addendum Number Two (2) using this acknowledgement page.

Please return signed copy to City of Alamogordo Purchasing Department 2600 N Florida Alamogordo NM 88310 or by email to bpveatt@ci.alamogordo.nm.us or Fax to (575) 439-4117.

Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Date Received: May 23, 2016
Business Name: CDR Construction, Inc.
Printed Name: Neil Rae Greller
Signature: Neil Rae Greller



City of Alamogordo

Purchasing Department • 2600 N Florida • Alamogordo, New Mexico 88310 • (575) 439-4116 FAX (575) 439-4117

May 31st, 2016

To: All Bidders

**Re: Addendum No. 3
Amended RFP No. 2015-006 - 2
Alamogordo Family Entertainment Center Project**

Addendum Number 3 is issued to provide changes and/or clarifications to the above referenced RFP as per the following:

Question: Please confirm the General contractor will be responsible for Builders Risk Insurance.

Answer: Yes

Question: Please confirm any subcontractor over \$125,000 will be required to bond the project per the State Statute

Answer: Yes

All other provisions of the Contract Documents shall remain unchanged. This addendum is hereby made part of the Contract Documents. Each respondent shall acknowledge receipt of this Addendum Number Three (3) using this acknowledgement page.

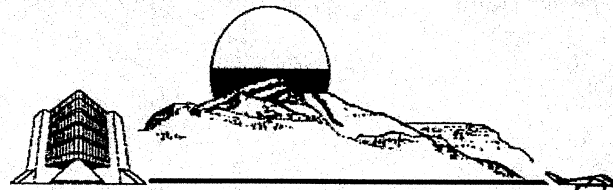
Please return signed copy to City of Alamogordo Purchasing Department 2600 N Florida Alamogordo NM 88310 or by email to bpyeatt@ci.alamogordo.nm.us or Fax to (575) 439-4117.

Sincerely,

Barbara Pyeatt
Chief Procurement Officer

Date Received: May 31st, 2016
Business Name: CDR Construction, Inc.
Printed Name: Deirdre Geller
Signature: D. Geller

City of Alamogordo



Business Registration

C.D.R. CONSTRUCTION, INC.

1219 OREGON AVE B

ALAMOGORDO NM 88310

LICENSE NUMBER

16-00001886

EXPIRATION DATE

December 31, 2016

CLASSIFICATION

CONTRACTOR-GENERAL

Issued By
Department of the City Clerk

(575) 439-4205

Approved By

Nancy E. Jacobs

POST IN A CONSPICUOUS PLACE ON PREMISES OF BUSINESS

City Clerk

Exhibit G

RESIDENT VETERANS PREFERENCE CERTIFICATION

CSR Construction, Inc.
Stardust Lanes (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☒ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.



(Signature of Business Representative)*

06/14/10

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

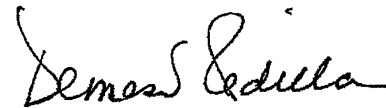
Issued to: **CDR CONSTRUCTION, INC.**

DBA: **CDR CONSTRUCTION, INC.**
PO BOX 158
ALAMOGORDO, NM 88311-0158

Expires: **13-Apr-2019**

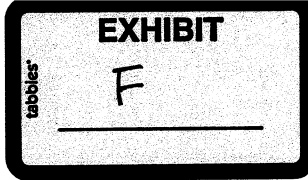
Certificate Number:

L1904073264



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



SECTION 7- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable Public Official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the Procurement Process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the Contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective Contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a Prospective Contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contributions(s):

Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.


Signature

06/14/2010
Date

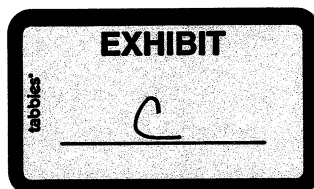
President
Title (Position)

TYPE "B" - GENERAL BUILDING

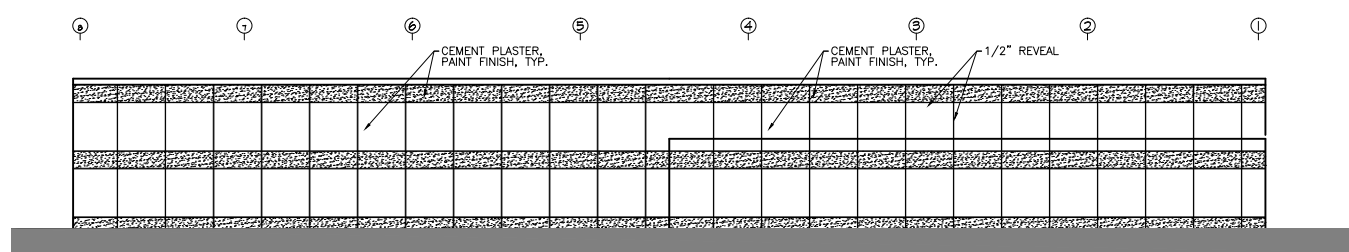
Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	21.77	3.98	0.50
Bricklayer/Blocklayer/Stonemason	23.32	7.30	0.50
Carpenter/Lather	23.40	8.18	0.50
Cement Mason	19.61	9.57	0.50
Electricians			
Outside Classifications			
Groundman	21.28	10.32	0.50
Equipment Operator	30.54	12.64	0.50
Lineman/Tech	35.93	13.98	0.50
Cable Splicer	39.52	14.88	0.50
Inside Classifications			
Wireman/Technician	29.90	9.75	0.50
Cable Splicer	32.89	9.84	0.50
Sound Classifications			
Installer	23.39	8.31	0.50
Technician	28.95	7.52	0.50
Soundman	27.01	8.31	0.50
Elevator Constructor	38.37	28.08	0.50
Elevator Constructor Helper	26.86	28.08	0.50
Glazier	20.15	3.65	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	16.00	5.18	0.50
Paper Hanger	16.00	5.18	0.50
Drywall Finisher/Taper	23.40	8.18	0.50
Plasterer	21.39	7.66	0.50
Plumber/Pipefitter	31.14	11.55	0.50
Roofer	15.18	0.50	0.50
Sheetmetal Worker	28.28	15.37	0.50
Soft Floor Layer	23.40	8.18	0.50
Sprinkler Fitter	27.95	17.87	0.50
Tile Setter	14.80	1.20	0.50
Tile Setter Helper	13.00	1.02	0.50
Laborers			
Group I	15.68	5.40	0.50
Group II	16.33	5.40	0.50
Group III	17.30	5.40	0.50
Group IV	19.53	5.40	0.50
Group V	17.60	5.40	0.50
Group VI	17.75	5.40	0.50
Operators			
Group I	19.57	6.00	0.50
Group II	21.53	6.00	0.50
Group III	21.95	6.00	0.50
Group IV	22.35	6.00	0.50
Group V	22.52	6.00	0.50
Group VI	22.71	6.00	0.50
Group VII	22.82	6.00	0.50
Group VIII	25.56	6.00	0.50
Truck Drivers			
Group I	14.76	6.25	0.50
Group II	15.00	6.25	0.50
Group III	15.50	6.25	0.50
Group IV	15.51	6.25	0.50
Group V	15.60	6.25	0.50
Group VI	15.75	6.25	0.50
Group VII	15.90	6.25	0.50
Group VIII	16.11	6.25	0.50
Group IX	16.32	6.25	0.50

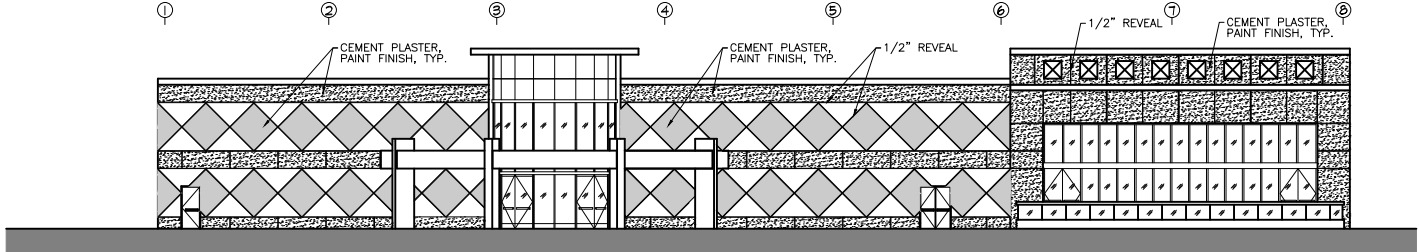
NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.



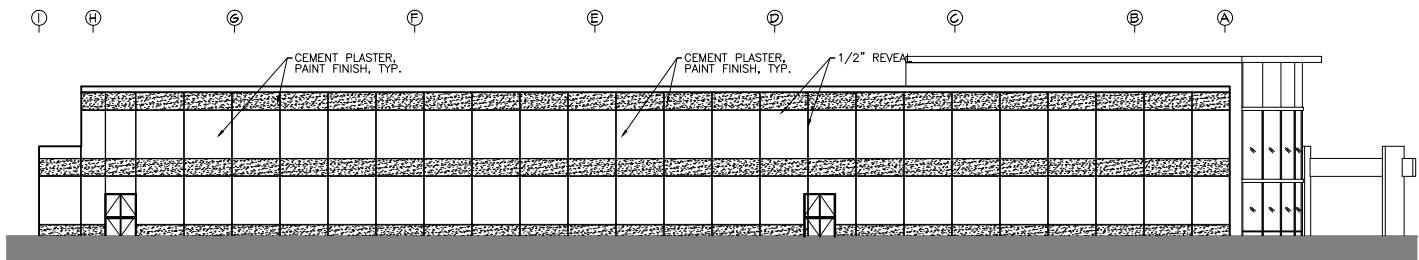
ALL IDEAS, DESIGN, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF P.L.A. AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH THIS PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, OR PLANS SHALL BE USED BY, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF P.L.A.. FILING THESE DRAWINGS OR SPECIFICATIONS WITH ANY PUBLIC AGENCY IS NOT A PUBLICATION OF SAME. NO COPYING, REPRODUCTION OR USE THEREOF IS PERMISSIBLE WITHOUT THE CONSENT OF P.L.A..



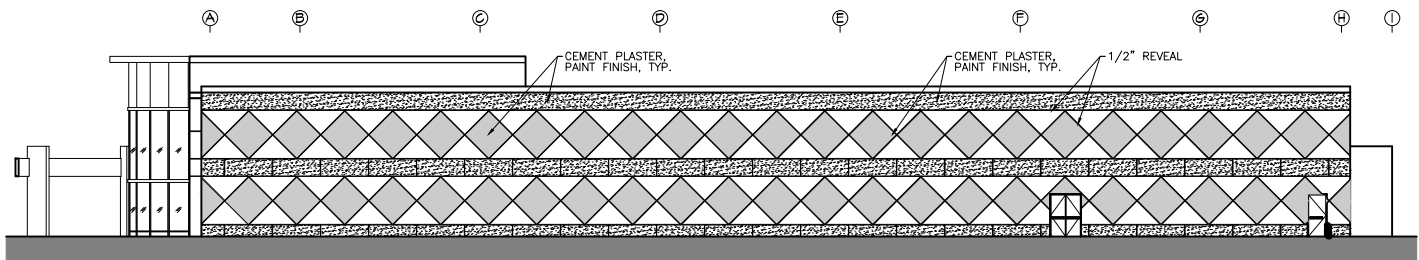
WEST ELEVATION
SCALE: 1/32"=1'-0" 2



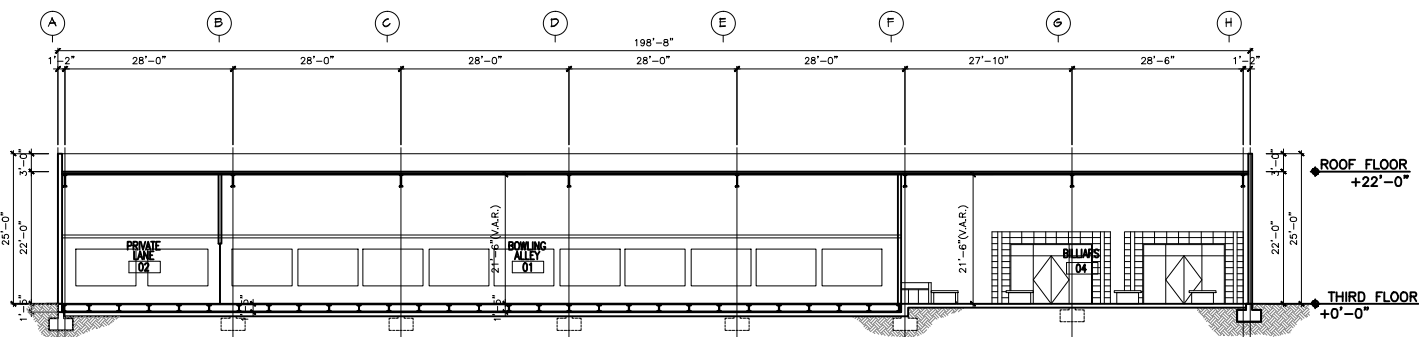
EAST ELEVATION
SCALE: 1/32"=1'-0" 1



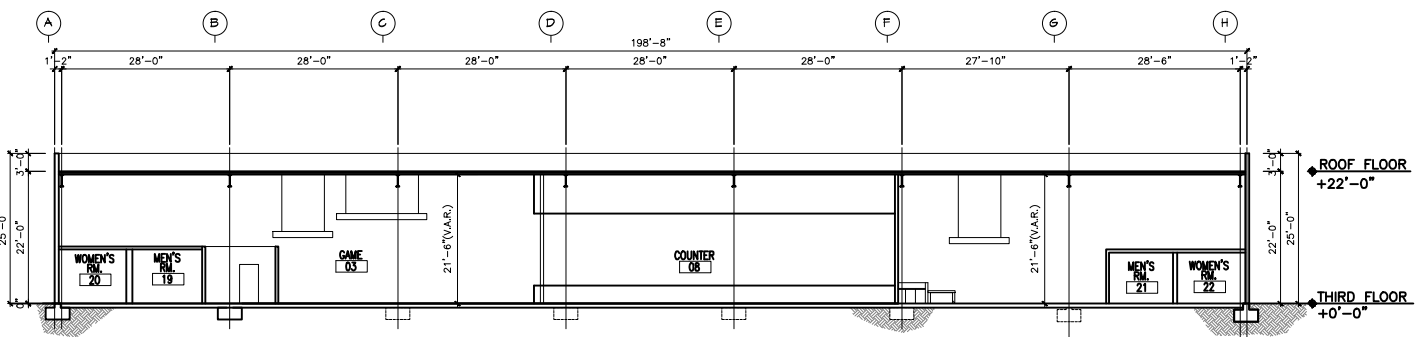
SOUTH ELEVATION
SCALE: 1/32"=1'-0" 4



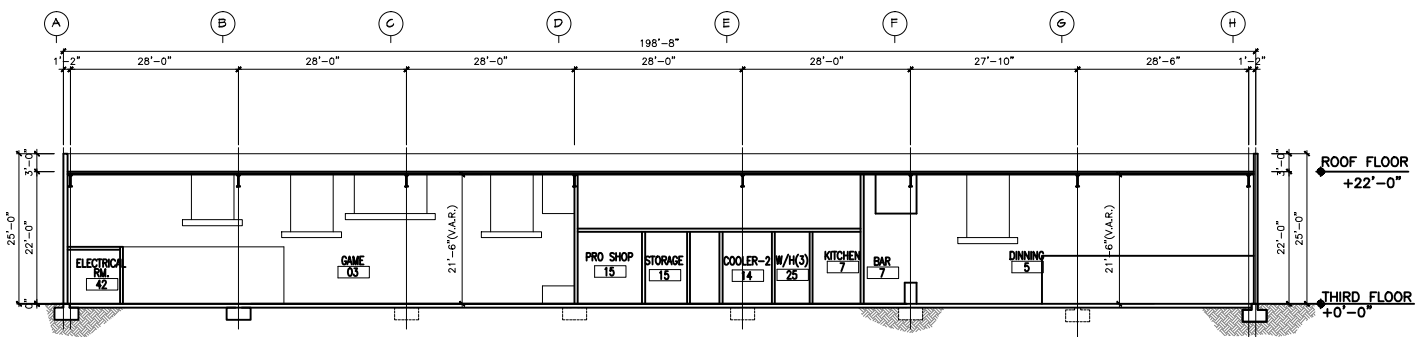
NORTH ELEVATION
SCALE: 1/32"=1'-0" 3



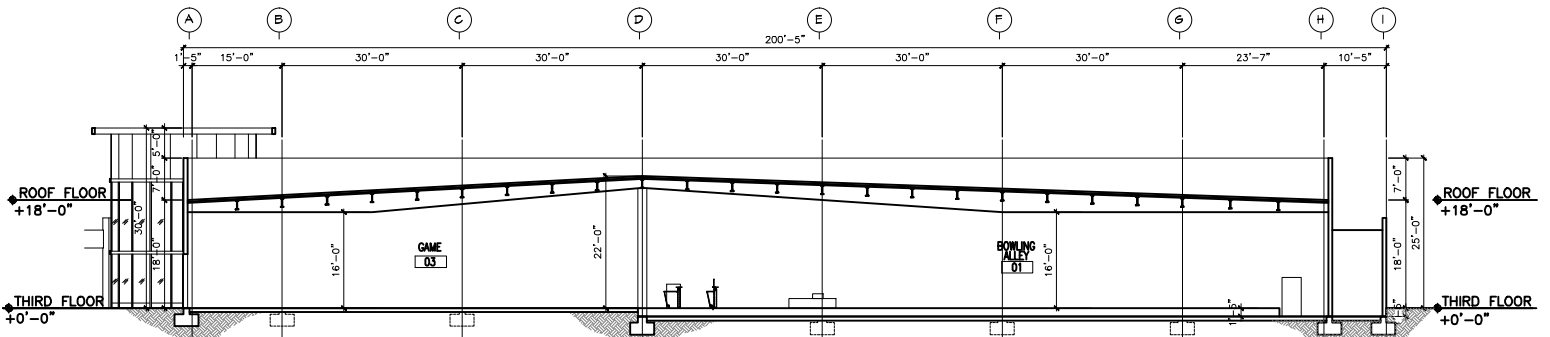
CROSS SECTION-C
SCALE: 1/32"=1'-0" 7



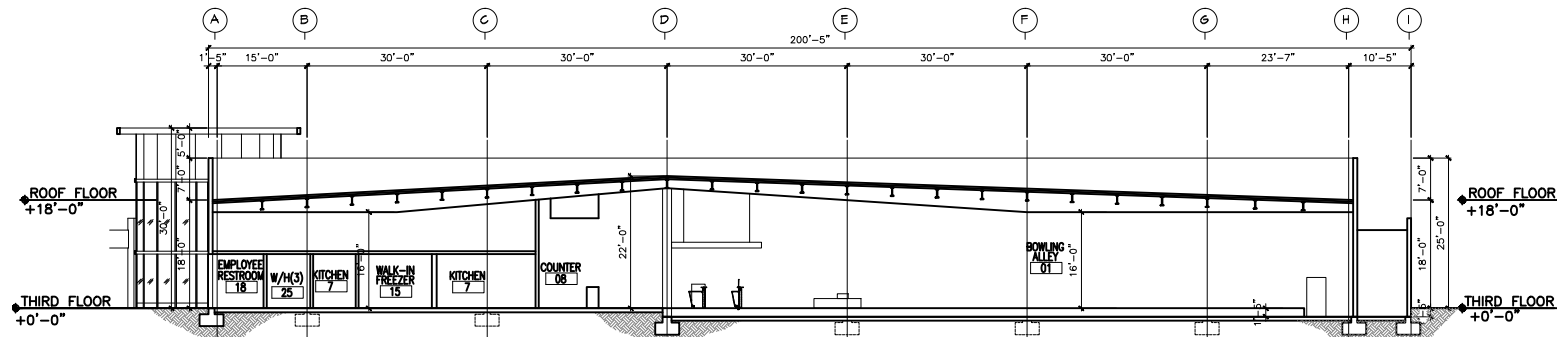
CROSS SECTION-B
SCALE: 1/32"=1'-0" 6



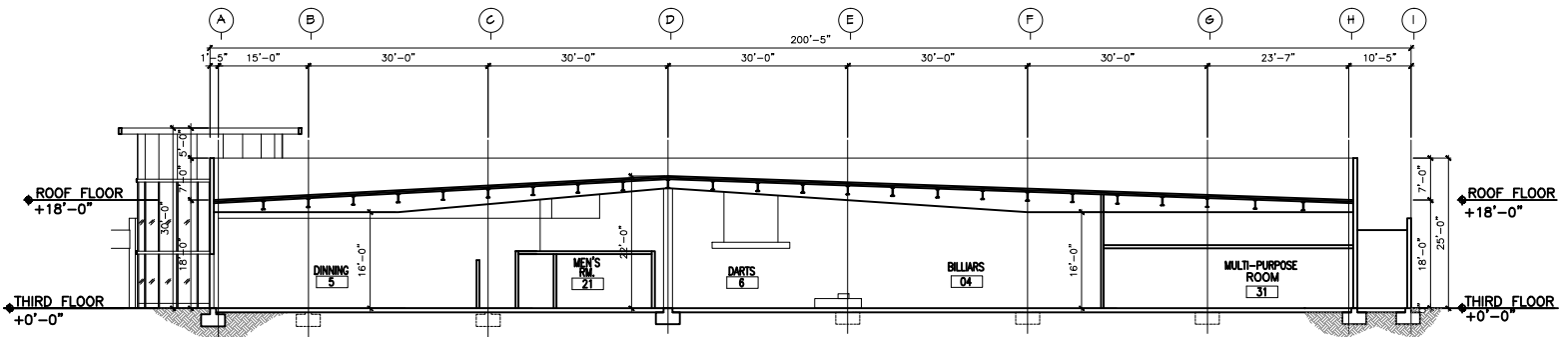
CROSS SECTION-A
SCALE: 1/32"=1'-0" 5



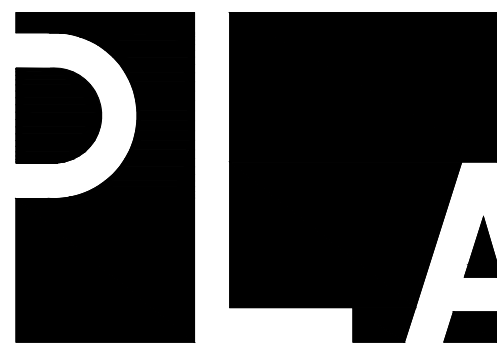
CROSS SECTION-F
SCALE: 1/32"=1'-0" 10



CROSS SECTION-E
SCALE: 1/32"=1'-0" 9



CROSS SECTION-D
SCALE: 1/32"=1'-0" 8



Prepared for
ALAMOGORDO FAMILY ENTERTAINMENT CENTER

Design & Construction Services

Mesa Village unit 2
Alamogordo, New Mexico -----

ARCHITECTS:

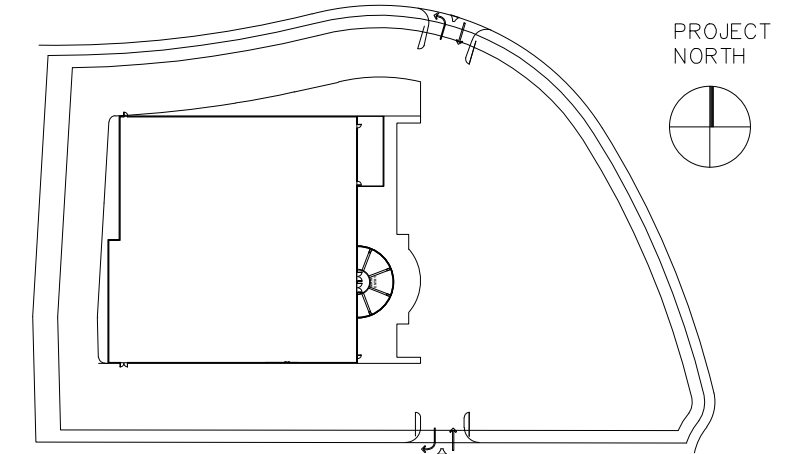
P.L.A.
ARCHITECTURE INTERIOR DESIGN URBAN PLANNING

9150 PAINTER AVENUE SUITE202 Tel 714-357-6000
WHITTIER, CA 90602 Fax 213-596-3731

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ALAMOGORDO FAMILY ENTERTAINMENT CENTER Mesa Village unit 2 Alamogordo, New Mexico -----

Issue No.	Description	Issue Date
-----------	-------------	------------



Project Number	Drawn by:
003.01	Reviewed by: Paul Lee

CONCEPTUAL DRAWINGS

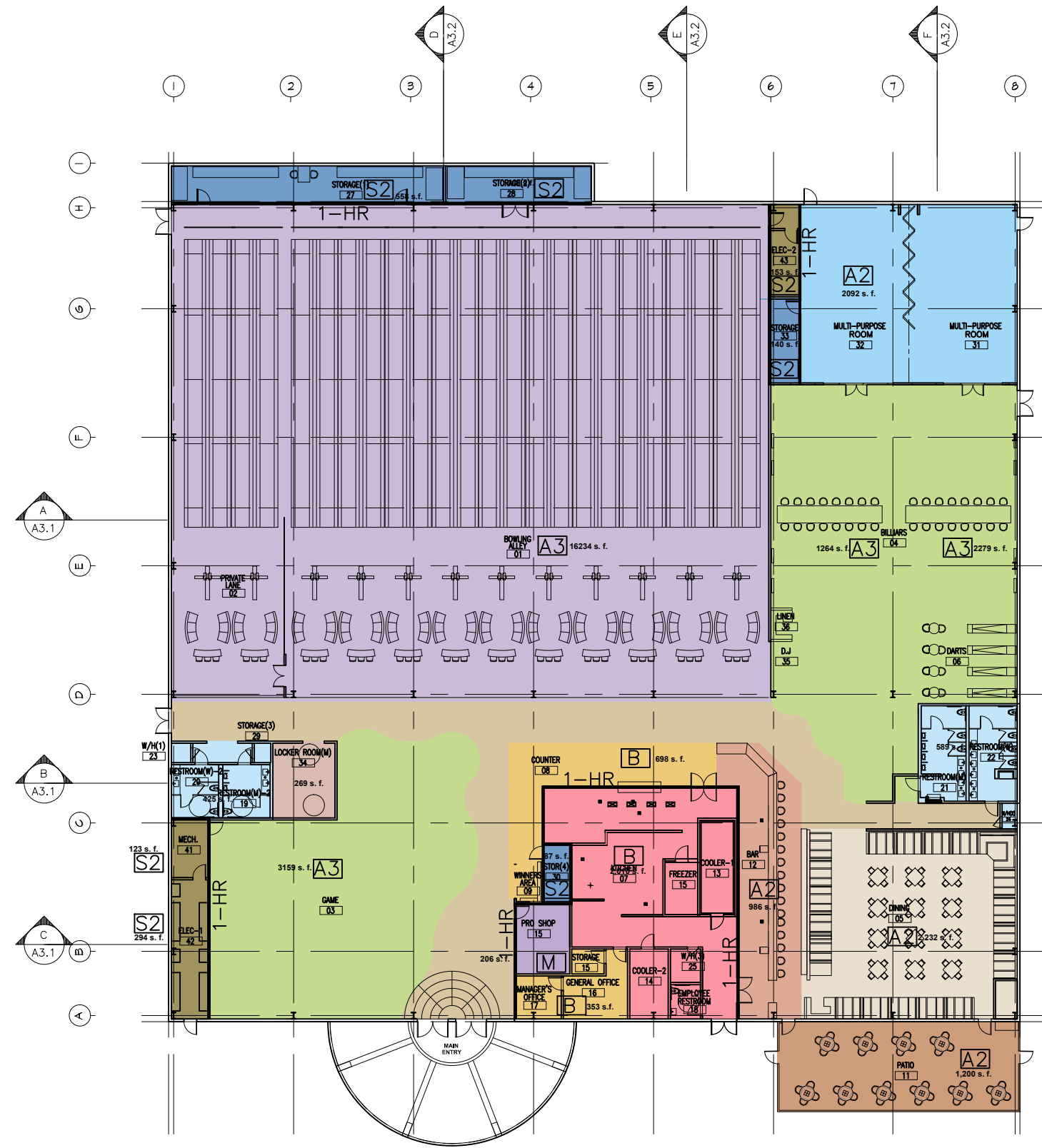
EXTERIOR ELEVATIONS BUILDING SECTIONS

Scale: 1/32"=1'-0"
Original drawing sheet is 24 " x 36 " Scale Accordingly If Reduced
DRAWING NUMBER

A2.1

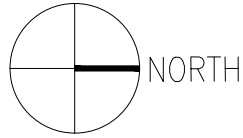
Not FOR CONSTRUCTION

ALL IDEAS, DESIGN, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY P.L.A. AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE PROJECT DESCRIBED HEREIN. NO PART OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF P.L.A. FILING THESE DRAWINGS OR SPECIFICATIONS WITH ANY PUBLIC AGENCY IS NOT A PUBLICATION OF SAME. NO COPYING, REPRODUCTION OR USE THEREOF IS PERMISSIBLE WITHOUT THE CONSENT OF P.L.A.



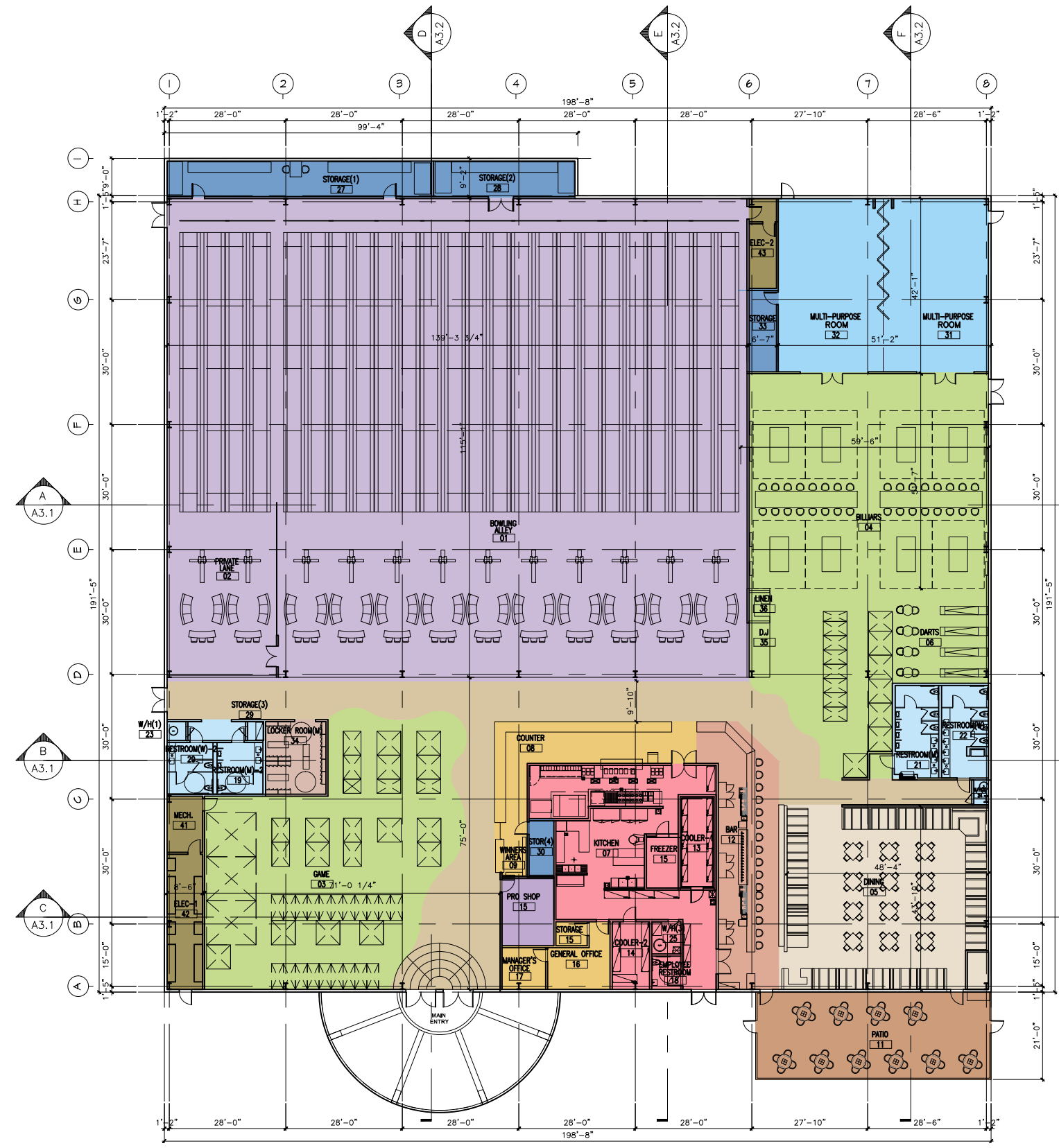
CODE PLAN
SCALE: 1/32"=1'-0"

2



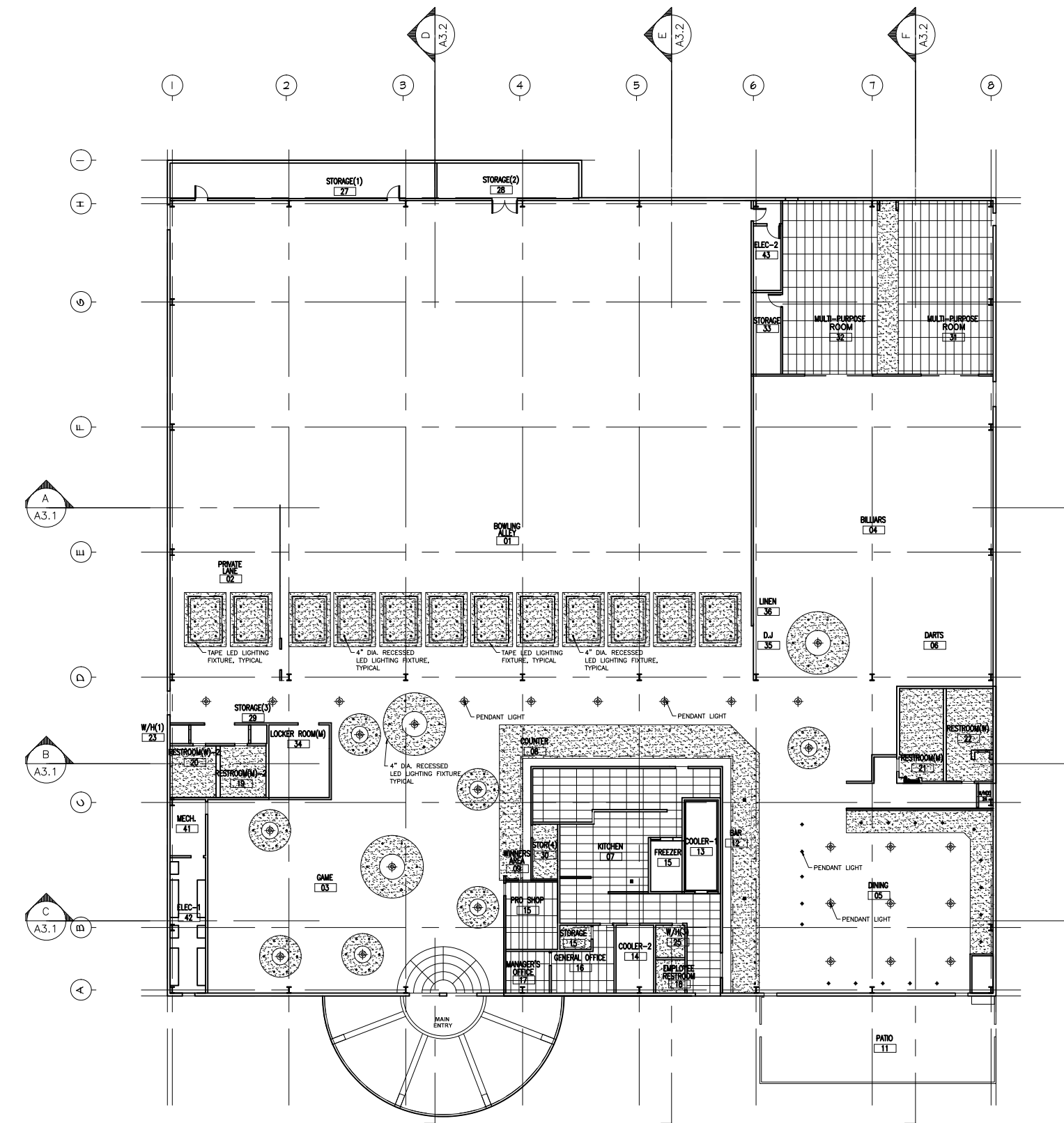
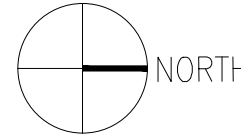
SPACE LEGEND

- BOWLING (A3)
- STORAGE (S2)
- MULTI PURPOSE (A2)
- ELECT/MECH. (S2)
- GAMES (A3)
- DINING (A2)
- BAR (A2)
- KITCHEN (B)
- ADMINISTRATION (B)
- PRO SHOP (M)
- LOCKER
- TOILETS
- CIRCULATION
- OUTDOOR (A2)
- RATED WALL (1-HR)



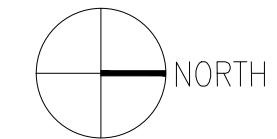
CONCEPTUAL FLOOR PLAN
SCALE: 1/32"=1'-0"

1



CONCEPTUAL REFLECTED CEILING PLAN
SCALE: 1/32"=1'-0"

3



PROJECT INFORMATION

PROJECT OWNER:
CITY OF ALAMOGORDO

BUILDER:
C.D.R. CONSTRUCTION INC.
P.O. BOX 158, ALAMOGORDO, NM 88310
TEL: 575-434-8775

PROJECT ADDRESS:
MESA VILLAGE DRIVE, ALAMOGORDO, NM 88311

LEGAL DESCRIPTION:
LOT 4-A MESA VILLAGE UNIT 1 REPLAT A
SW1/4 SECTION 12, T 16 S, R 9 E, NMPM
ALAMOGORDO, OTERO COUNTY, NEW MEXICO

LOT AREA:
3.416 ACRES

ZONING CLASSIFICATION
C-3

APPLICABLE CODES

INTERNATIONAL BUILDING CODE	2009
INTERNATIONAL FIRE CODE	2009
UNIFORM MECHANICAL CODE	2009
UNIFORM PLUMBING CODE	2009
NATIONAL ELECTRIC CODE	2011
AMERICAN NATIONAL STANDARDS INSTITUTE A117	2003
NEW MEXICO COMMERCIAL BUILDING CODE	2009
CITY OF ALAMOGORDO CODE	2012

OCCUPANCY CLASS: A

CONSTRUCTION TYPE: II-B

SEISMIC ZONE: C

FIRE SPRINKLER: SPRINKLED

CODE SUMMARY

PROJECT SUBMITTED UNDER 2009 I.B.C.

OCCUPANCY CLASSIFICATION: MIXED USED

MULTI-PURPOSE ROOM	A2	2092 SQ. FT.
RESTAURANT	A2	2232 SQ. FT.
BAR	A2	986 SQ. FT.
BOWLING ALLEY	A3	16234 SQ. FT.
AMUSEMENT ARCADES	A3	6702 SQ. FT.
OFFICES & MANAGEMENT	B	1051 SQ. FT.
COMMERCIAL KITCHEN	B	2010 SQ. FT.
PRO-SHOP	M	206 SQ. FT.
STORAGE	S2	1564 SQ. FT.

WALLS, CIRCULATION & SIMULTANEOUS USE	5844 SQ. FT.
TOTAL BUILDING AREA:	38921 SQ. FT.
OUTDOOR PATIO	1200 SQ. FT.

CONSTRUCTION TYPE: II-B (SPRINKLED)

BUILDING AREA: 38921 SQ. FT.

ALLOWABLE FLOOR AREA PER IBC - TABLE 503:

NEW CONSTRUCTION : OCCUPANCY A2/A3 = 9500 SQ. FT.

AREA INCREASE ALLOWED PER SECTION 506

FRONTAGE AREA INCREASE:
 $I=100 (F/P-0.25) W/30 = 100 (1-0.25) 30/30 = 75\%$
(BUILDING FRONTAGE IS GREATER THAN 20 FEET ON ALL SIDES, THEREFORE $F/P = 1$).

AUTOMATIC SPRINKLER AREA INCREASE = 300% PER SECTION 506.3

ALLOWABLE TOTAL AREA:
 $9500+7125+26500 = 45,125$ SQ. FT.

CONSTRUCTION TYPE II-B REQUIREMENT PER IBC TABLE 601:

PRIMARY STRUCTURAL FRAMES:	0-HR
EXTERIOR BEARING WALLS:	0-HR
INTERIOR BEARING WALLS:	0-HR
ROOF/CEILING CONSTRUCTION:	0-HR
NONBEARING WALLS:	0-HR

OCCUPANT LOAD PER TABLE 1004.1.2

MULTI-PURPOSE ROOM (1/15)	2092 SQ. FT.	139
RESTAURANT (24" LINEAR BOOTH LENGTH, 1/15)	195	621
BAR	35	609/415
BOWLING ALLEY (5 PER LANE, 1/7)	621	
AMUSEMENT ARCADES (1/11)	6702 SQ. FT.	11
OFFICES & MANAGEMENT (1/100)	1051 SQ. FT.	11
COMMERCIAL KITCHEN (1/200)	2010 SQ. FT.	7
PRO-SHOP (1/30)	206 SQ. FT.	6
STORAGE (1/300)	1564 SQ. FT.	6
LOCKER ROOM (1/50)	269 SQ. FT.	80
OUTDOOR PATIO (1/15)	1200 SQ. FT.	

TOTAL OCCUPANT LOAD = 1720

* EGRESS WIDTH REQUIRED - 0.2" PER OCCUPANT
 $0.2" \times 1720 = 344"$ (540" PROVIDED)

* MAX. EXIT ACCESS TRAVEL DISTANCE - 250'
ACTUAL MAX. TRAVEL DISTANCE - 179' (OK)

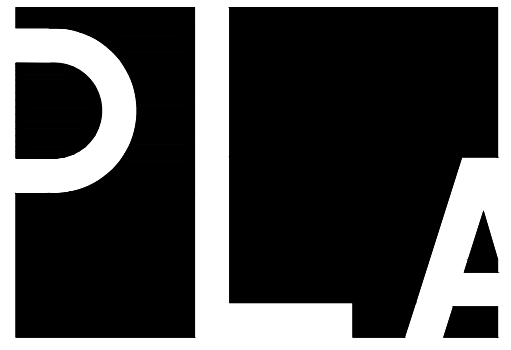
* 1 HR RATING REQUIRED FOR ALL CORRIDORS SERVING AN OCCUPANT LOAD 30

* 50' MAX DEAD-END CORRIDOR (OK)

* 4 BUILDING EXITS REQUIRED (9 PROVIDED)

* 4 BUILDING EXITS REQUIRED (9 PROVIDED)

* I-HR WALL SEPARATION BETWEEN A OCCUPANCY AND B/M



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ARCHITECTS:

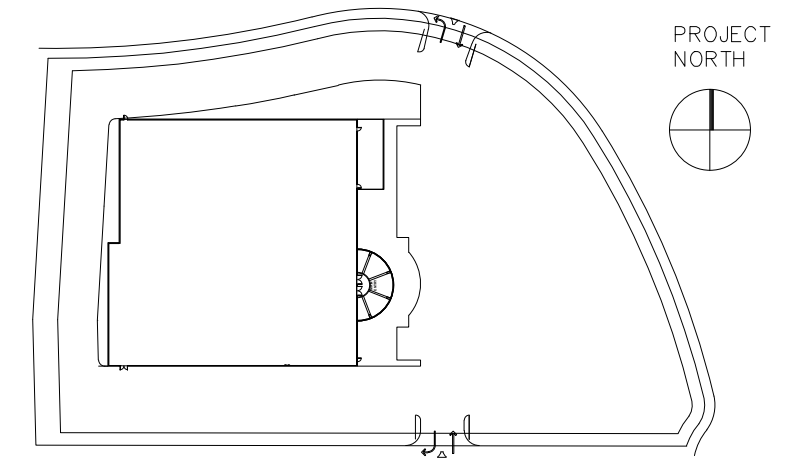
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Project Number 003.01
Drawn by: [blank]
Reviewed by: Paul Lee

CONCEPTUAL DRAWINGS

CONCEPTUAL FLOOR
PLAN/ CODE PLAN/
CEILING PLAN

Scale: 1/32"=1'-0"

Original drawing sheet is 24 " x 36 " Scale Accordingly If Reduced

DRAWING NUMBER

Not FOR CONSTRUCTION

A1.3.1



KARAOKE ROOM



BILLIARDS



BAR



NORMAL LANES



ARCADE



LED LIT LANES

Menu

Starters



Fire Toasted
Bruschetta



Xlanes
Nachos



Chicker
Wings

Salads



Caesar Salad
with shrimp



Candy
Walnut Salad



House Salad
With Chicken

Pizzas



Veggilicious



Southwest
BBQ Chicken



Dragons
Breath

Sandwiches



The Boss
Burger



Meatball
Sub



Philly
Cheese Steak

Pasta



Penne
Arabiatte



Chipotle Chicken
Fettuccine



Linguini
Pacifica Scampi

Entrées



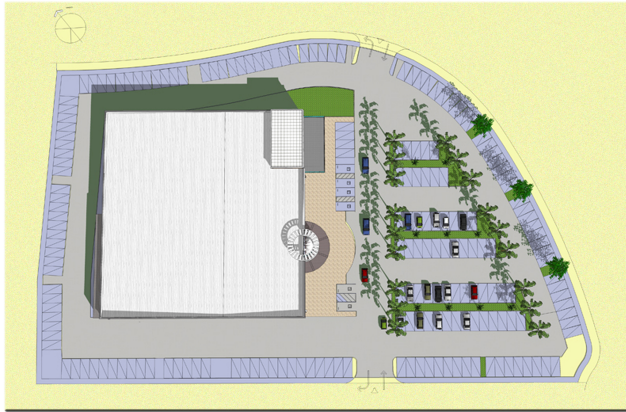
French Cut
Rib-eye



Sesame
Teriyaki Beef

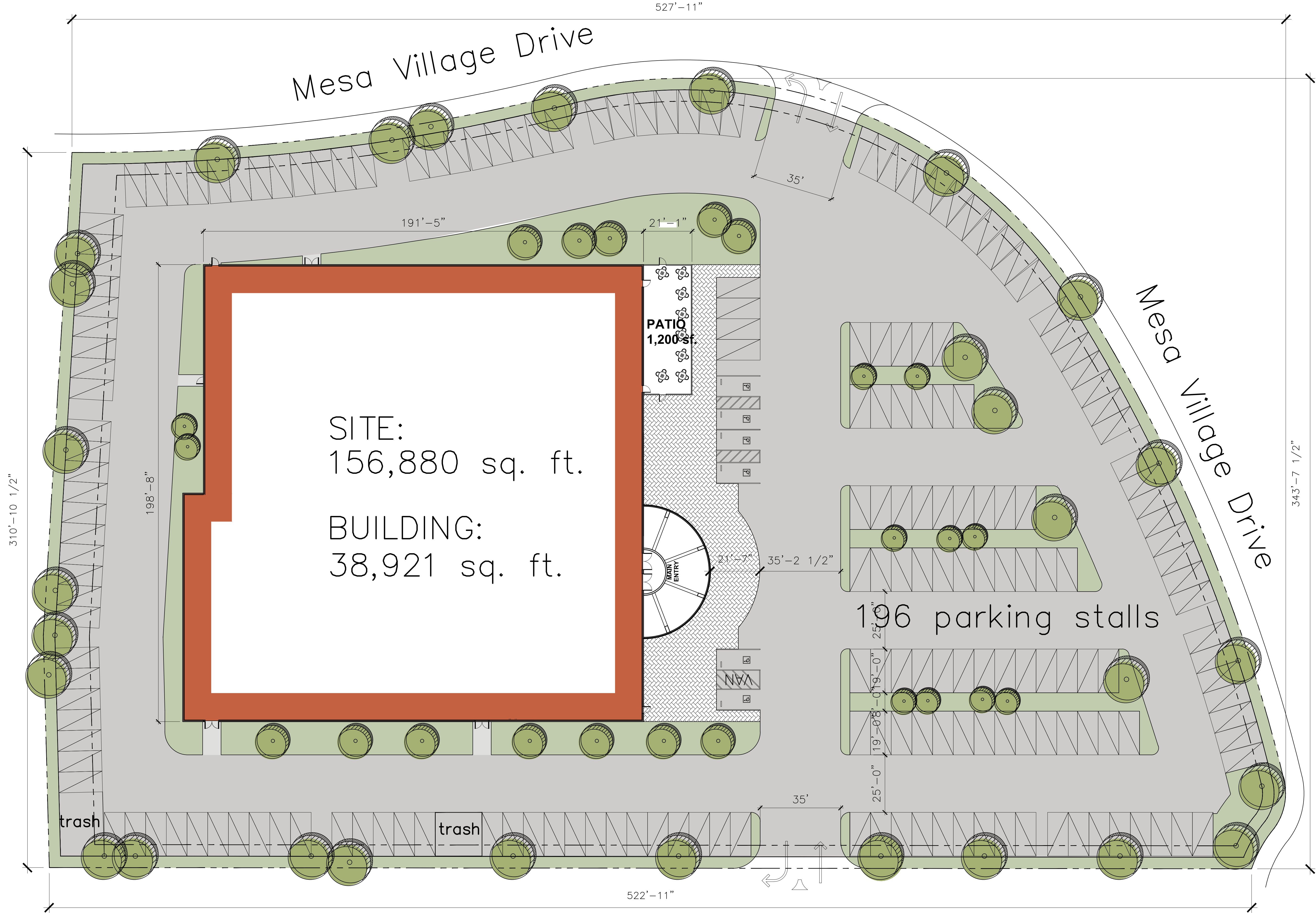


Charred
Miso-glazed
Pacific Salmon

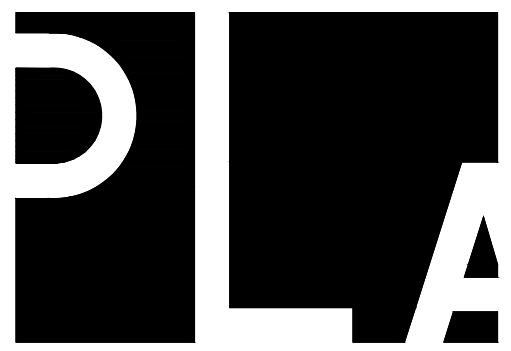
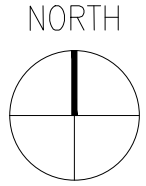


NEW MEXICO BOWLING ALLEY _____ **PLA**

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SITE PLAN
SCALE: 1"=20'-0"

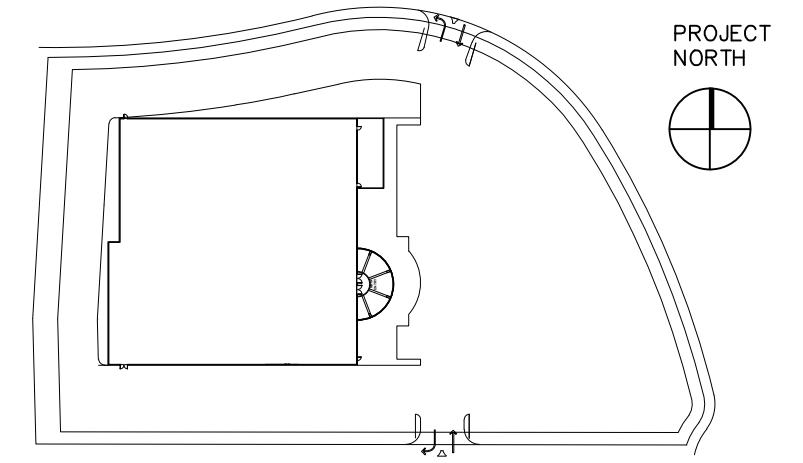


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Reviewed by: Paul Lee

CONCEPTUAL DRAWINGS

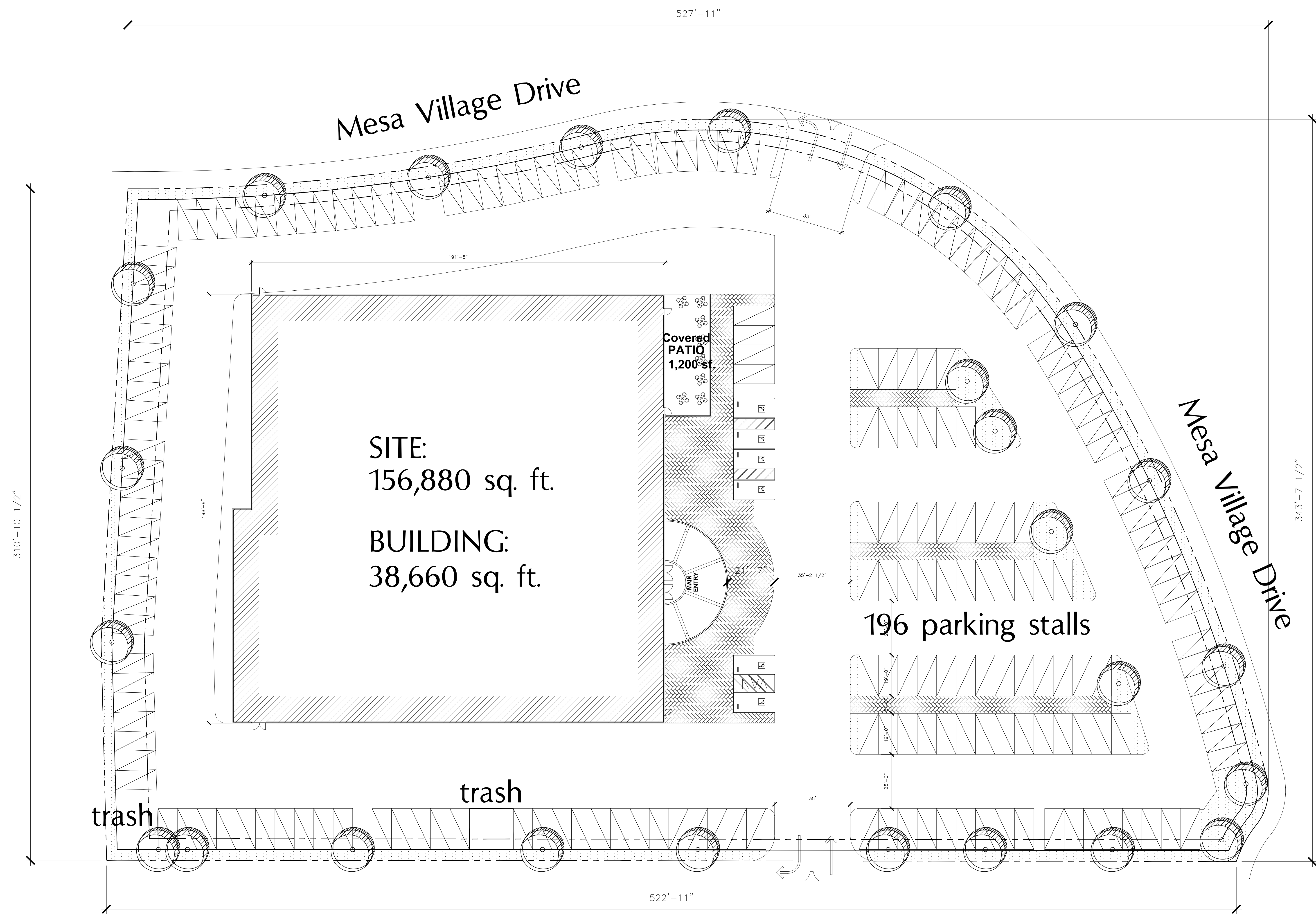
SITE / EXIT PLAN

Scale: AS NOTED
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DRAWING NUMBER

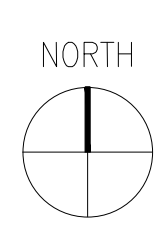
A0.1

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SITE PLAN
SCALE: 1"=30'-0"



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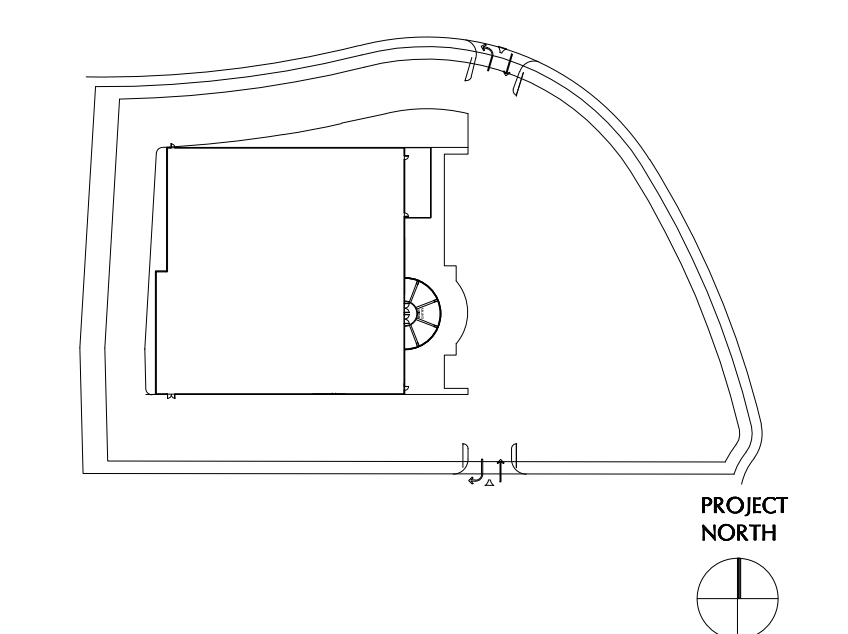
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Issue No.	Description	Issue Date
1	--	

Keyplan



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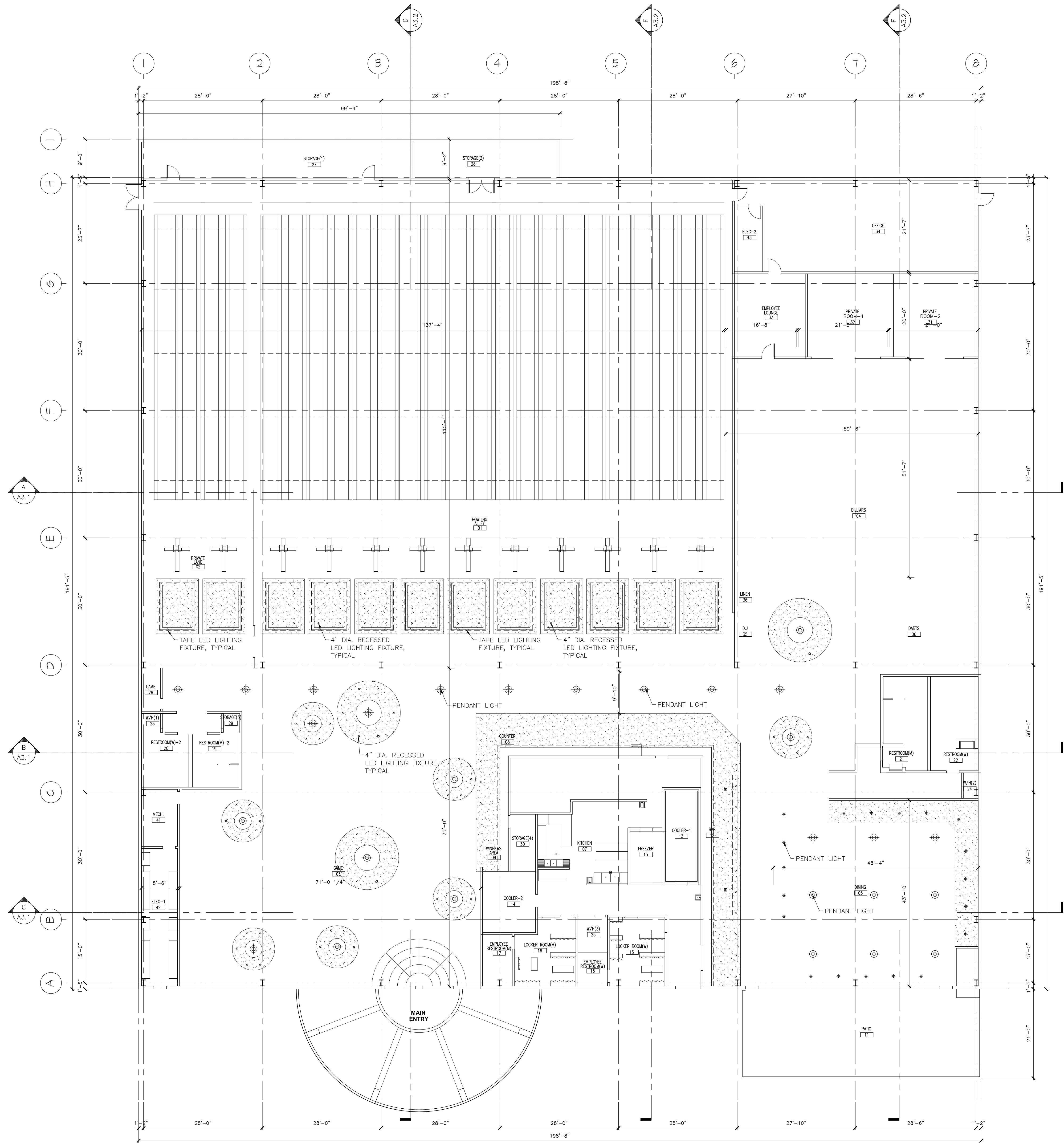
CONSTRUCTION DOCUMENTS

SITE / EXIT PLAN

Scale: **AS NOTED**
Original drawing sheet is 30" x 42"
Scale Accordingly If Reduced
DRAWING NUMBER

A0.1

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REFLECTED CEILING PLAN 1 NORTH
SCALE: 3/32"=1'-0"

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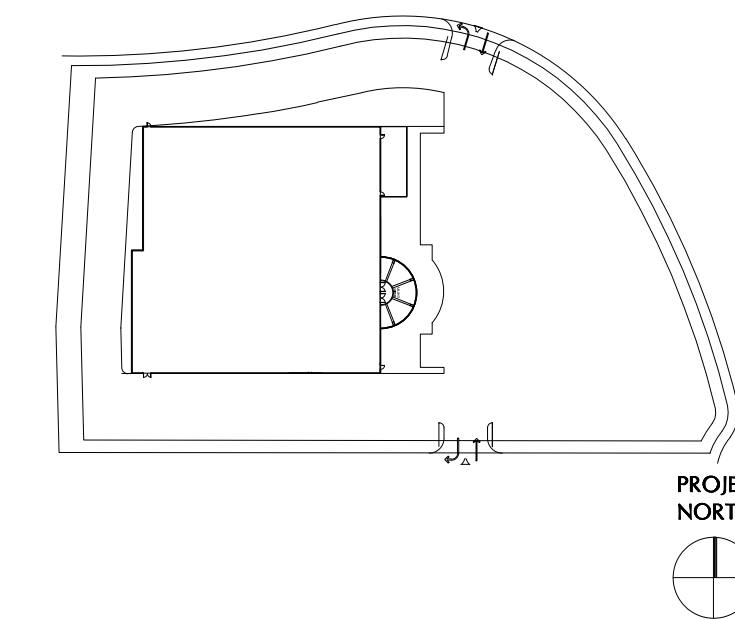
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1	--	

Keyplan



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CONSTRUCTION DOCUMENTS

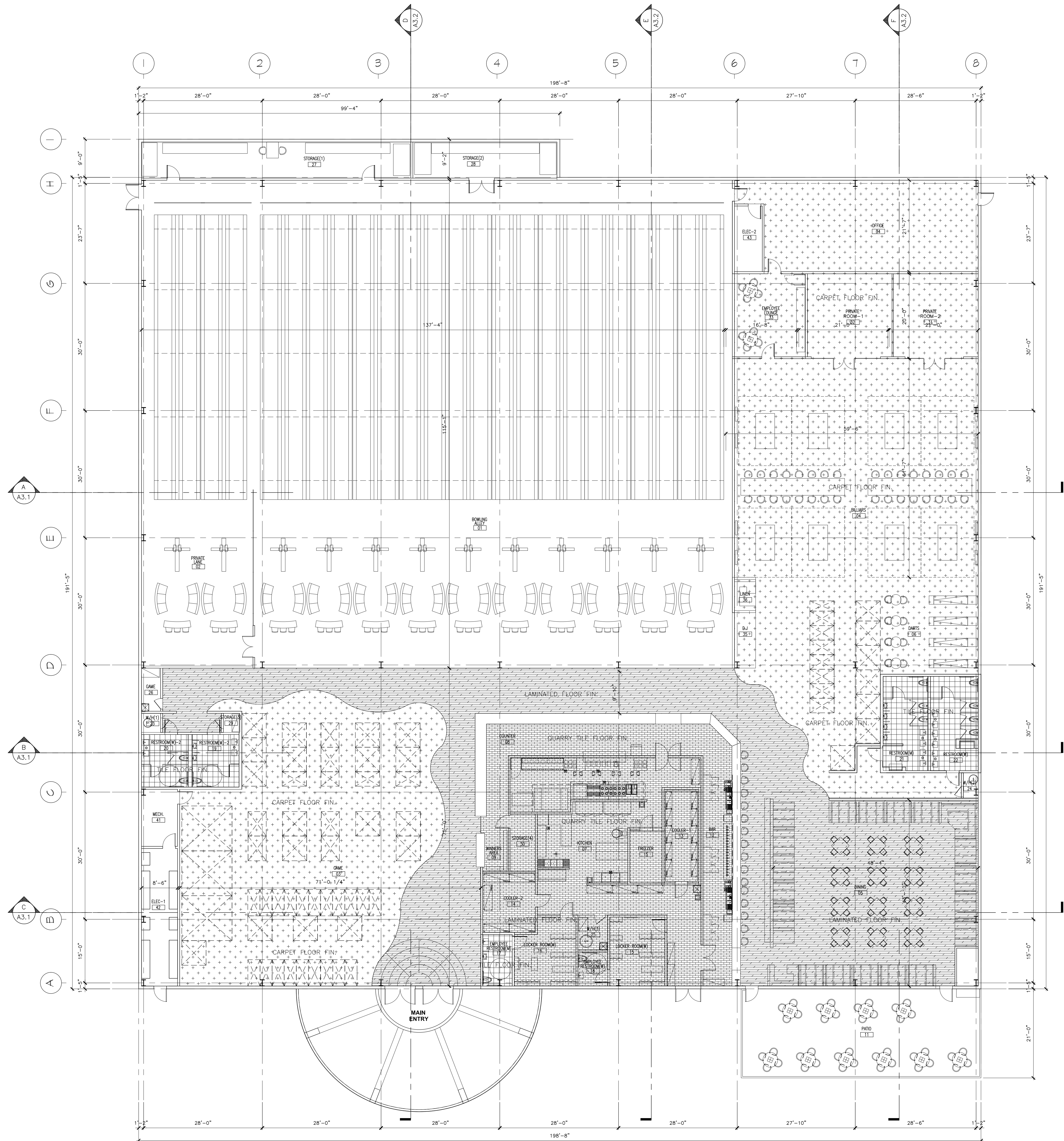
REFLECTED CEILING PLAN

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Original drawing sheet is 30" x 42" Scale Accordingly If Reduced
DRAWING NUMBER

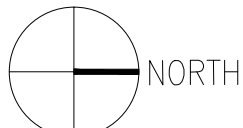
A1.3.2

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FLOOR FINISH PLAN
SCALE: 3/32"=1'-0"

1



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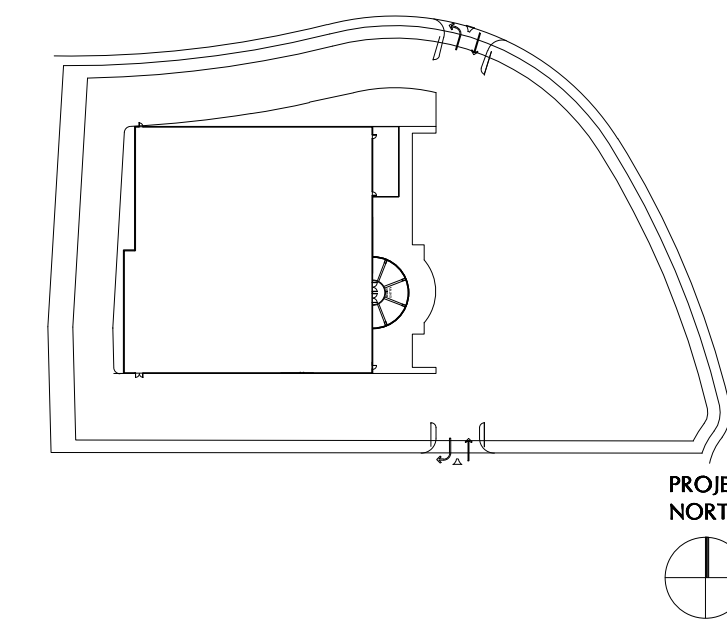
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Issue No.	Description	Issue Date
1	--	

Keyplan



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CONSTRUCTION DOCUMENTS

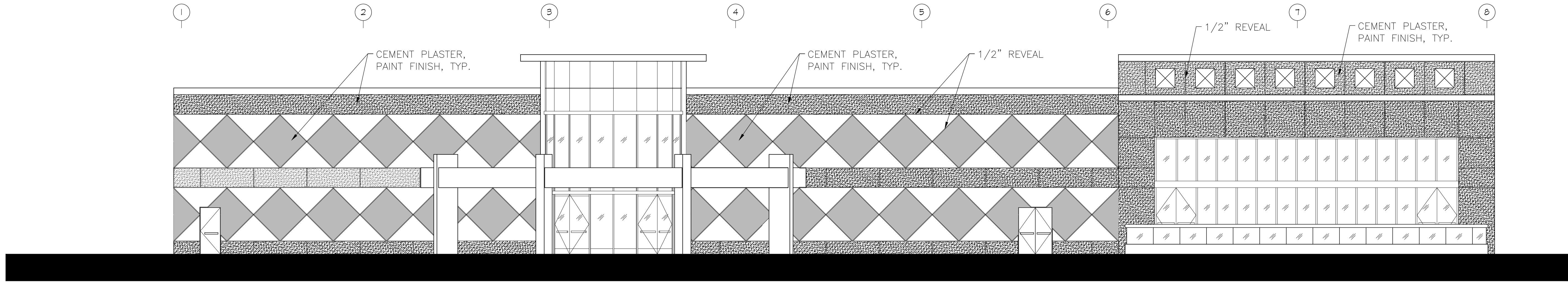
FLOOR FINISH PLAN

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DRAWING NUMBER

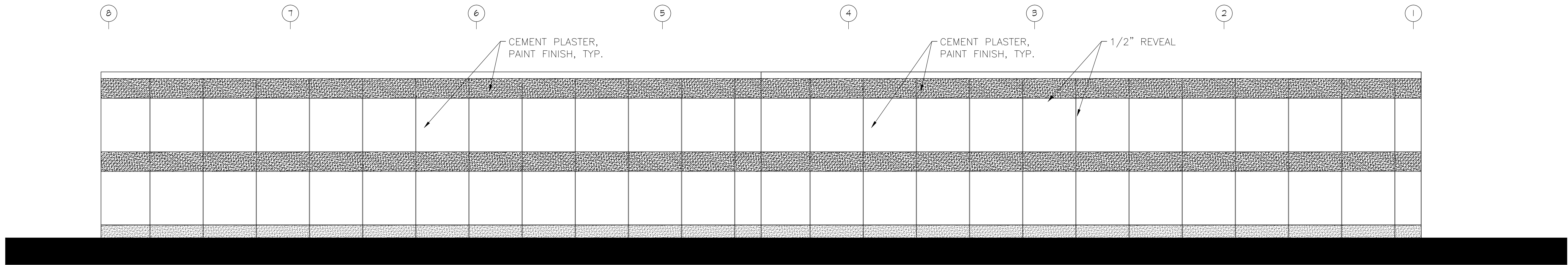
A1.3.3

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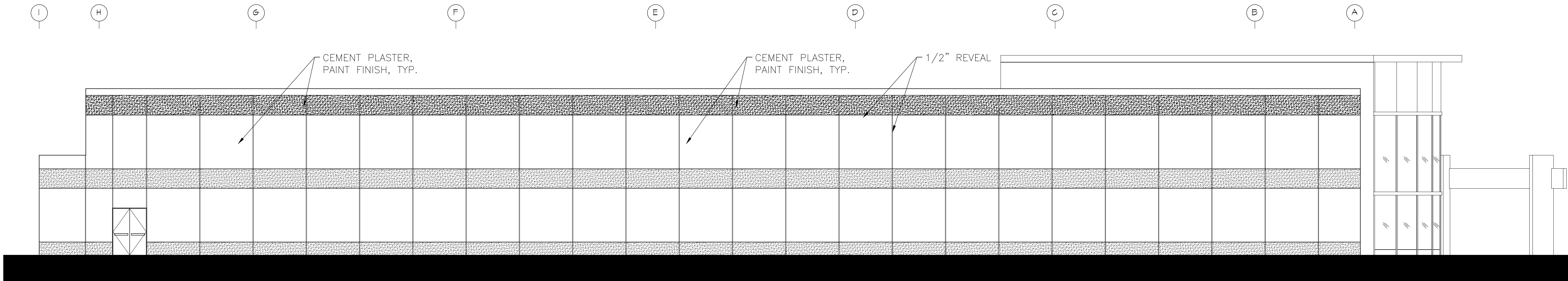
EAST ELEVATION
SCALE: 1/8"=1'-0"

1



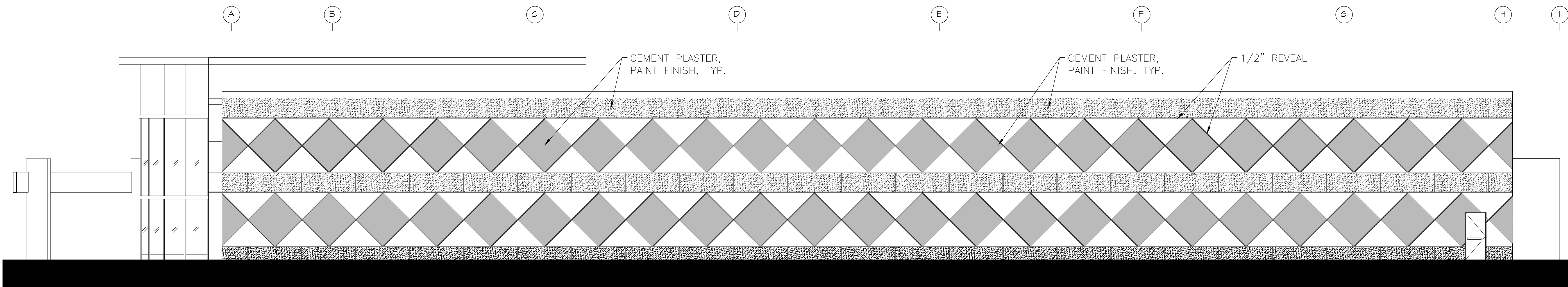
WEST ELEVATION
SCALE: 1/8"=1'-0"

2



SOUTH ELEVATION
SCALE: 1/8"=1'-0"

3



NORTH ELEVATION
SCALE: 1/8"=1'-0"

4

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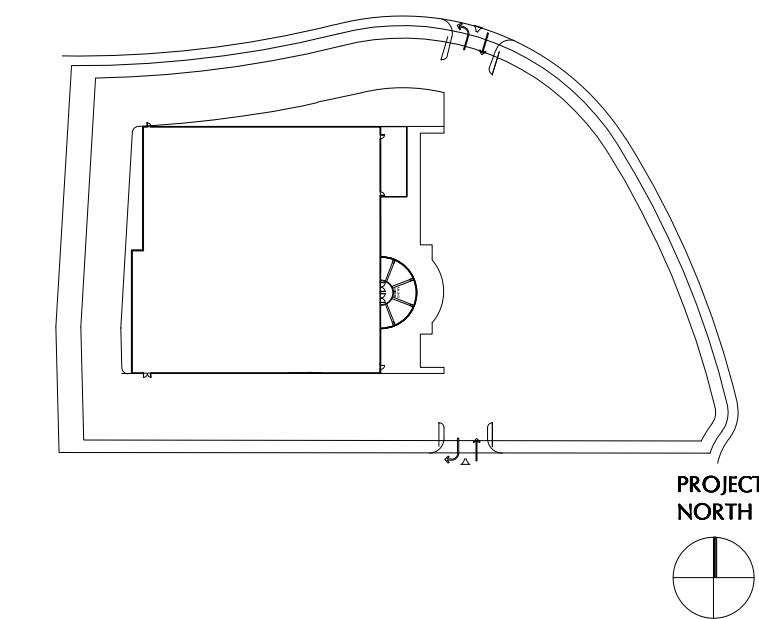
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Issue No.	Description	Issue Date
1	--	

Keyplan



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003.01 Reviewed by: PAUL LEE

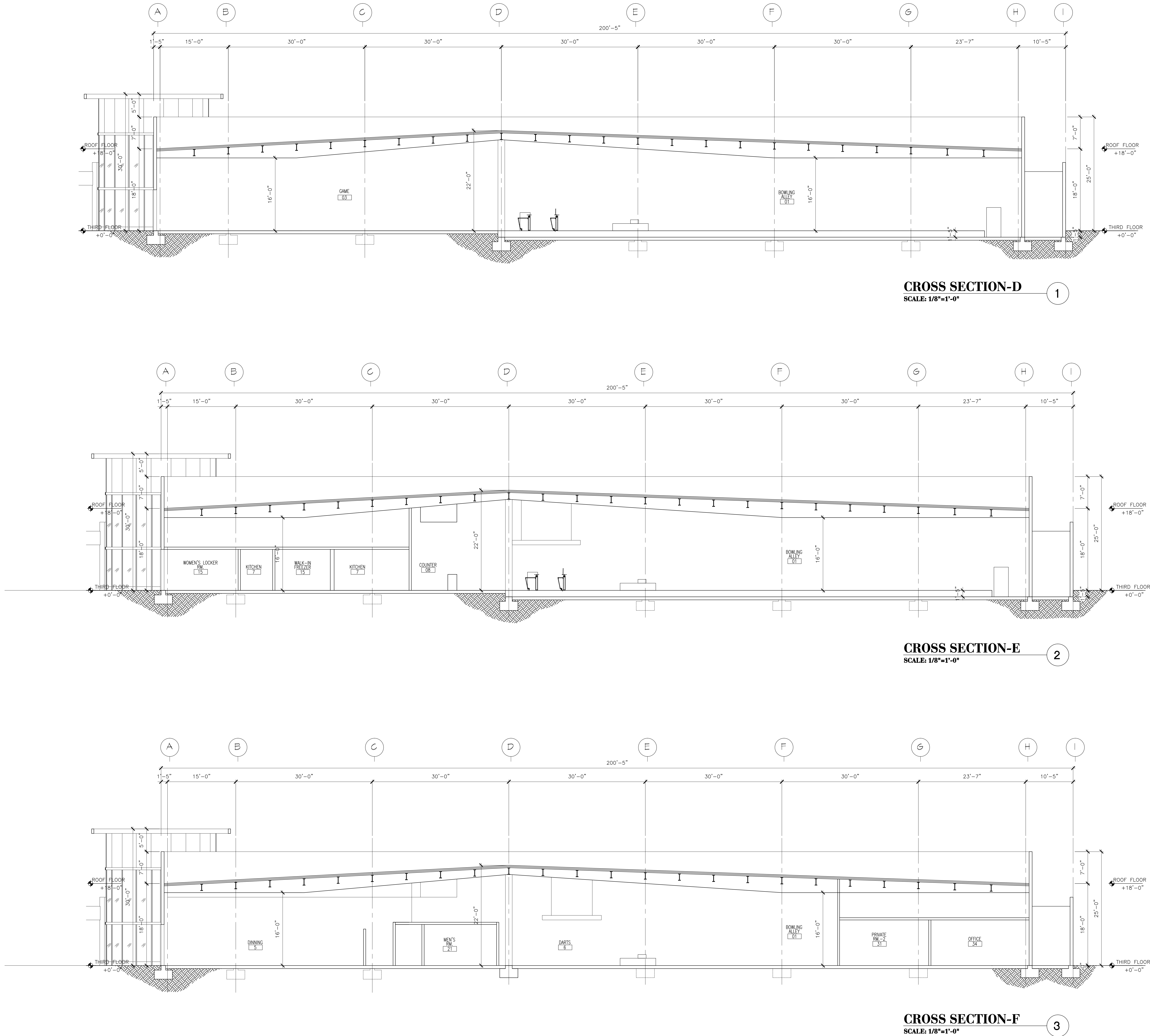
CONSTRUCTION DOCUMENTS

EXTERIOR ELEVATIONS

Scale: 1/8"=1'-0"
Original drawing sheet is 30" x 42"
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DRAWING NUMBER

A2.1

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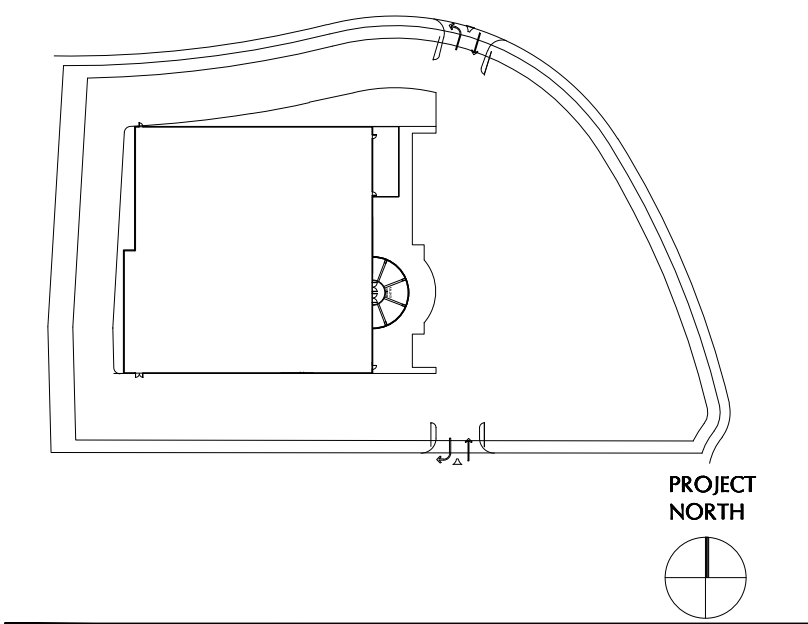
ARCHITECTS:
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Issue No.	Description	Issue Date
1	--	--

Keyplan

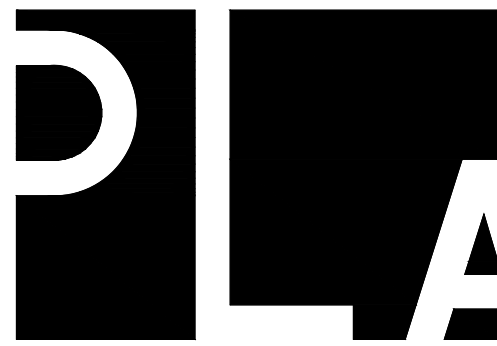


MAI Project Number 003.01 Drawn by: DONG KIM
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CONSTRUCTION DOCUMENTS

BUILDING SECTION

Scale: 1/8"=1'-0"
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Scale Accordingly If Reduced
DRAWING NUMBER



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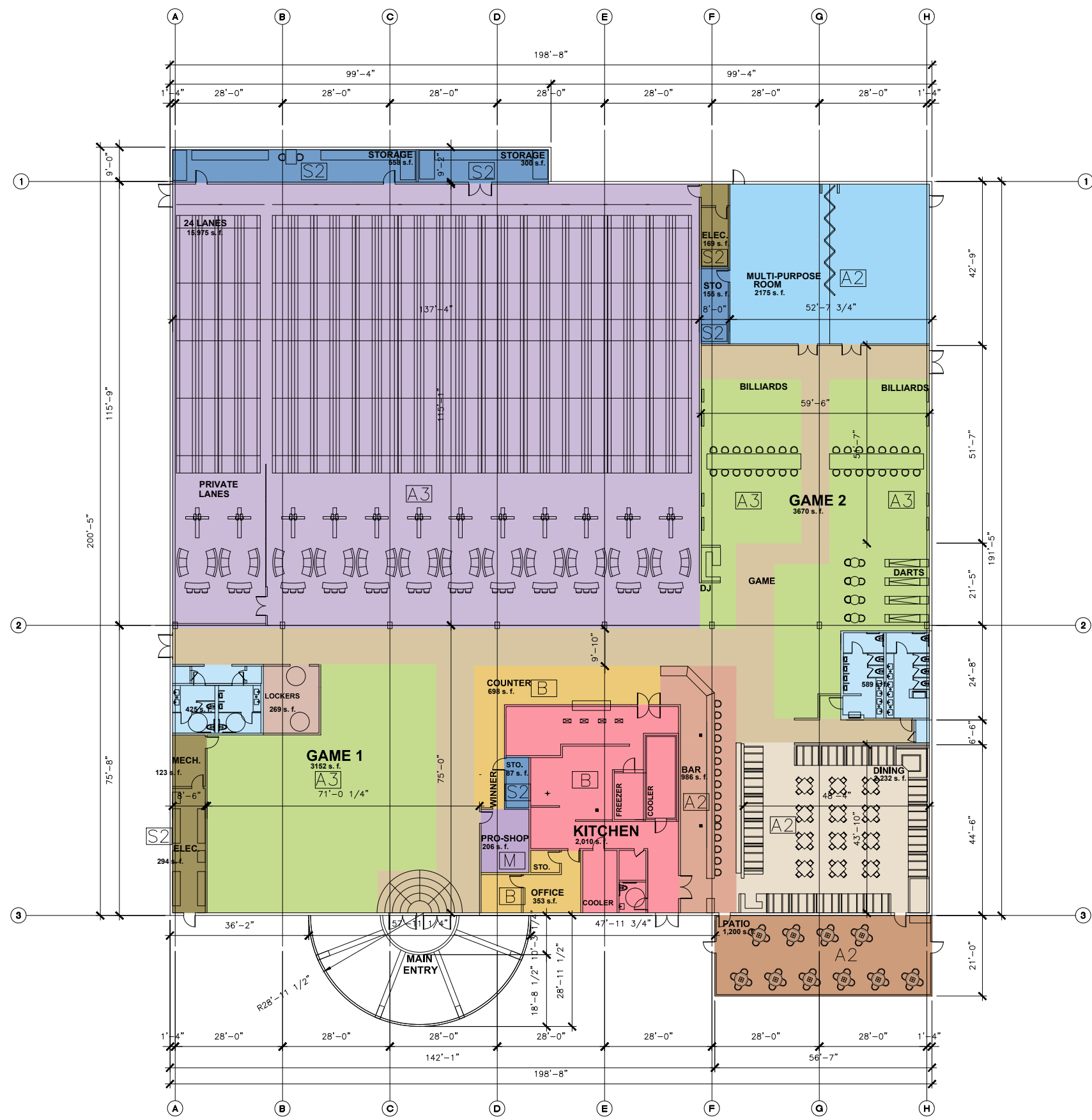
Issue No.	Description	Issue Date

Project Number	Drawn by:
003.01	Reviewed by: Paul Lee

CONCEPTUAL DRAWINGS

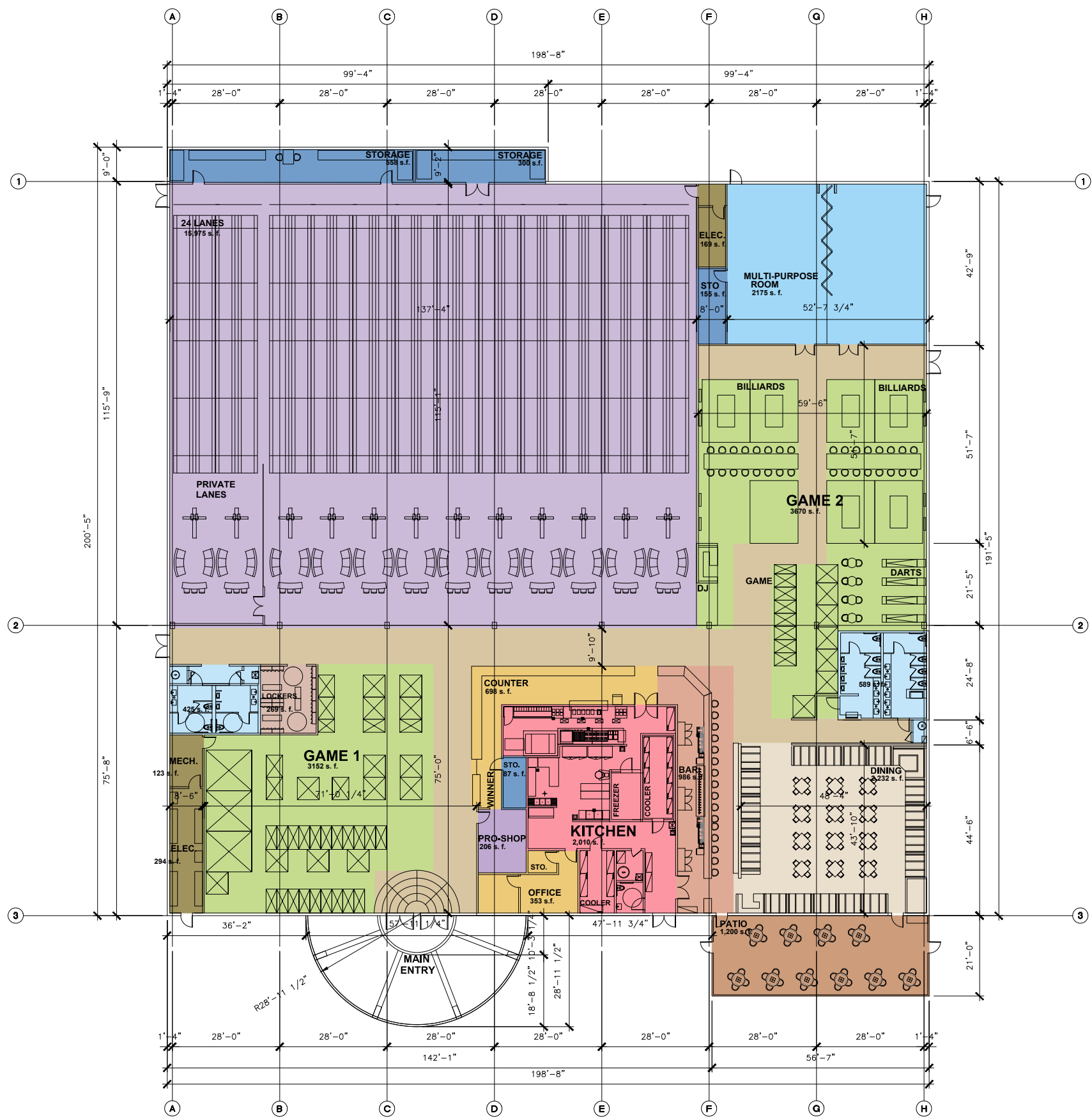
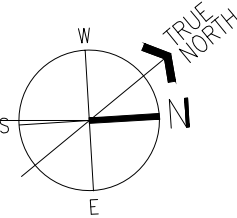
Scale:
Original drawing sheet is 24 " x 36 " Scale Accordingly If Reduced
DRAWING NUMBER

A-1.0



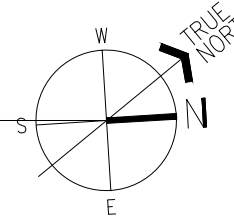
CODE PLAN

Scale: 1/32" = 1'-0"



FLOOR PLAN

Scale: 1/32" = 1'-0"



PROJECT INFORMATION

PROJECT OWNER:

CITY OF ALAMOGORDO

BUILDER:

C.D.R. CONSTRUCTION INC.
P.O. BOX 158, ALAMOGORDO, NM 88310
TEL: 575-434-8775

PROJECT ADDRESS:

MESA VILLAGE DRIVE, ALAMOGORDO, NM 88311

LEGAL DESCRIPTION:

LOT 4-A MESA VILLAGE UNIT 1 REPLAT A
SW1/4 SECTION 12, T 16 S, R 9 E, NMPM
ALAMOGORDO, OTERO COUNTY, NEW MEXICO

LOT AREA:

3.416 ACRES

ZONING CLASSIFICATION

C-3

APPLICABLE CODES

INTERNATIONAL BUILDING CODE	2009
INTERNATIONAL FIRE CODE	2009
UNIFORM MECHANICAL CODE	2009
UNIFORM PLUMBING CODE	2009
NATIONAL ELECTRIC CODE	2011
AMERICAN NATIONAL STANDARDS INSTITUTE A117	2003
NEW MEXICO COMMERCIAL BUILDING CODE	2009
CITY OF LAS CRUCES BUILDING CODE	2012

OCCUPANCY CLASS:	A
CONSTRUCTION TYPE:	II-B
SEISMIC ZONE:	C
FIRE SPRINKLER:	SPRINKLED

CODE SUMMARY

PROJECT SUBMITTED UNDER 2009 I.B.C.

OCCUPANCY CLASSIFICATION: MIXED USED

MULTI-PURPOSE ROOM	A2	2175 SQ. FT.
RESTAURANT	A2	2232 SQ. FT.
BAR	A2	986 SQ. FT.
BOWLING ALLEY	A3	15975 SQ. FT.
AMUSEMENT ARCADES	A3	6784 SQ. FT.
OFFICES & MANAGEMENT	B	1051 SQ. FT.
COMMERCIAL KITCHEN	B	2010 SQ. FT.
PRO-SHOP	M	208 SQ. FT.
STORAGE	S2	1685 SQ. FT.

WALLS, CIRCULATION & SIMULTANEOUS USE 5817 SQ. FT.

TOTAL BUILDING AREA:	A2	38921 SQ. FT.
OUTDOOR PATIO		1200 SQ. FT.

CONSTRUCTION TYPE: II-B (SPRINKLED)

BUILDING AREA: 38921 SQ. FT.

ALLOWABLE FLOOR AREA PER IBC - TABLE 503:

NEW CONSTRUCTION : OCCUPANCY A2/A3 = 9500 SQ. FT.

AREA INCREASE ALLOWED PER SECTION 506

FRONTAGE AREA INCREASE:
If=100 (F/P-0.25) W/30 = 100 (1-0.25) 30/30 = 75%
(BUILDING FRONTAGE IS GREATER THAN 20 FEET ON ALL SIDES,THEREFORE F/P = 1).

AUTOMATIC SPRINKLER AREA INCREASE = 300% PER SECTION 506.3

ALLOWABLE TOTAL AREA:

9500+7125+28500 = 45,125 SQ. FT

CONSTRUCTION TYPE II-B REQUIREMENT PER IBC TABLE 601:

PRIMARY STRUCTURAL FRAMES:	0-HR
EXTERIOR BEARING WALLS:	0-HR
INTERIOR BEARING WALLS:	0-HR
ROOF/CEILING CONSTRUCTION:	0-HR
NONBEARING WALLS:	0-HR

OCCUPANT LOAD PER TABLE 1004.1.2

MULTI-PURPOSE ROOM (1/15)	2175 SQ. FT.	145
RESTAURANT (24" LINEAR BOOTH LENGTH, 1/15)	195	35
BAR	35	623
BOWLING ALLEY (5 PER LANE, 1/7)	623	620
AMUSEMENT ARCADES (1/11)	6784 SQ. FT.	11
OFFICES & MANAGEMENT (1/100)	1051 SQ. FT.	11
COMMERCIAL KITCHEN (1/200)	2010 SQ. FT.	7
PRO-SHOP (1/30)	208 SQ. FT.	6
STORAGE (1/300)	1685 SQ. FT.	6
LOCKER ROOM (1/50)	269 SQ. FT.	6
OUTDOOR PATIO (1/15)	1200 SQ. FT.	80

TOTAL OCCUPANT LOAD = 1739

* EGRESS WIDTH REQUIRED - 0.2" PER OCCUPANT
0.2" x 1739 = 347" (540" PROVIDED)

* MAX. EXIT ACCESS TRAVEL DISTANCE - 250'
ACTUAL MAX. TRAVEL DISTANCE - 179' (OK)

* 1 HR RATING REQUIRED FOR ALL CORRIDORS SERVING
AN OCCUPANT LOAD 30

* 50' MAX DEAD-END CORRIDOR (OK)

* 4 BUILDING EXITS REQUIRED (9 PROVIDED)

PLUMBING FIXTURE REQUIREMENTS: TABLE 2902

SPACE	OCC. LOAD	FIXTURES	LAV.
MULTI-PURPOSE ROOM	145	2 (1/75)	1 (1/200)
RESTAURANT	195	3 (1/75)	1 (1/200)
BAR	35	1 (1/40)	1 (1/75)
BOWLING ALLEY (623)	312(M)	2.5 (1/125)	2 (1/200)
	312(F)	4.8 (1/65)	2 (1/200)
AMUSEMENT ARCADES(620)	310(M)	2.5 (1/125)	2 (1/200)
	310(F)	4.8 (1/65)	2 (1/200)

"B" OFFICES & MANAGEMENT			
COMMERCIAL KITCHEN	22	1 (1/125)	1 (1/40)
PRO-SHOP	7	1 (1/500)	1 (1/750)
STORAGE	6	1 (1/100)	1 (1/100)
LOCKER ROOM	6	1	
OUTDOOR PATIO	80	2 (1/75)	1 (1/200)

TOTAL FIXTURES = 27 16

REST ROOM FIXTURES REQUIRED:

TOILETS/URINALS LAVATORIES		
MALE	11	
FEMALE	16	8
TOTAL	27	16

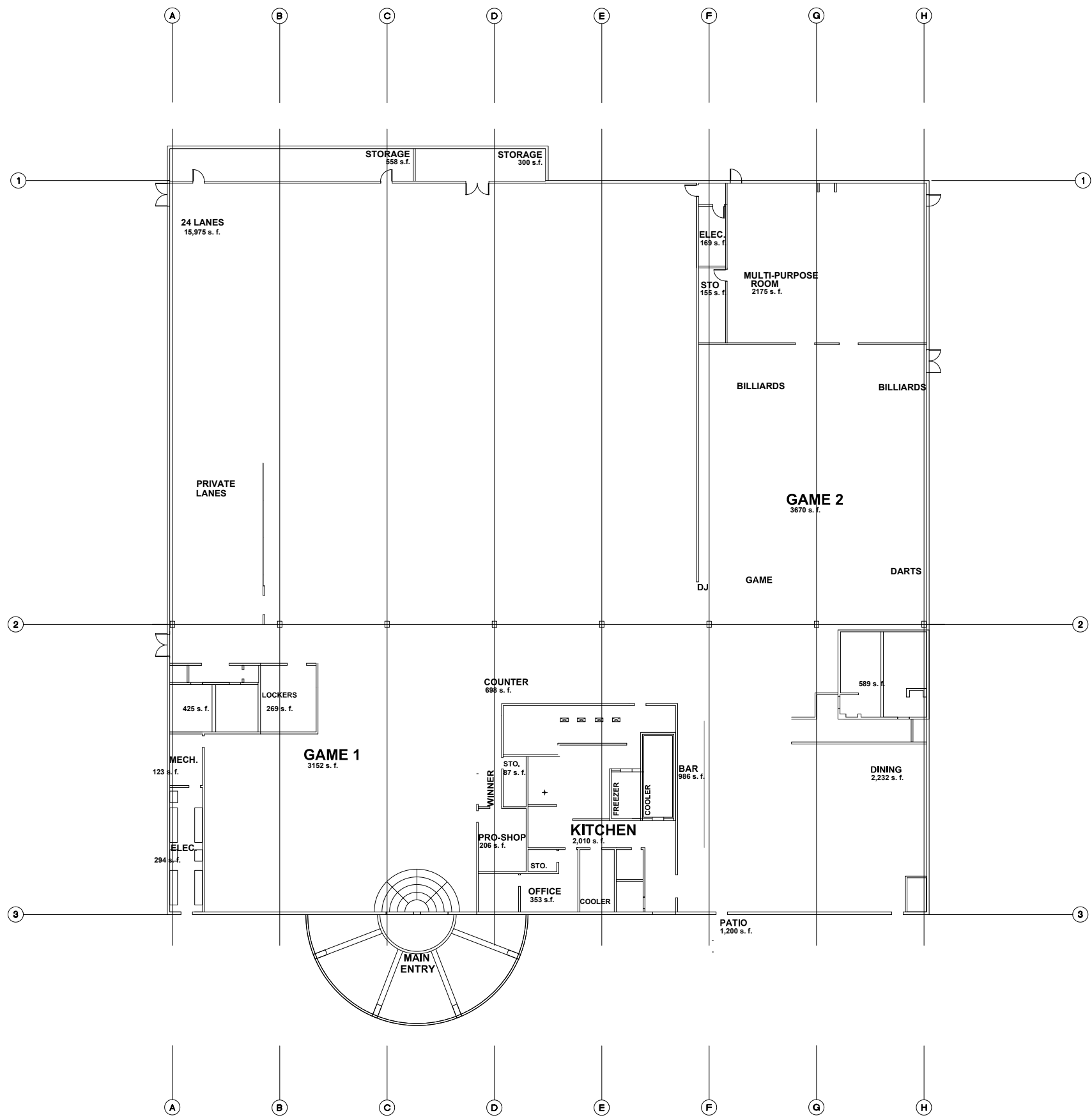
REST ROOM FIXTURES PROVIDED:

TOILETS URINALS LAVATORIES		
MALE	4	6
FEMALE	6	8
TOTAL	10	14

UNISEX TOILET	1	1
BUILDING TOTAL	11	15

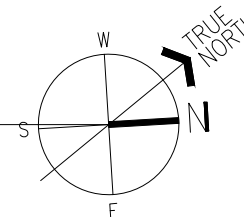
OTHER PLUMBING FIXTURES:

REQUIRED	PROVIDED
DRINKING FOUNTAINS	-
SERVICE SINKS	1



REFLECTED CEILING PLAN

Scale: 1/32" = 1'-0"



Not FOR CONSTRUCTION

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 11.

Submitted By: Stephen Thies, City Attorney

Subject: Consider, and act upon, a request from Mr. Tyler Johnson for refund of payment of a Utility Lien placed on 2305 Baylor Avenue. (*Stephen Thies, City Attorney*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Approve payment refund

Background: Tyler Johnson bought the property located at 2305 Baylor Avenue. The deed was recorded with the Otero County Clerk's Office on October 15, 2014.

The city placed a lien on this property on December 15, 2014 for past due water and sewer services in the amount of \$665.75. Mr. Johnson was in the process of selling this property when he discovered the Lien. Mr. Johnson paid off the lien in order to complete the sale of the property.

Mr. Johnson is now requesting a refund of the lien payment since the lien was placed before he purchased the property.

The total amount paid was \$832.41. This amount includes \$50.00 filing fee and \$116.66 interest.



City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date June 7, 16'

Date of Meeting: _____

Name: Tyler Johnson

Address: 1000 Hwy 70 W

Alamogordo ZIP 88510

Phone Number: (575) 430-7120

E-Mail Address: tylerjohn@latmval.com

Item requested will be for: (Please check one)

- | | | |
|---|--------------------------------------|--|
| ☐ Information only | ☐ Action Item | ☐ Discussion/Action |
| ☐ Public Hearing | ☐ Report | ☐ Other: _____ |

Brief description of topic to be discussed

Please attach one original of any documents pertaining to the topic.
We do not allow handouts at the meeting

I am requesting a refund on a lien that
did not belong to me.

Signature

Please return to: Nancy Jacobs, CMC, City Clerk
City of Alamogordo
1376 E 9th Street
Alamogordo, NM 88510

Phone: (575) 439-4205 Fax: (575) 439-4396 Email: njacobs@alamogordo.nm.us

Revised 3/27/10

WHEN RECORDED MAIL TO:
Alamogordo Title Company
1100 New York Ave, Suite A
Alamogordo, NM 88310

REC DATE: 10/15/14 REC TIME: 10:48:18 AM INSTR#: 201407467 CLK
OTERO COUNTY, DENISE GUERRA COUNTY CLERK PAGE 1 OF 2

File No. 20140688

NEW MEXICO SPECIAL WARRANTY DEED

FHA Case No: 361-311714
2305 Baylor Avenue
Alamogordo, NM 88310

Known All Men By These Presents:

That SECRETARY OF HOUSING AND URBAN DEVELOPMENT (hereinafter referred to as "Grantor") for and in consideration of the sum of TEN DOLLARS AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration to him/her in hand paid, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto, Tyler Johnson, sole ownership, single owner

Whose address is 1000 Hwy 70W, Alamogordo, NM 88310

All the following described property situated in the County of Otero, State of New Mexico, to wit:

Lot 10, Block 407, DYER SUBDIVISION, Alamogordo, Otero County, New Mexico

BEING the same property acquired by the Grantor pursuant to the provisions of the Natural Housing Act, as amended (12 U.S.C. 1701 et. seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531 et. seq.).

To Have and To Hold the above described property, together with all and singular the rights and appurtenances thereunto in any way belonging, unto, Tyler Johnson, their heirs and assigns forever.

Subject to and as Affected by, however, all covenants, easements, restrictions, reservations, conditions and rights appearing of record; and subject to any state of facts which an accurate survey would show.

GRANTOR hereby binds himself/herself, his/her successors and assigns to WARRANT and forever DEFEND, with the exceptions stated above, all and singular, the said property unto said purchaser(s), his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under grantor, but not otherwise.

This deed is not to be in effect until: OTERO 10/12/14

IN WITNESS WHEREOF, the undersigned has set his/her hand seal as principal and/or officer of HomeTelos, LP (Asset Manager) for and on behalf of the Secretary of Housing and Urban Development, under the Redlegation of Authority published at 77 Fed. Reg. 37252, Page 37258 (June 20, 2012.)

Witnesses:
Development

Secretary of Housing and Urban

HomeTelos, LP as Asset Manager
Contractor for C-OPC-23040

By: _____

For HUD by: _____

John McDuffee, Project Manager

(Type or Print Name)

SPECIAL WARRANTY DEED

(CONTINUED)

State of Texas

County of Dallas

Before me, the undersigned authority, on this day personally
appeared John McDuffee (Title) of HOMETELOS, LP, whose name is subscribed to
the foregoing instrument dated _____, by virtue of the above cited authority, and
acknowledged to me that he/she executed the same for and on behalf of the Secretary of Housing and
Urban Development, for the purposes and consideration therein expressed.

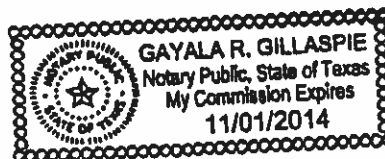
Given under my hand and seal the 10th day of October, 2014 A.D.

Notary Public, State of Texas

Printed Name: GAYALA R. GILLASPIE

My commission expires: _____

(SEAL)



361-3117141

UTILITY LIEN PAYOFF

Prepared By: DMURPHY
 Address: 2305 Baylor
 Lien#: 1404
 Acct#: 93175-18540

Date: 5/16/2016
 Lien filed: 12/15/2014
 Name: HUD

Interest: 12% 0.000328767 per day

12/15/2014	\$	665.75	\$116.66	533
	\$	665.75		

\$	665.75	Lien amt
\$	50.00	filing fees
\$	116.66	interest
\$	832.41	total due

PAYOFF GOOD THROUGH: 5/31/2016

Dorothy
2305 Baylor

CITY OF ALAMOGORDO, NEW MEXICO
 R E P R I N T
 *** CUSTOMER RECEIPT ***
 Oper: SREYES Type: OC Drawer: 1
 Date: 5/26/16 01 Receipt no: 117173
 Customer Location Name Amount
 93175 18540 FEGURGUR, JOSEPH
 UP UTILITY PAYMENT
 \$832.41
 Remaining balance: \$166.66-
 Tender detail
 CK CHECK \$832.41
 Total tendered \$832.41
 Total payment \$832.41

Trans date: 5/26/16 Time: 15:21:15
 THANK YOU AND HAVE A NICE DAY

PLEASE MAKE CHECK PAYABLE TO "CITY OF ALAMOGORDO"

City Attorney's Office
 CITY OF ALAMOGORDO
 1376 E. Ninth Street
 Alamogordo, NM 88310

5/16/2016

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN that the City of Alamogordo, New Mexico ("City"), by and through its Clerk, claims a lien upon the below-described property.

1. The lien is established under City ordinances codified as §§28-02-120 and 28-03-060, *Code of Ordinances of the City of Alamogordo, New Mexico* and under §§3-23-6 and 3-26-2 NMSA 1978 (As Amended).
2. The purpose of the lien is to recover unpaid charges for water, sewer services provided by the City.
3. The name of the owner and the property against which the lien is **Housing & Urban Development**, whose address is 625 Truman St. NE, Albuquerque, NM 87110.
4. The property against which the lien is established is described as follows:
Dyer, Lot 10, Block 407 of the City of Alamogordo, County of Otero, State of New Mexico having the street address of 2305 Baylor Avenue, Alamogordo, NM 88310.
5. The Principal amount of the lien is \$665.75.
6. The lien is established for services provided during the period from 11/9/11 to 8/28/12 (account #93175-18540).
7. The principal amount of the lien shall bear interest at the rate of twelve (12%) percent per year from the date of filing of the Notice of Lien unless otherwise provided by law.

CITY OF ALAMOGORDO, NEW MEXICO,
a New Mexico municipal corporation

By: *Renee L. Cantin*

RENEE L. CANTIN, CITY CLERK

STATE OF NEW MEXICO)
) ss.
OTERO COUNTY)

The foregoing Notice of Lien was acknowledged before me this 8th day of December 2014, by Renee L. Cantin, City Clerk of the City of Alamogordo, New Mexico, a New Mexico municipal corporation, on behalf of said corporation.

My commission expires: 11/5/2015

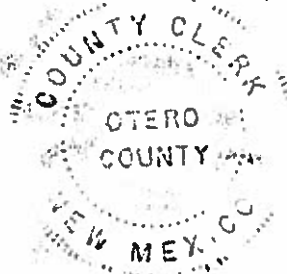
Deborah Murphy
Notary Public

APPROVED AS TO FORM:

Stephen P. Thies
Stephen P. Thies, City Attorney

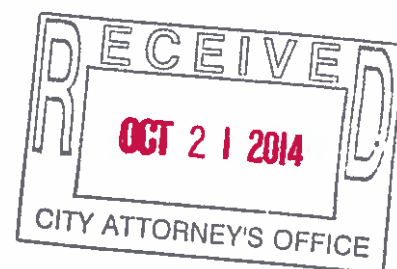
APPROVED AS TO AMOUNT:

Sue Asho Project Analyst
Helen Viscarra-Reno, Assistant Finance Director



1404

To: Stephen Thies, City Attorney
From: Stephanie Reyes, Utility Billing Collections Clerk
Date: October 17, 2014
Thru: Armando Ortega, Customer Service Manager
Re: Delinquent account; 2305 Baylor Ave



PLEASE PLACE A LIEN AGAINST THE PROPERTY LISTED BELOW:

PROPERTY OWNER INFORMATION

Secretary Of Housing And Urban Development
 625 Truman St NE
 Albuquerque, NM 87110

PROPERTY ADDRESS

2305 Baylor Ave

LEGAL DESCRIPTION

Subd: DYER Lot: 10 Block: 407

TENANT OCCUPIED HOME WHEN DEBT WAS INCURRED

Account Name: Joseph Fegurgur
 Account Number: 93175-18540
 Start Date: 10/3/2011 Term Date: 8/28/2012

BREAKDOWN OF CHARGES

TIME PERIOD

Bill:	12/21/2011	Service:	11/9/2011 to 12/8/2011	\$	54.78
Late Charge:	1/18/2012			\$	10.00
Bill:	1/19/2012	Service:	12/9/2011 to 1/10/2012	\$	54.78
Payment:	2/14/2012			\$	(60.00)
Late Charge:	2/17/2012			\$	10.00
Off Cycle Bill:	2/22/2012	Service:	1/11/2012 to 2/8/2012	\$	86.64
Payment:	2/29/2012			\$	(60.00)
Payment:	3/1/2012			\$	(65.20)
Gov Grs Rct Tax:	3/5/2012			\$	(1.55)
Del Proc Fee:	3/5/2012			\$	(31.00)
Bill:	3/21/2012	Service:	2/9/2012 to 3/9/2012	\$	59.61
Late Charge:	4/17/2012			\$	10.00
Bill:	4/18/2012	Service:	3/10/2014 to 4/9/2012	\$	60.97
Late Charge:	5/15/2012			\$	10.00

BREAKDOWN OF CHARGES**Continued**

Bill:	5/23/2012	Service:	4/10/2012 to 5/8/2012	\$	58.24
Late Charge:	6/19/2012			\$	10.00
Bill:	6/20/2012	Service:	5/9/2012 to 6/8/2012	\$	70.53
Late Charge:	7/17/2012			\$	10.00
Bill:	7/18/2012	Service:	6/9/2012 to 7/9/2012	\$	101.40
Late Charge:	8/14/2012			\$	10.00
Off Cycle Bill:	8/23/2012	Service:	7/10/2012 to 8/8/2012	\$	88.06
Deposit Refund:	8/29/2012			\$	(140.00)
Final Bill:	8/29/2012	Service:	8/9/2012 to 8/28/2012	\$	118.49

Subtotal	\$	465.75
Admin Fee	\$	200.00
Total	\$	665.75



City of Alamogordo



September 26, 2014

Secretary Of Housing And Urban Development
625 Truman St NE
Albuquerque, NM 87110

RE: *Tenant(s):* *Joseph Fegurgur*
 Account Address: *2305 Baylor Ave*
 Account Number: *93175 - 18540*
 Service Dates: *10/03/11 - 08/28/12*

Dear Property Owner:

The Utility Billing Department sent notices informing your tenant of the past due amount of \$465.75. The city has made every effort to collect from the tenant. However, the tenant has failed to pay the past due amount. Under §3-23-6 NMSA 1978, the property owner is responsible for any debt incurred by them or their tenant.

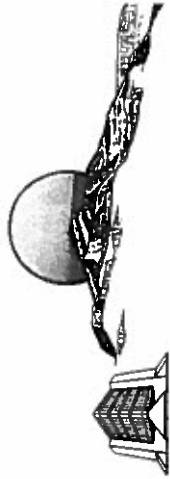
The City desires to give you every opportunity to make payment. Please remit payment of \$465.75 or make payment arrangements with the Utility Billing Department within ten (10) days from the date of this letter. If you do not comply with this request, the account will be turned over to the City Attorney's Office and a lien will be placed against your property for the amount owed plus \$200.00 administration fee.

Please contact me at (575) 439-4370 or (575) 439-4260 as soon as possible to discuss this matter.

Sincerely,

Stephanie Reyes
Utility Billing Collections Clerk

Certified mail, return receipt requested
7008 1140 0004 6326 8783



City of Alamogordo

1376 E. NINTH STREET
ALAMOGORDO, NEW MEXICO 88310-5938

Utility Billing Collections Dept

Amk

Secretary Of Housing And Urban Development
625 Truman St NE
Albuquerque, NM 87110

7008 1140 0004 6326 8783

OCT 01 2014

FIRST-CLASS MAIL

Hasler

09/26/2014

US POSTAGE

\$06.48⁰⁰



ZIP 88310
011D11633948



NIXIE 871 FE 1009 0009/28/14

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 88310585576 *1710-10433-26-39

87110333410 05855



Owner Information

Owner Name SECRETARY OF HOUSING
& URBAN DEVELOP
Mailing Address1 625 TRUMAN ST NE
Mailing Address2
City ALBUQUERQUE
State NM
Zip 87110
Owner ID N115S17
Owner Number 36219
Account Number R013908

Property Description

Property Address 2305 BAYLOR
 Subd: DYER Lot: 10 Block:
Legal Descript 407
Neighborhood A7
Account Number R013908
Previous ID 01-04356

Deeds

Description
BK 202 PG 56
BK 1213 PG 0400-1-AFF/D CERT
BK 1213 PG 0399-DURAN
200712424-ALMAGER
201310128-SPECIAL MASTER to BANK OF AMERICA
201401015-BANK OF AMERICA to SECRETARY OF HUD

Parcel Summary

Land Value
\$8,568.00
Impr Value
\$88,866.00
Full Value
\$97,434.00
Taxable Value
\$32,478.00

Mobile Summary

PropValue
\$0.00
Mobile Taxable
\$0.00

Total Full Value

Taxable
Total Exemptions
\$0.00
Net Taxable Value
\$32,478.00

Taxes

Bill # 13032072
Year 13
Original Amount \$804.12
Total Due \$804.12

Exemptions

ExemptionType	Amount
---------------	--------

Land Segments

SegNo	Description	Size	TaxYear
0	S-Family Res Lot	60 x 100	2014

Residential Buildings

Build No	Description	Year Built	Stories	Gross Living Area	Baths	Beds	Construction	Roof Cover	Heating	Cooling	Quality	TotalRooms
1	Single Family Residence	1960	1	1536	1.00	3	Wood Frame	HIP SHINGLE	FORCED CIRCULATION	Evaporative Cooling	Average Quality	6.00

Other Improvements

Item No	Description	Length	Width	Area Units	Impr Value
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Commercial Buildings

Build No	Description	Year Built	Stories	Gross Area	Class	Quality	Story Height	HVAC	Extr Walls	DBA	Tax year
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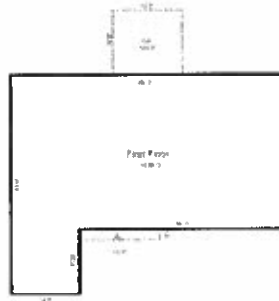
Mobile Homes

Licence Plate	Serial No	Make	Year Built	Length	Width	Area	Size
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Photograph:



Sketch:



Maps:



AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/22/2016

Report No: 12.

Submitted By: Nancy Jacobs, City Clerk

Subject: Appointments to Boards and Committees. (*Richard Boss, Mayor*)

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Airport Advisory Board.

Background:

Airport Advisory Board. One (1) vacancy. Staff Liaison - Veronica Ortega
(*Opening due to the expiring term of Manuel Gonzales Jr.*)

The following individual is interested in being appointed:

Manuel Gonzales Jr. - if appointed this will be his second term.

Airport Zoning Board. Three (3) vacancies. Staff Liaison -Veronica Ortega
(*Opening due to the expiring term of Darron Williams and the resignation of Frank Nelson and Paul Vigneault.*) No nominations received.

Alamogordo Disability Council. One (1) vacancy. Staff Liaison - Edward Balderrama
(*Openings due to the expiring terms of Rita Martinez*) No nominations received.

Community Development Advisory Committee. Five (5) vacancies. Staff Liaison - Stella Rael
(*Opening due to the expiring term of Bruce Knee, Tony Alger and Melanie Hall and the resignation of Eddie Kemp and Arthur Alterson*)
No nominations received.

Housing Authority Advisory Board. Two (2) vacancies. Staff Liaison - Evelyn Huff
(*Opening due to the expiring term of Kandace Daugherty and the resignation of Angela Mauldin*) No nominations received.

Mayors Committee on Aging. Three (3) vacancies. Staff Liaison – Britney Courtier
(*Openings due to the resignation of Dawn Lewis, David Day and Josephine Chavez*)
No nominations received.

Promotion Board. One (1) tourism related vacancy. Staff Liaison - Jan Waffull (*Opening due to the resignation of Kathleen Beall*) No nominations received.

Public Library Board. One (1) vacancy. Staff Liaison – Melissa Garcia (*Opening due to the expiring term of Joann Reynolds*) No nominations received.

Senior Volunteer Programs Advisory Council. Four (4) vacancies. Staff Liaison - Julie Baker (*Openings due to the expiring term of, Angela Axtolis and the resignations of William Whitley and Thomas Rich V.*) No nominations received.

AIRPORT ADVISORY BOARD

RECEIVED

JUN 6 2016

CITY CLERK

City of Alamogordo
APPLICATION TO SERVE ON A
CITY BOARD/COMMITTEE

Name: Manuel Gonzales, Jr. (Manny)
Home Phone: 575-437-7219 Work Phone: 575-437-6910 (x 107)
Cell Phone: 575-430-7219 Fax No: 575-437-7219
e-mail address: mgonzalesjr@gmail.com
Physical Address: 5 Briarwood Court, Alamogordo NM 88310
Is the above address within City limits? Yes ☐ No ☒ (*)
Mailing Address: 5 Briarwood Court, Alamogordo NM 88310
Present Employer: Charles, Garland & Harris Insurance Agency Job Title: Agent / Manager

Board/Committee you wish to serve on:

First choice: AIRPORT ADVISORY BOARD

Second choice: N/A

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes ☒ No ☐ If so, what is their relation to you? NEPHEW

Are you related to any Elected Official of the City of Alamogordo?

Yes ☐ No ☒ If so, what is their relation to you? _____

Experience and education relating to the Board/Committee:

(A) License: Private Pilot - Single Engine Land, with Sail-Plane (Glider)
Rating

(B) Current Member of Airport Advisory Board with Term Expiring
July 31, 2016

Please indicate your interest in serving on a City Board/ Committee:

I have a strong background in business, management and
Public Service. I have always had a Genuine Interest in General Aviation,
and believe that Alamogordo-Whitesand Regional Airport has Great Potential
For Economic Development in Otero County

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (505)439-4205
FAX: (505)439-4396

(*) I own Property in City Limits located at 420 Ninth St., Alamogordo NM

AGENDA REPORT

CITY OF ALAMOGORDO

CITY COMMISSION

Meeting Date: 06/28/2016

Report Date: 6/24/2016

Report No: 13.

Submitted By: Nancy Jacobs, City Clerk

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss: purchase, acquisition or disposal of real property (Scenic Drive Extension), threatened or pending litigation (Wendy Irby vs. City of Alamogordo), and limited personnel matters (City Manager applicants preliminary selection). **(Roll Call Vote required)**

Fiscal Impact:

Amount Budgeted:

Fund:

Additional Fiscal Impact:

Recommendation:

Background: