

**PROJECT  
MANUAL**

Curry County Livestock Pavilion  
Curry County | Clovis, New Mexico

Project No: 23-0003  
Owner's Project No: 2022/23-11



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**Project Manual**

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**Volume 1 of 3**

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06/09/2023

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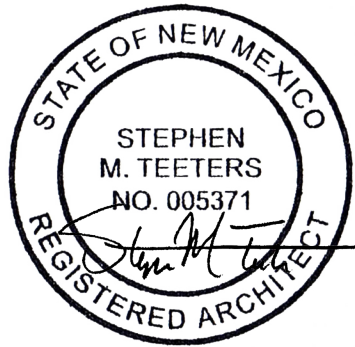
*100% Construction Documents*

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CERTIFICATION PAGE

The technical material and data contained in this Project Manual were prepared under the supervision and direction of the undersigned, whose seal and affirmation as a Professional Architect licensed to practice in the State of New Mexico, are affixed below.



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STEPHEN M. TEETERS  
Registered Architect in the State of New Mexico  
License No. 005371  
209 Gold Ave SW  
Albuquerque, New Mexico 87102

**SECTION 00 0103 - PROJECT DIRECTORY**

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

## 1.02 OWNER:

- A. Name: Curry County

- 1. Address Line 1: 417 Gidding Street, Ste #100.
- 2. City: Clovis.
- 3. State: New Mexico.
- 4. Zip Code: 88101.
- 5. Telephone: 575-763-6016.
- 6. Fax:575-763-3656.

- B. Primary Contact: All correspondence from the Contractor to the Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.

- 1. Title: County Manager.
- 2. Name: Lance A. Pyle.
- 3. Email: lpyle@currycounty.org.

## 1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.

- 1. Company Name: Formative Architecture.
  - a. Address Line 1: 209 Gold Ave. SW.
  - b. City: Albuquerque.
  - c. State: New Mexico.
  - d. Zip Code: 87102.
  - e. Telephone: (505-510-4600).
- 2. Primary Contact:

- a. Title: Project Architect.
  - b. Name: Stephen Teeters.
  - c. Email: [stephent@formativearchitecture.com](mailto:stephent@formativearchitecture.com).
- B. Civil Engineering Consultant:
1. Company Name: Lydick Engineers & Surveyors.
    - a. Address Line 1: 205 East 2nd Street.
    - b. City: Clovis.
    - c. State: New Mexico.
    - d. Zip Code: 88101.
    - e. Telephone: 575-762-3771.
    - f. Fax:575-762-9093.
  2. Primary Contact:
    - a. Title: Civil Engineer.
    - b. Name: Robert C. Lydick.
    - c. Email: [chad@lydickengineers.com](mailto:chad@lydickengineers.com).
- C. Structural Engineering Consultant:
1. Company Name: Luchini Trujillo Structural Engineers, Inc..
    - a. Address Line 1: 4110 Wolcott Ave NE, Ste C.
    - b. City: Albuquerque.
    - c. State: New Mexico.
    - d. Zip Code: 87109.
    - e. Telephone: 505-424-3232.
  2. Primary Contact:
    - a. Title: Structural Engineer.
    - b. Name: Eric D. Trujillo.
    - c. Email: [eric@ltseng.com](mailto:eric@ltseng.com).
- D. Mechanical Engineering Consultant - Plumbing:
1. Company Name: Bridgers & Paxton Consulting Engineers.
    - a. Address Line 1: 4600-C Montgomery Blvd NE.
    - b. City: Albuquerque.
    - c. State: New Mexico.
    - d. Zip Code: 87109.
    - e. Telephone: 505-883-4111.

2. Primary Contact:
  - a. Title: President / Mechanical Engineer.
  - b. Name: Richard Reif.
  - c. Email: RJReif@bpce.com.
- E. Mechanical Engineering Consultant - HVAC:
  1. Company Name: Bridgers & Paxton Consulting Engineers.
    - a. Address Line 1: 4600-C Montgomery Blvd NE.
    - b. City: Albuquerque.
    - c. State: New Mexico.
    - d. Zip Code: 87109.
    - e. Telephone: 505-883-4111.
  2. Primary Contact:
    - a. Title: President / Mechanical Engineer.
    - b. Name: Richard Reif.
    - c. Email: RJReif@bpce.com.
- F. Electrical Engineering Consultant:
  1. Company Name: Bridgers & Paxton Consulting Engineers.
    - a. Address Line 1: 4600-C Montgomery Blvd NE.
    - b. City: Albuquerque.
    - c. State: New Mexico.
    - d. Zip Code: 87109.
    - e. Telephone: 505-883-4111.
  2. Primary Contact:
    - a. Title: President / Mechanical Engineer.
    - b. Name: Richard Reif.
    - c. Email: RJReif@bpce.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

**END OF SECTION**

**PROJECT** | Curry County Livestock Pavilion  
**MANUAL** | Curry County | Clovis, New Mexico

**VOLUME ONE**

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# County of Curry



**Invitation to Bid No. 2022/23-11**

## **Construction of New Livestock Pavilion**

**Issue Date:  
June 14, 2023**

**Mandatory Notice to Owner of Intent to Bid Form Due:  
June 27, 2023**

**BID Due:  
July 14 2023  
Time: 2:00 p.m.**

**Curry County Administration Office  
417 Gidding St., Suite 100  
Clovis, NM 88101  
Attn: Finance Department/Procurement Office**



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On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for the Construction of a New Livestock Pavilion at the Curry County Fairgrounds in Clovis, NM 88101.

**IMPORTANT:  
BIDS ARE DUE BY July 14, 2023 AT 2:00 P.M.**

BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH CURRY COUNTY'S PROCUREMENT PROVIDER, VENDOR REGISTRY. REGISTRATION AND ACCESS TO ALL DOCUMENTS IS FREE OF CHARGE. TO REGISTER, PLEASE VISIT THE LINK: [FREE VENDOR REGISTRATION](#). BIDS WILL BE TIME-STAMPED IN THE VENDOR REGISTRY SYSTEM WHEN BIDDER SUBMITS. THE BIDDER WILL RECEIVE AN EMAIL OF THE SUBMISSION FOR THEIR RECORDS. SUCH ELECTRONIC SUBMISSION WILL BE CONSIDERED SEALED BIDS IN CONFORMANCE WITH STATUTE.

**WE LOOK FORWARD TO YOUR BID SUBMISSION.**

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT BY EMAIL AT [lschlimm@currycounty.org](mailto:lschlimm@currycounty.org) IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.**

**BIDS MUST BE SUBMITTED ELECTRONICALLY**

Lorraine Schlimm  
Curry County Purchasing Agent

## **PROPOSAL DOCUMENTS** **Drawings, Specifications**

Bidders are responsible for printing of copies of drawing and specifications at their own expense. Copies of Bid Documents including: Instructions to Bidders, bidding forms, and other contract documents, including plans, project manual, etc. to be used in connection with the submission of bids may be examined at:

Formative Architecture  
209 Gold Ave. SW  
Albuquerque, NM 87102  
Phone: 505-510-4600

Potential Offeror's must return the **Mandatory "Notice to Owner of Intent to Bid" Form, in order to submit a bid for the Project.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This requirement is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the ITB documents, and written answers to inquiries. This mandatory form must be received by Curry County no later than 5:00 pm on June 27, 2023

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Offeror prior to award of contract.

A completed Subcontractor Listing Form, pursuant to 13-4-31 through 13-4-42 NMSA 2018 must accompany each BID. Subcontractor listing form must comply with the Subcontractor's Fair Practices Act (13-4-31 to 13-4-42, NMSA 2018).

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000.00) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

The Bid Documents contain a timeline for completion of the work and imposes liquidated damages against the selected Contractor for failure to complete the work within the time period stated in the Contract.

No Offeror may withdraw his/her/its bid for a period of **30 days** after the actual date of the opening thereof.

The Owner intends to award this Project to the highest scoring Offeror in accordance with this Invitation to Bid. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Offeror whose Bid it deems to be in the best interest of the Owner.

Curry County Administration  
Bid No. 2022/23-11 Construction of New Livestock Pavilion  
Code #90930

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A **Mandatory Pre-Bid Meeting** is scheduled for June 23, 2023 at 2:00 pm. Pre-Bid meeting is mandatory for the General Contractors. Subcontractors are encouraged to attend but are not required. The Pre-Bid meeting will be held at:

LOCATION: Curry County Commission Chambers  
417 Gidding Street  
Clovis, New Mexico, 88101  
(A site visit will be conducted following the Pre-Bid Meeting.)

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**APPENDIX A**  
**MANDATORY "NOTICE TO OWNER OF INTENT TO BID**  
**BID NO. 2022/23-11**

By signing this "Mandatory Notice to Owner of Intent to Submit a Bid" the undersigned agrees that he/she has received a complete copy of the ITB. Bids will only be accepted from those Offerors who sign and return this Appendix A. Only potential Offerors who elect to return this form completed with the intention of submitting a bid will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any ITB amendments that may be issued. **All other responses will be rejected as non-responsive.**

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, [lschlimm@currycounty.org](mailto:lschlimm@currycounty.org), Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on: **June 27, 2023.**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
(Printed Name & Title)

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Person authorized to sign for Firm**

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**ALTERNATE CONTACT PERSON/INFORMATION:** \*This name and address may be used for all correspondence related to the ITB if the Representative indicates herein.

**NAME:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail Address of Alternate Contact:** \_\_\_\_\_

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**PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:**

\_\_\_\_\_ Firm **DOES INTEND** to respond to this ITB

\_\_\_\_\_ Firm **DOES NOT INTEND** to respond to this ITB

**SPECIFIC CONDITIONS**

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Bids must be received by July 14, 2023 at 2:00 p.m. Mountain Time. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

**1. CRITERIA FOR AWARD**

Award shall be based on the lowest responsible bid prices which meet specifications. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.

**2. GUARANTEED PERFORMANCE**

The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

**SCOPE OF SERVICES**

The project includes demolition of existing structures, site improvements and construction of a 57,216 square foot building. The General Contractor selected shall perform the work as described in this solicitation and according to Drawings and Specifications prepared by Formative Architecture--Architects. A summary of services the General Contractor shall perform to complete the Project, include, but are not limited to, the following:

- a. Planning, supervision and timely completion of the Project
- b. Prepare, monitor, and maintain the established Project schedule including scheduling and phasing the Work to allow for continuous operation of the existing County facilities
- c. Material procurement, delivery, and storage
- d. Submittals and Project documentation
- e. Manage construction labor and materials
- f. Coordinate with Owner direct labor, subcontractors, and Owner furnished equipment suppliers, if applicable
- g. Manage site access, safety, security, and quality control
- h. Manage testing and inspections
- i. Coordination of all utility inspections
- j. Project close-out and inspection

## **INSTRUCTIONS TO BIDDERS**

### **1. EXAMINATION OF BID DOCUMENTS AND SITE**

1. Before submitting a Bid, each Offeror must:
  - A. Examine the Bid Documents thoroughly;
  - B. Visit the site to familiarize himself/herself with local conditions that may in any manner affects cost, progress, or performance;
  - C. Familiarize himself/herself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
  - D. Study and carefully correlate the Offeror's observations with the Bid Documents.
2. On request, the County will provide each Offeror access to the site to conduct such investigations and tests as each Offeror deems necessary for submission of his Bid.
3. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bid Documents.
4. The submission of a Bid will constitute an incontrovertible representation by the Offeror that he/she has complied with every requirement of this Section and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

### **2. BID DOCUMENTS**

#### **1. COPIES OF BID DOCUMENTS**

- 2.1.1. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents
- 2.1.2. The Owner and the Architect/Engineer, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### **2. SUBSTITUTE MATERIAL AND EQUIPMENT**

- 2.2.1. The contract, if awarded, will be on the basis of material and equipment equal to products designated in the drawings or described in the specifications. For purposes of submitting a bid, product prior approval is not required unless specifically requested under the section where specified. All products used must meet or exceed that specified in the specifications and construction documents. Any and all substitutions must be submitted for shop drawing review by the Architect/Engineer prior to construction as required by Section 01 2500 Substitution Procedures.

### **3. ADDENDA**

- 2.3.1. Addenda will be delivered to all who attend the mandatory pre-bid conference and signed in with name, company name, email address, phone number and returned the mandatory Notice to Owner of Intent to Bid form.
- 2.3.2. Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose
- 2.3.3. Addenda will be issued no later than four days prior to the date for receipt of bids, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids.

### 3. PROJECT CONTACTS

Any questions regarding this Invitation to Bid must be submitted to the Purchasing Agent/Chief Procurement Officer listed below. The County will only consider questions submitted in writing by Offerors regarding the ITB, including requests for clarification and request to correct errors.

Written questions/requests must be submitted no later than 2:00 PM (Mountain Daylight Time) on June 30, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the below email address will be considered. Oral questions/request will not be considered. Written oral questions/requests submitted to any other Department or contract will not be considered.

Lorraine Schlimm  
Curry County Assistant Finance Director/Chief Procurement Officer  
417 Gidding St. Suite 100  
Clovis, NM 88101  
Email: lschlimm@currycounty.org

### 4. BID SECURITY

Each offeror shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA 2018.

### 5. PERFORMANCE BOND

This (performance bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid prices. This bond is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

**6. PAYMENT BOND**

This (payment bond) shall be required on any contract awarded in excess of twenty-five thousand dollars (\$25,000.00). The successful offeror shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (A)(1) of NMSA 2018.

**7. PRE-BID CONFERENCE AND WALKTHROUGH**

**A Mandatory Pre-Bid Meeting will be held.** The Mandatory Pre-Bid Meeting will be held June 23, 2023 at 2:00 pm at the Commission Chambers at 417 Gidding. The purpose of a Pre-Bid meeting is to review the Bid documents, including the Scope of Work, Response Format, Schedule, and Bid requirements. **Attendance at the Pre-Bid meeting is mandatory for General Contractors.** Subcontractors are encouraged to attend but are not required. It is highly suggested that appropriate Offeror staff attend to better understand the Bid for Construction process and the Owner's expectations. A site visit will be conducted following the Pre-Bid Meeting.

**8. SUBCONTRACTORS**

The listing threshold for subcontractors for this project is \$65,675.00 and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 2018. There shall be only one subcontractor listed for each classification. If subcontractors change according to bid options/bid lots-accepted than list the subcontractors and the bid lots where they are to be used. Refer to Section 01 2310 Bid Lots.

The County reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of this ITB and this Contract. The offeror agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as the offeror is for the acts and omissions of persons directly employed by the offeror. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and Curry County.

The offeror may be required to establish the reliability and responsibility of the proposed subcontracts or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule and may also be required to require performance and payment bonds of some or all subcontractors in conformance with section 13-4-37 NMSA 2018.

The offeror shall list the Subcontractors he/she proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bid Documents. Pursuant to Chapter 18, Laws of 1988, 2nd Session; as follows:



**“AN ACT**  
RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR  
FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**13-4-31            SHORT TITLE**

Section 1 through 12 of this Act may be cited as the "Subcontractors Fair Practices Act".

**13-4-32            LEGISLATIVE FINDINGS**

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among Contractors and Subcontractors and lead to insolvencies and loss of wages to employees.

**13-4-33            DEFINITIONS**

As used in the Subcontractors Fair Practices Act:

**A.** "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;

**B.** "subcontractor" means a contractor who contracts directly with the contractor;

**C.** "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;

**D.** "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and

**E.** "using agency" means any state agency or local public body requiring services or construction.

**(F.) (added for clarity from 13-4-13.1)** "listed subcontractor" means a subcontractor who is currently registered with the labor and industrial commission.

**13-4-34            LISTING OF SUBCONTRACTORS; REQUIREMENTS**

**A.** Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including bid lots, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid

opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

(1) The name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(2) The category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

**B.** A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

**C.** This section does not apply to second tier subcontractors, material suppliers or subcontractors whose contract is less than the greater of the listing threshold as indicated in Subsection A of this section.

#### **13-4-35**

##### **EXEMPTION**

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

#### **13-4-35.1**

##### **APPLICATION OF ACT**

The Subcontractors Fair Practices Act shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

#### **13-4-36**

##### **SUBSTITUTION OF SUBCONTRACTOR**

**A.** No Contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the Contractor;

- (2) When the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;
- (3) When the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;
- (4) When the subcontractor listed in the original bid fails or refuses to perform his subcontract;
- (5) When the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;
- (6) When a bid lot accepted by the using agency causes the listed subcontractor's bid not to be low;
- (7) When the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;
- (8) When the listed subcontractor fails or refuses to meet the bond requirements of the contractor; and,
- (9) When it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the Construction Industries Division of the Regulation and Licensing Department.
- (10) When it determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

**B.** Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five (5) working days' notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

**C.** No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

**D.** No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:

(1) The contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) The contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

#### **13-4-37 BOND REQUIREMENTS**

**A.** It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

**B.** In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefore, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code (59A-1-1 to 59A-1-18, NMSA 2018) and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section 13-4-36, NMSA 2018. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

(1) Specifies that the expense for the bond shall be borne by the subcontractor; and

(2) Clearly specifies the amount and requirements of the bond.

#### **13-4-38. FAILURE TO SPECIFY SUBCONTRACTOR**

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act, the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 2018.

**13-4-39. INADVERTENT CLERICAL ERROR**

**A.** The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall within four (4) working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

**B.** Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

**C.** The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

**(1)** The contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening;  
or

**(2)** Affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

**D.** If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

**13-4-40. EMERGENCY SUBCONTRACTING**

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

**13-4-41. PENALTIES**

**A.** When a contractor violates any provision of the Subcontractors Fair Practices Act except Section 13-4-34 NMSA 2018, the using agency shall:

**(1)** In the case of a contractor who substitutes another subcontractor in violation of Section 13-4-36 NMSA 2018, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

**(2)** In the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section 13-4-36 NMSA 2018, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor;  
or

**(3)** In the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section 13-4-38 NMSA 2018, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

**B.** Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

**C.** In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

**D.** A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

**E.** A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

**F.** Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

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**13-4-42. COVERAGE OF HOME RULE MUNICIPALITIES**

Any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico is expressly denied authority to legislate regulation of the subject matter covered in the Subcontractors Fair Practices Act that conflicts with the provisions of that act.

**13-4-43. DISPUTE RESOLUTION**

Once the using agency has determined the existence of a valid claim under the provisions of the Subcontractors Fair Practices Act, the using agency or agent of the using agency may:

**A.** Hold a public hearing for the purpose of providing an informal resolution of the dispute by preparing a "form of dispute" which shall be available to all parties. The form shall state concisely, in numbered paragraphs, the matter at issue or dispute which the complainant expects to be determined. The agent or the using agency shall evaluate the issues presented by both sides of the dispute and render a decision within ten days after the hearing, and provide the parties with a written copy of the decision by certified mail, return receipt requested; or

**B.** Refer the matter in dispute to be resolved through arbitration.”

**END OF SUBCONTRACTORS FAIR PRACTICE ACT**

**9. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Offeror must complete and sign the Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Curry are Commissioners Fidel Madrid, Brad Bender, Dusty Leatherwood, Robert Thornton and Seth Martin; Treasurer Kendall Kempf, Assessor Randa Jesko, Clerk Anastasia Hogland, Sheriff Mike Reeves, or Probate Judge Hollie Barnett.

**10. SELECTION PROCESS**

**BID OPENING**

Competitive bids will be accepted until July 14, 2023 at 2:00 p.m. In the wake of the Covid-19 public health emergency and to minimize public health risk, bids must be submitted electronically through Curry County’s procurement provider, vendor registry. Registration and access to all documents is free of charge. To register, please visit:

<https://www.currycounty.org/?splash=https%3a%2f%2fvrapp.vendorregistry.com%2fVendor%2fRegister%2fIndex%2fcurry-county-nm-vendor-registration&isexternal=true>

Bids will be time-stamped in the vendor registry system when bidder submits. The bidder will receive an email of the submission for their records. Such electronic submission will be considered sealed bids in conformance with statute.

## **1. NOTICE OF AWARD AND CONTRACT NEGOTIATIONS**

- 10.1.1.** The award may be made to the bidder(s) providing a responsive, responsible bid that meets and satisfies all of the requirements herein and results in the lowest overall cost to the County. When determining the lowest responsive bid, the normal services hours will be used. If there are multiple bidders with the same rate, emergency call out rates and material mark-up will be considered. The award will be made by the Curry County Commission at their regularly scheduled meeting or at a meeting called for the purpose of the award or other special meeting. Bid prices must be good for thirty (30) days subsequent to date of opening.

## **11. POST-AWARD INFORMATION**

### **1. SUBMITTALS TO COUNTY/ARCHITECT/ENGINEER**

Within five (5) days after Notice of Award, the required bonds and certificates of insurance shall be submitted.

### **2. EXECUTION AND APPROVAL OF CONTRACT**

- 11.2.1.** The Contract shall be signed by the successful proposer and returned, together all required bonds and certificates of Insurance, within five (5) calendar days of the date of Notice of Award. No contract shall be effective until it has been fully executed by all of the parties thereto.

### **3. NOTICE TO PROCEED**

- 11.3.1.** The County will issue a written Notice to Proceed to the Offeror stipulating the date from which Contract time will be charged and the date contract time is to expire, subject to valid modifications of the Contract authorized by Change Order.

### **4. FAILURE TO EXECUTE CONTRACT**

- 11.4.1.** Failure to return the signed Contract with acceptable contract bonds and certificates of insurance within five (5) calendar days after the date of the Notice of Award shall be cause for cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.



## 5. CONSTRUCTION TIME

- 11.5.1.** The Contract will include a stipulation that Substantial Completion is to be completed **on or before June 30, 2024.**

## 6. LIQUIDATED DAMAGES

- 11.6.1.** The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly, burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of five hundred dollars (\$500) per day will be imposed against the offeror and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the Architect as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

## 7. CONTRACT CHANGES

- 11.7.1.** Work shall be subject to change by additions, deletions, or revisions made by the County. County shall notify Offeror of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written order.
- 11.7.2.** Whenever the work is changed by addition, deletion, or revision by County, an equitable adjustment in the Contract Price or the contract time is appropriate. Offeror shall submit to Architect and the County within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract Price and Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Offeror, plus reasonable amounts for overhead and profit.
- 11.7.3.** Offeror shall not perform any change in the work or allow any change in the contract price or the contract term, until and unless the County Manager or the Board of County Commissioners has approved the same in writing. Upon receipt of such written notice of change from the County, Offeror shall diligently perform the change in strict accordance with the contract and the change order.

## 12. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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The agreement for the work will be the Contract for General Construction of Livestock Pavilion Project between County and Contractor.

### **13. WARRANTY**

Offeror shall provide County with a full one (1) year warranty on the project, commencing on the date of substantial completion of work and running for a period of twelve (12) months thereafter. During this twelve (12) month warranty period, offeror shall make monthly visits to the property and provide any and all necessary and/or recurring maintenance and repairs, correct and/or replace such other areas of concern as are identified in writing by the County.

### **14. CHIEF PROCUREMENT OFFICER CONTRACT**

Any questions for this Invitation to Bid should be submitted to the Purchasing Agent/Chief Procurement Officer below. The County will only consider questions submitted in writing by Offerors regarding the ITB, including requests for clarification and request to correct errors.

Only written questions/requests sent to the below email address will be considered. Oral questions/request will not be considered. Written oral questions/requests submitted to any other Department or contract will not be considered.

Written questions/requests must be submitted no later than 2:00 PM (Mountain Daylight Time) on June 30, 2023 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents. Questions received after this date may not be answered.

Lorraine Schlimm  
Curry County Purchasing Agent/Chief Procurement Officer  
417 Gidding St. Suite 100  
Clovis, NM 88101  
Email: lschlimm@currycounty.org

### **15. PROTEST**

Any offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the County's Chief Procurement Officer in accordance with the requirements of the County's Procurement Regulations and the State Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 2018).

In the event of a timely protest under this section, the Chief Procurement Officer and the County shall not proceed further with the procurement unless the Chief Procurement Officer makes a determination that the award of Agreement is necessary to protect substantial interests of the County (§ 13-1-173 NMSA 2018).

The Chief Procurement Officer shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This

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authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§ 13-1-174 NMSA 2018).

The Chief Procurement Officer or designee shall promptly issue a determination relating to the protest. The determination shall

- i) State the reasons for the action taken; and
- ii) Inform the protestant of the right to judicial review of the determination pursuant to § 13-1-183 NMSA 2018.
- iii) A copy of the determination issued under § 13-1-175 NMSA 2018 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§ 13-1-176 NMSA 2018).

## 16. SEQUENCE OF EVENTS

This section of the ITB outlines and describes the major events of the Selection Process.

### SEQUENCE OF EVENTS (TENTATIVE)

1. Issue ITB (Publish Legal Ad) June 14, 2023
2. **Mandatory** Pre-Bid Conference June 23, 2023
3. **Mandatory** "Notice to Owner of Intent to Bid" June 27, 2023 at 5:00 pm  
Deadline to receive Notice of Intent to Bid.
4. Last day for Questions June 30, 2023  
from Potential Bidders Deadline to submit written questions
5. Last day to issue Addenda July 5, 2023  
to Potential Offerors
6. Submission of Bids July 14, 2023 at 2:00 pm  
Submission Deadline
7. Notice of Intent to Award to Contractor & Negotiations July 14, 2023
8. County Commission Award and Contract Approval July 25, 2023
9. Begin Work/Ground Breaking 10 days from issuance of Notice to Proceed or receipt of building permits, whichever is greater.

## 17. INSURANCE

- 17.1.1.** County is a New Mexico governmental entity and as such, has insurance covering the County property including the Fairgrounds property. County also has insurance in place to cover exposure County may have as a result of its operation of the Fairgrounds.
- 17.1.2. Certificates of Insurance.**  
The Contractor shall provide certificates of insurance acceptable to County evidencing compliance at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until expiration of the period for correction of Work.
- 17.1.3. Deductibles and Self-Insured Retentions.**  
The Contractor shall disclose to County any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.
- 17.1.4. Additional Insured Obligations.**  
To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) County, the Architect, and the Architect's consultants as additional insured's for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) County as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the County's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.
- 17.1.5. Contractor's Required Insurance Coverage.**  
The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in New Mexico where the Livestock Pavilion Project is located. The Contractor shall maintain the required insurance until the expiration of one (1) full year after substantial completion, unless a different duration is stated below:
- 17.1.6. Commercial General Liability**  
Commercial General Liability insurance for the Livestock Pavilion Project written on an occurrence form with policy limits of not less than \$2,000,000.00 each occurrence, \$10,000,000.00 general aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

- A) Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- B) Personal injury and advertising injury;
- C) Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- D) Bodily injury or property damage arising out of completed operations;
- E) and
- F) The Contractor's indemnity obligations under the General Conditions.

The policy must include the interests of the owner, contractor, and sub-contractors of all tiers.

The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

- A) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- B) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- C) Claims for bodily injury other than to employees of the insured.
- D) Claims for indemnity arising out of injury to employees of the insured.
- E) Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.
- F) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- G) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a Livestock Pavilion Project.
- H) Claims related to roofing, if the Work involves roofing.
- I) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- J) Claims related to earth subsidence or movement where the Work involves such hazards.
- K) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000.00 per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverage's required herein, and in

no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers ' Compensation at statutory requirements.

Commercial General Liability with policy limits not less than \$2,000,000.00 each occurrence, and \$10,000,000.00 general aggregate policy limit.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractors shall procure Pollution Liability insurance, with policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 general aggregate.

Contractor shall carry Builder's Risk Insurance in the minimum amount of the total contract price. Contractor and Owner shall be named as additional insured's and said policy(ies) shall cover the interests of any and all of Contractors, Sub-contractors and suppliers if their supplies, products or material have been delivered to the Construction Site or any of the designated holding/staging area. Said Builder's Risk Insurance shall cover the County's existing buildings and structures to which the addition, alteration, improvement or repair covered in this contract. Said coverage shall include coverage for any collapse, scaffolding, construction forms, and other temporary structures; debris removal, pollutant clean-up and removal, demolition cost coverage and other general areas of coverage for all areas of Contractor's work on the Livestock Pavilion Project and any and all materials, equipment and supplies that Contractor will use at any point in the completion of the Livestock Pavilion Project as well as all of the County structures and property where said materials, equipment and supplies will be used and/or installed. Coverage on Builder's Risk Insurance shall begin prior to Contractor performing any work on the Livestock Pavilion Project and shall remain in full force and effect for a period of ninety (90) days after substantial completion unless extended by mutual agreement of County and Contractor.

**Contractor's Other Insurance Coverage**

Insurance selected and described in this Section shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Livestock Pavilion Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 13.5.

- Umbrella - \$2,000,000.00 per occurrence
- Products/Completed Operations \$1,000,000.00 single, \$2,000,000.00 aggregate
- Personal and Advertising injury - \$1,000,000.00 per occurrence

- 
- Bodily Injury/Property Damage insurance (including completed operations) \$1,000,000.00 per occurrence.

The Invitation to Bid and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with New Mexico State laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

## **BID FORM** (Lump Sum)

OFFEROR'S Name and Address:

**BID NO.:** BID-2022/23-11

**PROJECT NAME:**  
**Livestock Pavilion Project**

Telephone:

**LOCATION: Clovis, New Mexico, 88101**

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

This Bid is submitted to County:

**Curry County Administration Office**  
**417 Gidding St., Suite 100**  
**Clovis, NM 88101**  
**Phone: (575) 763-6016**

1. The undersigned Offeror proposes and agrees, if this Bid is accepted, to enter into an agreement with the County in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Invitation to Bid Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Offeror accepts all of the terms and conditions of the Invitation to Bid and Instructions to Offerors, including without limitation those dealing with the disposition of proposal security and other Bid Documents. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. The Offeror shall sign and submit the Agreement between County and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bid Requirements within ten (10) days after the date of the County's Notice of Award.

3. In submitting this Bid, the Offeror represents, as more fully set forth in the Agreement, that:

**A.** The Offeror has examined copies of all the Bid Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**B.** The Bidder has familiarized himself/herself with the nature and extent of the Bid Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;

**C.** The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidder of the extent of the technical data contained in such reports and drawings upon which the Offeror is entitled to rely;

**D.** The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bid Documents;

**E.** The Bidder has given the County written notice of all conflicts, errors, and discrepancies that have been discovered in the Bid Documents, and the written resolution thereof by the County is acceptable to the Bidder;

**F.** This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from Bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;

**G.** The Bidder acknowledges that he/she has attended any Mandatory Pre-Bid conference scheduled by the County or the Architect pertaining to this project;

**H.** The Bidder will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

**(Please use typewriter or print legibly in ink)**

**BASE BID: Livestock Pavilion Project (List the price in words and numbers):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**Additive Bid Lot #1 (Salvage Operations):  
(List the price in words and numbers):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**Additive Bid Lot #2 (Exterior Improvements):**

**(List the price in words and numbers):**

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(\$ \_\_\_\_\_)

**Additive Bid Lot #3 (Exterior Pavement Improvements):**  
**(List the price in words and numbers):**

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(\$ \_\_\_\_\_)

**Additive Bid Lot #4 (Shade Structure):**  
**(List the price in words and numbers):**

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(\$ \_\_\_\_\_)

**Deductive Bid Lot #5 (Reduced Area):**  
**(List the price in words and numbers):**

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(\$ \_\_\_\_\_)

**Additive Bid Lot #6 (Agriculture Building Demolition):**  
**(List the price in words and numbers):**

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(\$ \_\_\_\_\_)

**5. The Bidder agrees that:**

**A.** The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved no later than June 30, 2024, except as hereafter extended by valid written Change Order by the Owner.

**B.** Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Five Hundred Dollars (\$500.00) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may, but are not required to grant an extension of the time if the extension is not a result of what the

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contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

**C.** The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

**D.** It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the Bids.

**6.** The following documents are attached to and made a condition of this Bid:

- A.** Proposal Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,
- C.** Other (list): Offeror's Reference Form, Non-Collusion Affidavit Form, Certification Form, Campaign Contribution Disclosure Form, Certification Regarding Debarment and Suspension, Options Exception or Variations Form, Payment Bond Form, Performance Bond Form

**7.** The terms used in this Bid and the Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bid Documents, have the meanings assigned to them in those Conditions.

**8.** The Offeror is a(n):

**A. INDIVIDUAL;**

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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**B. PARTNERSHIP:**

By: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_

(General Partner's Signature)

Business address: \_\_\_\_\_

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Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

**C. CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By \_\_\_\_\_ Title: \_\_\_\_\_  
(Print Name of Person Authorized to Sign)

\* \_\_\_\_\_  
(Signature of Authorized Person)

If a New Mexico Corporation: \_\_\_\_\_  
NM Certificate of Incorporation Number

If a Foreign Corporation: \_\_\_\_\_  
NM Certificate of Authority Number

Attest (Secretary): \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
FAX: (\_\_\_\_) \_\_\_\_\_

CORPORATE SEAL HERE

or,

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**D. JOINT VENTURE:**

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By \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

By \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

-----  
By \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

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OFFEROR'S REFERENCE FORM

All references must be from customers for whom your company has completed work similar to the specifications of this bid. A valid email address must be provided. Attach additional page if necessary.

References for: \_\_\_\_\_  
(Company Name)

1. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Contact Person Name \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

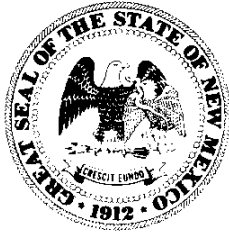
Describe Scope of Work and dates of project/service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**

**AGENT'S AFFIDAVIT**



**THIS FORM MUST  
BE USED BY  
SURETY**

(To be filled in by Agent)

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he /she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in connection with the construction of \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed by Contractor, as principal, and \_\_\_\_\_, as surety, signed by this Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:  
My Commission Expires:

AGENT'S ADDRESS:

Telephone:

**COMBINED  
LIST OF SUBCONTRACTORS  
and  
ASSIGNMENT OF ANTITRUST CLAIMS  
by  
CONTRACTOR, SUBCONTRACTORS,  
SUBSUBCONTRACTORS, and SUPPLIERS**

**EXAMPLE TRADES AND SUPPLIERS:** SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, INSULATING, STUCCO, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, TILE, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Bid as a condition of the ITB and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater pursuant to Section 13-4-34, NMSA 2018.

**Listing Threshold for this Project: \$ 65,675**

a. Subcontractor listing shall be expanded after qualified Bidder if awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Sub-subcontractor.

b. Subcontractor listing shall also be expanded after qualified Offeror if awarded, and before Contract, to include the Department of Workforce Solutions Minimum Wage Act Registration Number. See the Department of Workforce Solutions website at [www.dws.state.nm.us](http://www.dws.state.nm.us) under "Public Works" for registration form, listings and information.

c. See Bid Documents for rules regarding changes in this list after Bid.

**PROJECT NAME: Livestock Pavilion Project**

**INVITATION TO BID: ITB-2022/23-11**

The undersigned agrees that any and all claims which the firm may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

**INVITATION TO BID: ITB-2022/23-11**



# Subcontractor Listing

\*Minimum Wage Act Registration # and Signature not required  
until after BID Deadline, but before Award

<b>TYPE OF WORK</b>	<b>ENTITY NAME</b>	<b>CITY &amp; STATE</b>	<b>Minimum Wage Act Registration # (if over \$50,000) *</b>	<b>SIGNATURE *</b>



**NON-COLLUSION AFFIDAVIT FORM**

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)  
) SS  
)

\_\_\_\_\_, being first duly sworn,  
deposes and says that he is \_\_\_\_\_ (*sole owner, a partner, president, secretary, etc.*) of

the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, proposal depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said proposer in his general business.

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Seal of Notary

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

END OF DOCUMENT

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**BIDDER FORM**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Print Name of Authorized Representative

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Title

---

Signature of Authorized Representative

---

Date

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned hereinafter called "Principal" and \_\_\_\_\_ hereinafter called the "Surety", a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of New Mexico, are held and firmly bound unto hereinafter called "OWNER" in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned hereinafter called "Principal" and \_\_\_\_\_ hereinafter called the "surety" a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of New Mexico, are held and firmly bound unto hereinafter called "OWNER" in the penal sum of \_\_\_\_\_ dollars (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if the said principal shall for a period of one (1) year from the immediately following the completion of said contract and acceptance thereof by the Owner guarantee all work performed under the contract against faulty or defective materials and workmanship at his own expense and at no cost to the Owner, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address



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**BIDDER FORM  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, 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 a local public body during the two 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 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 year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE INVITATION TO BID AND 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 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 unreimbursed 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.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**"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.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Name(s) of Applicable Public Official(s) if any: Fidel Madrid, Dusty Leatherwood, Brad Bender, Robert Thornton, Seth Martin, Anastasia Hogland, Randa Jesko, Kendall Kempf, Mike Reeves, Hollie Barnett.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

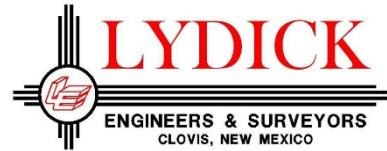
DOCUMENT 00 3119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Lydick Engineers & Surveyors; Limited Asbestos and Lead-Based Paint Survey
- C. Lydick Engineers & Surveyors; Phase I Environmental Site Assessment
- D. Accurate Fire Protection Designs, LLC; Flow Test Report

END OF DOCUMENT 00 3119

June 6, 2023  
LOI Project No.: J23-3-1025



Mr. Ben Roberts  
Public Services Director  
3316 N. Main Street, Suite A  
Curry County, NM 88101

Re: Limited Asbestos and Lead-Based Paint Survey at Curry County Livestock Pavilion  
Clovis, Curry County, New Mexico

Dear Mr. Roberts:

We thank you for the opportunity to present the enclosed report for the above referenced project.

### **Introduction**

This report was prepared in accordance with the scope of services as presented in our proposal No. P23-3-01637-01, dated May 9, 2023. The information we are presenting herein described the procedures utilized for laboratory investigations, along with the results of our study.

The Environmental Protection Agencies rule requiring lead safe work practices for contractors performing renovation, repair, painting and demolition activities in homes built prior to 1978 became enforceable. This rule regulates common renovation activities such as sanding, cutting and demolition which can create hazardous lead dust and chips by disturbing lead-based paint. This rule requires that firms performing renovation, repair or painting activities be certified by the EPA and use workers trained by EPA approved training providers. In general, the lead safe work practices include procedures to contain the work area, minimize dust and clean up thoroughly. Some painted surfaces may contain levels of lead above 1.0 mg/cm<sup>2</sup>, which could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping, sanding or friction. Further, all inaccessible areas of the property must be assumed to be positive for lead, even though they were not tested.

### **Background**

The Curry County Livestock Pavilion Fairgrounds is a multi-function event center that includes over 300 indoor/outdoor stalls designed to accommodate any indoor/outdoor events. From about 1957 through 2023, the Curry County Fairgrounds has had uses and building developments that are similar to the current configuration. Plans to implement renovations and expansion of the Livestock Pavilion are underway.

### **Project Description**

The proposed project includes the redevelopment of the subject site currently housing the Curry County Livestock Pavilion at the Curry County Fairgrounds, in Clovis, Curry

County, New Mexico. Certain structures are planned to be demolished to make room for the new facility.

## **Objective**

The objective of this study was to identify the presence of asbestos and lead-based paint. Asbestos project design services were conducted in accordance with federal, state, and local regulations, including the regulations adopted by the New Mexico State Legislature: NESHAP regulations for asbestos control. New Mexico regulations under Section §20 NMAC 2.78 establishes the requirement for a licensed asbestos project designer to include a survey with appropriate sampling and analysis in the design of appropriate asbestos abatement methods, engineering controls, protective equipment, clearance methods and other criteria. This is required for any buildings scheduled for renovation or demolition. Additional work to include CMU Restrooms, Agricultural Building and Equipment Storage Building.

Limited soil sampling was conducted throughout the subject site to depths of up to 10 feet below ground surface. The 10 samples were tested for total metals and other parameters in order to determine their suitability for use as select fill.

Lead-Based Paint inspections were performed in general compliance with the United States Department of Housing and Urban Development (HUD) Guidelines for Lead Based Paint-Chapter 7 (revised 1997) and all applicable Federal State and Local regulations for structures scheduled for renovation or demolition. Additional work to include CMU Restrooms, Agricultural Building and Equipment Storage Building.

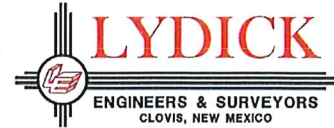
## **Methodology**

Asbestos project design for the demolition of certain sections of buildings includes sampling collection, analysis, and design preparation. Lead-Based Paint inspection utilizing the NITON XLP 300 XRF includes analysis and report preparation. Limited soil sampling and chemical testing includes of the obtained samples for analysis by a third-party laboratory, Eurofins Xenco, LLC.

## **Findings/ Results**

Based on the analysis performed on the samples obtained during the field phase, the following was encountered:

- Based on the limited asbestos inspection report, **there was no asbestos encountered in any of the building materials tested.** However, if different building materials are encountered during demolition, all work being performed must be stopped and must take additional samples for testing of those building materials. Lab findings are shown in Table 1: Curry County Livestock Pavilion Analysis in Appendix A of this report.



- Limited lead-based paint inspection results determined that there is lead-based paint in the property with concentration at or above 1.0 mg/cm<sup>2</sup> on the paints tested. These positive readings were encountered in the Pavilion in the Red Wood Wallboard; in the Rabbit & Poultry in the Silver: Tube column, Cross Brace, Pen Wall and Cross Bin; in the Barn Horses in the Gray Pen Wall and Wall Divider. Lab findings are shown in Table 2: Interior Components in Appendix A of this report.
- Based on the testing of the soil samples, all constituents analyzed for metals were below laboratory reporting limits (BRL). Laboratory findings are shown in Table 3: Soil Analytical Results in Appendix A of this report.

Please find in Appendix A the full limited lead-based paint inspection report, the full comprehensive asbestos survey report, and the soil samples analytical.

### Conclusion

Based on the foregoing, we conclude that the samples tested are free of asbestos containing materials, lead-based paint and metals below action levels.

### Recommendations

Based on the foregoing, we do not recommend remedial action at this time.

If you have any questions regarding the information we present herein, please call us.

Respectfully submitted,  
**LYDICK ENGINEERS & SURVEYORS, INC.**

A handwritten signature in blue ink, appearing to read 'S. Voorhies'.

Samantha Voorhies  
Environmental Scientist

A handwritten signature in black ink, appearing to read 'Bernardino Oague'.

Bernardino Oague, P.E. PMP  
Project Manager

Copies submitted: Above (via email)

## APPENDIX A



**Table 1: Curry County Livestock Pavilion Analysis**

Field ID/ Lab ID	Layer #	Sample Description	Asbestos Detected? (Yes/No)	Non-Asbestos Constituents (%)
CCP-01 MAS537242	1	White non-fibrous texture with white paint	No	100% Other
CCP-01 MAS537242	2	White fibrous gypsum with brown paper	No	60% Cellulose 40% Gypsum
CCP-02 MAS537243	1	White non-fibrous texture with white paint	No	100% Other
CCP-02 MAS537243	2	White fibrous gypsum with brown paint	No	60% Cellulose 40% Gypsum
CCP-03 MAS537244	1	White non-fibrous texture with white paint	No	100% Other
CCP-03 MAS537244	2	White fibrous gypsum with brown paint	No	60% Cellulose 40% Gypsum
CCP-04 MAS537245	1	Black fibrous roof shingle with pebbles	No	20% Fibrous Glass 30% Aggregate 50% Binder
CCP-05 MAS537246	1	Black fibrous roof shingle with pebbles	No	20% Fibrous Glass 30% Aggregate 50% Binder
CCP-06 MAS537247	1	Black fibrous roof shingle with pebbles	No	20% Fibrous Glass 30% Aggregate 50% Binder
CCP-07 MAS537248	1	Grey non-fibrous plaster with white paint	No	80% Aggregate 20% Other
CCP-08 MAS537249	1	Grey non-fibrous plaster with white paint	No	80% Aggregate 20% Other
CCP-09 MAS537250	1	Grey non-fibrous plaster with white paint	No	80% Aggregate 20% Other
CCP-10 MAS537251	1	Red non-fibrous window glaze	No	100% Other
CCP-11 MAS537252	1	Red non-fibrous window glaze	No	100% Other
CCP-12 MAS537253	1	Red non-fibrous window glaze	No	100% Other
CCP-13 MAS537254	1	White fibrous gypsum with brown paint	No	60% Cellulose 40% Gypsum
CCP-14 MAS537255	1	White fibrous gypsum with brown paint	No	60% Cellulose 40% Gypsum
CCP-15 MAS537256	1	White fibrous gypsum with brown paint	No	60% Cellulose 40% Gypsum
CCP-16 MAS537257	1	White non-fibrous caulking	No	100% Other
CCP-17 MAS537258	1	White non-fibrous caulking	No	100% Other
CCP-18 MAS537259	1	White non-fibrous caulking	No	100% Other
CCP-19 MAS537260	1	White non-fibrous foam	No	100% Foam



CCP-20 MAS537261	1	White non-fibrous foam	No	100% Foam
CCP-21 MAS537262	1	White non-fibrous foam	No	100% Foam
CCP-22 MAS537263	1	Red non-fibrous window glaze	No	100% Other
CCP-23 MAS537264	1	Red non-fibrous window glaze	No	100% Other
CCP-24 MAS537265	1	Red non-fibrous window glaze	No	100% Other

**Table 2: Interior Components**

XRF Reading	Room	Component	Substrate	Color	Condition	Lead Conc. (mg/cm <sup>3</sup> )
1025	Pavilion	Wallboard	Wood	Red	Fair	3.10
1047	Rabbit & Poultry	Tube Column	Metal	Silver	Fair	2.10
1048	Rabbit & Poultry	Tube Column	Metal	Silver	Fair	2.40
1049	Rabbit & Poultry	Column	Metal	Silver	Fair	1.70
1050	Rabbit & Poultry	Cross Brace	Metal	Silver	Fair	1.20
1051	Rabbit & Poultry	Pen Wall	Metal	Silver	Fair	1.80
1052	Rabbit & Poultry	Cross Bin	Metal	Silver	Fair	3.00
1053	Rabbit & Poultry	Column	Metal	Silver	Fair	3.20
1065	Barn Horses	Pen Wall	Metal	Gray	Fair	1.7
1071	Barn Horses	Wall Divider	Metal	Gray	Fair	1.9

**Table 3: Soil Analytical Results**

Analyte	Arsenic	Barium	Chromium	Lead	Mercury	Units
B-1 5-6½	2.45	361	5.59	3.83	0.0108	mg/kg
B-1 7-11½	2.11	385	6.69	4.50	0.00895	mg/kg
B-2 0-1½	2.73	72.0	9.29	6.78	0.0125	mg/kg
B-2 5-6½	1.98	122	4.42	3.02	0.0107	mg/kg
B-2 7-11½	2.69	233	7.64	5.31	0.00844	mg/kg
B-3 0-1½	1.21	154	2.11	2.20	0.00895	mg/kg
B-3 5-9	2.41	129	6.19	4.04	0.00877	mg/kg
B-3 10-11½	2.39	154	6.89	4.73	0.00814	mg/kg
B-4 2½-6½	2.29	91.5	6.30	4.34	0.00931	mg/kg
B-4 7-11½	2.53	54.6	7.46	5.21	0.00877	mg/kg
<b>SSL'</b>	<b>35.9</b>	<b>4,390</b>	<b>134</b>	<b>400</b>	<b>20.7</b>	

## APPENDIX B



## CO PRE ENSI E S ESTOS S R EY REPORT

*Prepared for:*

LOI Engineers

Attn.: Ms. Samantha J. Voorhies, Project Professional.

2101 E. Missouri Ave., Suite B.

El Paso, Texas 79903.

*Project:*

Curry County Fairgrounds

686 Fairgrounds Rd.

Clovis, New Mexico, 88101.

*Prepared by:*

Construction and Environmental Consultants, Inc.

1111 Myrtle Ave.

El Paso, Texas 79901

**DS S □□□□□N□ 10-0**

Date of Inspection:

□□□□ 1 0 3

□□03 0 3

LOI Engineers  
Attn.: Ms. Samantha J. Voorhies, Project Professional.  
2101 E. Missouri Ave., Suite B.  
El Paso, Texas 79903.

P□□□□□ **Comprehensive** □□□□□□S□□□□□R□□□□□  
Curry County Fairgrounds  
686 Fairgrounds Rd.  
Clovis, New Mexico, 88101.

Dear Ms. Voorhies,  
Construction and Environmental Consultants, Inc. (CECI) is pleased to submit this report of our Comprehensive Asbestos Survey for the above referenced project site. This survey was performed per your request in accordance with our written proposal P23A1966 dated April 12, 2023 and the proposal P23A1966 Rev1. Dated April 28, 2023 was conducted according to the Texas Department of State Health Services – Texas Asbestos Health Protection Rules, NESHAP, and local regulations as applicable regulations for the New Mexico Environment Department regarding asbestos containing materials in public buildings scheduled for demolition.

This Comprehensive asbestos survey was performed by Mr. Alec Felhaber, a Texas licensed Asbestos Inspector, on April 21, 2023.

We appreciate the opportunity to be of service to you. Please call if you have any questions or if we may be of further assistance.

Sincerely,



Alec Felhaber  
Asbestos Inspector  
TDSHS Lic. No. 10-5494







*Micro Analytical Services, Inc.* 11301 Richmond Ave. Ste.K100B♦Houston♦Tx 77082♦Phone(281)497-4500♦Fax(281)497-4517

---

NVLAP Lab Code: 200618-0

TDSHS License No. 30-0341

## PLM BULK ASBESTOS ANALYSIS REPORT

**CLIENT:** Construction & Environmental Consultants, Inc.

**MAS JOB NO.:** 17813-00

**PROJECT:** Curvy County Livestock Pavilion

**REPORT DATE:** April 26, 2023

**IDENTIFICATION:** Asbestos, Bulk Sample Analysis, Quantitation by Visual Area Estimation

**TEST METHOD:** Polarized Light Microscopy with Dispersion Staining  
EPA Test Method 600/M4-82-020; (40CFR Part 763 Appendix E to Subpart E) &  
EPA 600/R-93/116

## STATEMENT OF LABORATORY ACCREDITATION

These samples were analyzed at Micro Analytical Services, Inc. in the Asbestos Laboratory at 11301 Richmond Ave. Suite K100B, Houston, Texas, 77082. The Laboratory holds accreditation from the National Institute of Standards and Technology under the National Voluntary Laboratory Accreditation Program (NVLAP). This laboratory is also licensed and authorized to perform as an Asbestos Laboratory in the State of Texas within the purview of Texas Civil Statutes, Article 4477-3a, as amended, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/M4-82-020; (40CFR Part 763 Appendix E to Subpart E) & EPA 600/R-93/116 or the U.S. Environmental Protection Agency method, under AHERA, for the analysis of asbestos in building materials by polarized light microscopy. The results of each bulk sample relate only to the material tested as submitted to the laboratory and the results shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Specific questions concerning bulk sample results shall be directed to the Asbestos Bulk Laboratory at Micro Analytical Services, Inc.

**Analyst:** Tony T. Dang

**Approved Signatory:**





## Polarized Light Microscopy Analysis

Construction & Environmental Consultant, Inc.  
1111 Myrtle Ave.  
El Paso, Texas 79901

MAS Project #: 17813-00  
Date Received: 04/25/2023  
Date Analyzed: 04/26/2023

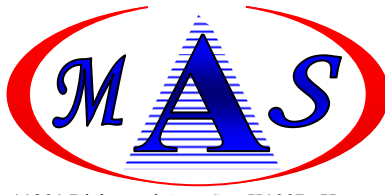
**Project Name:** Curvy County Livestock Pavilion

Field ID/ Lab ID	Layer #	Sample Description	Asbestos Detected? (Yes/No)	Asbestos Constituents (%)	Non-Asbestos Constituents (%)
CCP-01 MAS537242	1	White non-fibrous texture with white paint	No		100% Other
CCP-01 MAS537242	2	White fibrous gypsum with brown paper	No		60% Cellulose 40% Gypsum
CCP-02 MAS537243	1	White non-fibrous texture with white paint	No		100% Other
CCP-02 MAS537243	2	White fibrous gypsum with brown paper	No		60% Cellulose 40% Gypsum
CCP-03 MAS537244	1	White non-fibrous texture with white paint	No		100% Other
CCP-03 MAS537244	2	White fibrous gypsum with brown paper	No		60% Cellulose 40% Gypsum
CCP-04 MAS537245	1	Black fibrous roof shingle with pebbles	No		20% fibrous Glass 30% Aggregate 50% Binder
CCP-05 MAS537246	1	Black fibrous roof shingle with pebbles	No		20% fibrous Glass 30% Aggregate 50% Binder
CCP-06 MAS537247	1	Black fibrous roof shingle with pebbles	No		20% fibrous Glass 30% Aggregate 50% Binder
CCP-07 MAS537248	1	Grey non-fibrous plaster with white paint	No		80% Aggregate 20% Other
CCP-08 MAS537249	1	Grey non-fibrous plaster with white paint	No		80% Aggregate 20% Other
CCP-09 MAS537250	1	Grey non-fibrous plaster with white paint	No		80% Aggregate 20% Other

Samples have been analyzed by the EPA Interim Method 600/M4-82-020(40CFR Part 763 Appendix E to Subpart E) & EPA 600/R-93/116. The test results herein relate only to the sample submitted and analyzed. This report may only be reproduced in full with the approval of the Bulk Asbestos Laboratory of Micro Analytical Services (MAS). The above percentages are visual estimates of area percent. MAS is not responsible for any errors resulting from improper or incorrect sampling or shipping procedures. These samples will be retained for a period of 30 days. Accreditation by NVLAP in no way constitutes or implies product certification, approval, or endorsement by NIST. Some materials, especially floor tiles, contain asbestos fibers too thin to be detected by this method.  
NVLAP Lab Code: 200618 TDSHS License: 30-0341

Analyzed by: Tony Dang

Approved NVLAP Signatory: Tony Dang  
Page 1 of 3



## Polarized Light Microscopy Analysis

Construction & Environmental Consultant, Inc.  
1111 Myrtle Ave.  
El Paso, Texas 79901

MAS Project #: 17813-00  
Date Received: 04/25/2023  
Date Analyzed: 04/26/2023

### Project Name: Curvy County Livestock Pavilion

Field ID/ Lab ID	Layer #	Sample Description	Asbestos Detected? (Yes/No)	Asbestos Constituents (%)	Non-Asbestos Constituents (%)
CCP-10 MAS537251	1	Red non-fibrous window glaze	No		100% Other
CCP-11 MAS537252	1	Red non-fibrous window glaze	No		100% Other
CCP-12 MAS537253	1	Red non-fibrous window glaze	No		100% Other
CCP-13 MAS537254	1	White fibrous gypsum with brown paper	No		60% Cellulose 40% Gypsum
CCP-14 MAS537255	1	White fibrous gypsum with brown paper	No		60% Cellulose 40% Gypsum
CCP-15 MAS537256	1	White fibrous gypsum with brown paper	No		60% Cellulose 40% Gypsum
CCP-16 MAS537257	1	White non-fibrous caulking	No		100% Other
CCP-17 MAS537258	1	White non-fibrous caulking	No		100% Other
CCP-18 MAS537259	1	White non-fibrous caulking	No		100% Other
CCP-19 MAS537260	1	White non-fibrous foam	No		100% Foam
CCP-20 MAS537261	1	White non-fibrous foam	No		100% Foam
CCP-21 MAS537262	1	White non-fibrous foam	No		100% Foam
CCP-22 MAS537263	1	Red non-fibrous window glaze	No		100% Other
CCP-23 MAS537264	1	Red non-fibrous window glaze	No		100% Other

Samples have been analyzed by the EPA Interim Method 600/M4-82-020(40CFR Part 763 Appendix E to Subpart E) & EPA 600/R-93/116. The test results herein relate only to the sample submitted and analyzed. This report may only be reproduced in full with the approval of the Bulk Asbestos Laboratory of Micro Analytical Services (MAS). The above percentages are visual estimates of area percent. MAS is not responsible for any errors resulting from improper or incorrect sampling or shipping procedures. These samples will be retained for a period of 30 days. Accreditation by NVLAP in no way constitutes or implies product certification, approval, or endorsement by NIST. Some materials, especially floor tiles, contain asbestos fibers too thin to be detected by this method.  
NVLAP Lab Code: 200618 TDSHS License: 30-0341

Analyzed by: Tony Dang

Approved NVLAP Signatory: Tony Dang  
Page 2 of 3



## Polarized Light Microscopy Analysis

Construction & Environmental Consultant, Inc.  
1111 Myrtle Ave.  
El Paso, Texas 79901

MAS Project #: 17813-00  
Date Received: 04/25/2023  
Date Analyzed: 04/26/2023

**Project Name:** Curvy County Livestock Pavilion

Field ID/ Lab ID	Layer #	Sample Description	Asbestos Detected? (Yes/No)	Asbestos Constituents (%)	Non-Asbestos Constituents (%)
CCP-24 MAS537265	1	Red non-fibrous window glaze	No		100% Other

Samples have been analyzed by the EPA Interim Method 600/M4-82-020(40CFR Part 763 Appendix E to Subpart E) & EPA 600/R-93/116. The test results herein relate only to the sample submitted and analyzed. This report may only be reproduced in full with the approval of the Bulk Asbestos Laboratory of Micro Analytical Services (MAS). The above percentages are visual estimates of area percent. MAS is not responsible for any errors resulting from improper or incorrect sampling or shipping procedures. These samples will be retained for a period of 30 days. Accreditation by NVLAP in no way constitutes or implies product certification, approval, or endorsement by NIST. Some materials, especially floor tiles, contain asbestos fibers too thin to be detected by this method.  
NVLAP Lab Code: 200618 TDSHS License: 30-0341

Analyzed by: Tony Dang

Approved NVLAP Signatory: Tony Dang  
Page 3 of 3

LABORATORY: Micro Analytical Services Inc.  
 ADDRESS: 11301 Richmond Ave., Suite K-100B, Houston, TX 77082

DATE: 4/21/23 17813  
 PHONE: (281) 497-4500

**ASBESTOS CHAIN OF CUSTODY**

INSPECTION FIRM: Construction & Environmental Consultants, Inc. ADDRESS: 1111 Myrtle Ave. El Paso, TX 79901  
 EMAIL: info@cecienvironmental.com; alecf@cecienvironmental.com PHONE: (915) 533-1147

TURN AROUND TIME: ( ) 1 DAY, ( ) 2 DAY, ( ) 3 DAY, ( ) 4 DAY, ( ) 5 DAY - ( ) EMERGENCY (X) 1<sup>st</sup> Positive Stop

PROJECT: Curry County Livestock Pavilion. CLIENT: LOI Engineers

PROJECT ADDRESS: 1900 F. BRADY AVE COVINGTON PROJECT # \_\_\_\_\_

FIELD ID	LAB ID	SAMPLE DESCRIPTION	SAMPLE LOCATION
CCP 1	01 537242	White Drywall/JC/TXT.	Mens <sup>CMU</sup> Ceiling. Restroom
	02	" "	" Ceiling.
	03	" "	Womens <del>W-1</del> Ceiling.
	04	Brown Asphalt Roof Shingle/underlayment	Roof
	05	" "	"
	06	" "	"
	07	white plaster walls	Mens W-2
	08	" "	Womens W-1
	09	" "	Womens W-2
	10	RED WINDOW GLAZING Putty	WALL 1 AG BUILDINGS
	11	" "	" "
	12	" "	WALL 2
	13	Brown untextured Drywall	OFFICE CEILING. 7 BLDG. Pavilion
	14	" "	" "
	15	" "	" "
	16	white caulking.	EXTERIOR WALLS
	17	" "	" "
	18	" "	" "
	19	yellow spray foam Insulation.	Interior walls/CEILING.
	20	" "	" "
	21	" "	" "
	22	RED WINDOW GLAZING. Putty	Exterior Dividing Walls
	23	" "	" "
	24 537265	" "	" "

RELINQUISHED BY: [Signature]  
 RECEIVED BY: TONY DRALG

DATE: 4/21/23 TIME: \_\_\_\_\_  
 DATE: 4/25/23 TIME: 3:00 PM



Construction & Environmental Consultants, Inc.

**Comprehensive Asbestos Survey  
Sample Locations  
Floor Plan**

① Sample Locations

PROJECT NUMBER:  
23E1631

PROJECT LOCATION:  
Curry County Fairgrounds

DATE:  
4/21/2023

SHEET 1/1

INSPECTOR SIGNATURE:

A handwritten signature in blue ink, appearing to read 'C. W. ...'.

Floor Plan Not To Scale



Dear Applicant:

Your license/registration is enclosed. Please verify that all information is correct.

Please contact the Consumer Protection Division at 512-834-6600 if you have any questions.

Estimado Aplicante:

Adjunto encontrará su licencia/registración. Favor de verificar que su información personal esté correcta.

Si tiene alguna pregunta o duda, favor de llamar al División de Protección al Consumidor al número de teléfono 512-834-6600.

Sincerely,  
Atentamente,



**Texas Department of  
State Health Services**

**Asbestos Individual Consultant**

**ALEC FELHABER**

**License No. 105494**

**Control No. 97875**

**Expiration Date: 24-Apr-2023**



Consumer Protection Division  
Environmental & Sanitation Business Filing & Verification Unit



Texas Department of State Health Services

CONSTRUCTION AND ENVIRONMENTAL CONSULTANTS INC

*is certified to perform as an*

Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



**License Number: 100247**

**Expiration Date: 11/03/2024**

**Control Number: 97524**

*Jennifer Shuford, MD*  
**Jennifer Shuford, MD, MPH,**  
**Commissioner of Health**

**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



**I I T E D E D- S E D P I N T I N S P E C T I O N**

*Prepared for:*

LOI Engineers

Attn.: Ms. Samantha J. Voorhies, Project Professional  
2101 E. Missouri Ave., Suite B.  
El Paso, Texas 79903

*Project:*

Curry County Fairgrounds  
686 Fairgrounds Rd.  
Clovis, New Mexico 88101

*Prepared by:*

Construction and Environmental Consultants, Inc.  
1111 Myrtle Ave.  
El Paso TX 79901

**DS S □□□□□N□10-0**

**Date of Inspection:**

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Alec Felhaber (TX Risk Assessor: 20-70958

**R□□□□□P□□□□□□□**

Alec Felhaber (TX Risk Assessor: 20-70958





03 03

LOI Engineers
Attn.: Ms. Samantha J. Voorhies, Project Professional
2101 E. Missouri Ave., Suite B.
El Paso, Texas 79903

686 Fairgrounds Rd.
Clovis, New Mexico 88101

Dear Ms. Samantha J. Voorhies:

Please find enclosed the Limited Lead-Based Paint Inspection report for the Curry County Fairgrounds, Located at 686 Fairgrounds Rd., Clovis, New Mexico 88101. The Limited Lead-Based Paint Inspection was performed by Construction and Environmental Consultants, Inc, (CECI , (Cert. No. 2110180 Exp. 08-02-2023 . This report is based on the clients request to obtain an analysis of the existing interior & exterior paints only, it is not intended to be a study of the entire property nor in strict compliance with the Housing and Urban Development (HUD Guidelines for Lead Based Paint-Chapter 7 (revised 1997 and other applicable Federal State and local regulations.

The Limited Lead-Based Paint Inspection was performed on April 21, 2023 by, Alec Felhaber (Lead Risk Assessor: Cert. No. 2070958 Exp. 07-10-2023 . As part of the assessment, a visual survey of the property and structure was conducted, XRF testing was performed using a Niton XLp-300A, Serial #25619, X-Ray fluorescence (XRF lead paint analyzer to sample painted and/or finished components. Radiation safety procedures as required by the U.S. Nuclear Regulatory Commission and applicable state and location regulations were followed when using the XRF instrument.

Construction & Environmental Consultants, Inc.
10

The associated report was prepared by Alec Felhaber.

If you have any questions or comments, please feel free to contact us at (915 533-1147.
Sincerely,

[Handwritten signature]

Alec Felhaber
TX LBP Inspector/Risk Assessor

Construction & Environmental Consultants, Inc.
Enclosure: Limited Lead-Based Paint
Inspection



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E E C T I E S R Y

CECI has been authorized by Ms. Samantha J. Voorhies to perform a Limited Lead-Based Paint (LBP) Inspection at Curry County Fairgrounds located at 686 Fairgrounds Rd., Clovis, New Mexico 88101. The point of contact for this property is Ms. Samantha J. Voorhies. Representative sampling and analysis of all painted and/or finished exterior components only were evaluated according to the client’s request and as represented in the proposal P23L1970 rev1 dated April 28, 2023.

According to the guidelines, a lead reading by XRF of 1.0 mg/cm<sup>2</sup> or above is considered positive for the presence of LBP. This action level will be referenced throughout the report.

Components having lead levels at or above the action level are visually assessed for condition and approximate surface area. Those LBP surfaces found to be in intact condition at the time of inspection do not require paint stabilization, but should be monitored on an ongoing basis. This report will only recommend LBP surfaces identified as deteriorated at the time of the inspection for paint stabilization.

During the Limited Lead-Based Paint Inspection, XRF testing was performed. The XRF testing was conducted using a Niton XLp-300A lead paint analyzer. A surface-by-surface visual assessment of the painted and/or finished surfaces was conducted to determine the conditions of all painted surfaces.

CECI performed a Limited Lead-Based Paint (LBP) Inspection for lead-based paint at Curry County Fairgrounds, located at 686 Fairgrounds Rd., Clovis, New Mexico 88101. By Alec Felhaber (Lead Risk Assessor: Cert. No. 2070958 Exp. 07-10-2023) conducted the Limited Lead-Based Paint Inspection. Representative sampling of all painted exterior & interior and/or finished components were tested onsite utilizing XRF. During the Limited Lead-Based Paint Inspection, an action level of 1.0 mg/cm<sup>2</sup> was followed to determine the components that contained LBP, in accordance with Federal, State, and Local regulations.

The Limited Lead-Based Paint Inspection at this property was performed on April 21, 2023.

SECTION 10 SCOPE OF INSPECTION

11 SCOPE OF INSPECTION

CECI performed a Limited Lead-Based Paint (LBP) Inspection for lead-based paint at Curry County Fairgrounds, located at 686 Fairgrounds Rd., Clovis, New Mexico 88101. By Alec Felhaber (Lead Risk Assessor: Cert. No. 2070958 Exp. 07-10-2023) conducted the Limited Lead-Based Paint Inspection. Representative sampling of all painted exterior & interior and/or finished components were tested onsite utilizing XRF. During the Limited Lead-Based Paint Inspection, an action level of 1.0 mg/cm<sup>2</sup> was followed to determine the components that contained LBP, in accordance with Federal, State, and Local regulations.

11.1 TRAINING AND QUALIFICATION

All individuals who performed this XRF testing and visual assessment have EPA and/or State licensure as Lead Inspector and have been trained in the use, calibration and maintenance of the XRF, along with the principles of radiation safety, in accordance with the work practices of 40 CFR 745, section 227, for States and Indian Tribes.

11.3 EQUIPMENT

The XRF used for this Limited Lead-Based Paint Inspection was a Niton XLp-300A bearing Serial # 25619. The Isotope is a 40 mci – cd 109 dated 2-17-22. CECI followed the Performance Characteristics Sheet (PCS) for the specific X-Ray fluorescence instrument (XRF) used during the LBP



Inspection of the property. The XRF PCS is presented in Appendix C. Calibration readings were taken in the time corrected (30 second mode and the actual readings were taken in quick mode.

SECTION 0 ET ODO O Y

1 S S

A lead reading by XRF of 1.0 mg/cm2 or above is considered positive for the presence of LBP. An XRF reading below 1.0 mg/cm2 is considered negative however, a reading below 1.0 mg/cm2 could still be harmful if proper precautions are not taken during activities that disturb these paint films. Only painted, stained, varnished, or wallpapered components of a dwelling are tested during an LBP Inspection.

3

An LBP Inspection is performed by use of the following assessment logic. Any paint found to contain lead below the HUD standard of 1.0 mg/cm2, regardless of condition, is considered non-hazardous. Components having lead levels at or above the action level are visually assessed for condition and approximate surface area.

C RF E

The calibration of the instrument is done in accordance with the Performance Characteristic Sheet (PCS for this instrument. These instruments are calibrated using the paint film nearest 1.0 mg/cm2 in the NIST Standard Reference Material (SRM used (e.g. for NIST SRM 2579, 1.0 mg/cm2 film would be used .

SECTION 3 0 FINDIN S

3 1 S D

E S P consist of metal structure building without slab of grade and metal siding.

R consists of slab on grade building with CMU siding and asphalt roof shingle roof.

3 I

None

3 3 R

The visual assessment identified the following:

I	I Y N
Deteriorating painted surfaces	No
Painted surfaces that are chewable, impact joints or subject to friction	No
Bare soil surface (soil surface that is not covered by pavement or sod or landscaping	Yes
Excessive accumulation dust on most interior surfaces	Yes

3 P I R

C E C I IS - P R P S T C P





Options	Presume lead-based paint. Use safe work practices on all surfaces.	Presume lead-based paint and/or hazards. Abate all applicable surfaces.	Presume lead-based paint and/or hazards. Use standard treatments.
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SECTION 0  
CONC SIONS

C...E...C...I...IS...R...P...R...P...C...P...D...T...C...C...F...10...D...

E...010...E...P...T...EP...I...EP...I...

Some painted surfaces may contain levels of lead above 1.0 mg/cm<sup>2</sup>, which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, sanding or friction. Further, all inaccessible areas of the property must be assumed to be positive for lead, even though they were not tested. Any inaccessible areas encountered during the LBP Inspection/Risk Assessment are noted in Section 3.2.

SECTION 0 DISC OS RE DESPONS I ITY

A copy of this report must be provided to new lessees (tenants and purchasers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract.

The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessor and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that children and pregnant women are protected from LBP hazards.

The Occupational Safety and Health Administration (OSHA) Lead in Construction Standard states that “negative” readings (i.e. those below the HUD/EPA definition of what constitutes LBP 1.0 mg/cm<sup>2</sup>) contractors from performing exposure assessments (personal air monitoring) on their employees per the OSHA Lead Standard, and should not be interpreted as lead free. Although a reading may indicate “negative”, airborne lead concentrations still may exceed the OSHA Action Level or the OSHA Permissible Exposure Limit (PEL) depending on the work activity.

DISC I ER

*This is our report of a visual survey and X-Ray Fluorescence (XRF) analysis of the readily accessible areas of this building and tested components. The presence or absence of LBP or LBP hazards applies*



*only to the tested or assessed surfaces on the date of the field visit and it should be understood that conditions may change due to deterioration or maintenance. The results and material conditions noted within this report were accurate at the time of the Inspection and in no way reflect the conditions at the property after the date of the Inspection. No other environmental concerns or conditions were addressed during this Inspection.*

**PPENDI  
RF D T  
S EETS**



### Lead-Based Paint Inspection

Curry County Fairgrounds – 686 Fairgrounds Rd., Clovis, New Mexico 88101

XRF Data Sheet  
Inspector: Alec Felhaber

Date of Inspection: 04/21/2023  
TDSHS LIC. NO.: 2070958

XRF Reading	Room	Side	Color	Substrate	Component	Condition	Lead Conc. (mg/cm <sup>2</sup> )
1000	-	-	-	-	CALIBRATION	-	0.00=0.01
1001	-	-	-	-	CALIBRATION	-	0.00=0.01
1002	-	-	-	-	CALIBRATION	-	0.00=0.01
1003	-	-	-	-	CALIBRATION	-	1.00=1.01
1004	-	-	-	-	CALIBRATION	-	1.00=1.01
1005	-	-	-	-	CALIBRATION	-	1.00=1.01
PAVILION							
1006			Silver	Steel	Column	Fair	0.01
1007			White	Steel	Pen wall	Fair	0.00
1008			White	Steel	Pen gate	Fair	0.00
1009			Red	Steel	Panel	Fair	0.08
1010			White	Steel	Panel Trim	Fair	0.00
1011			Silver	Steel	Pen Gate	Fair	0.70
1012			White	Steel	Column	Fair	0.00
1013			White	Metal	Fascia	Fair	0.00
1014			White	Metal	Roof Panel	Fair	0.00
1015			White	Metal	Corrugated Roof Panel	Fair	0.00
1016			White	Steel	Pen Wall	Fair	0.70
1017			White	Steel	Pen Tube	Fair	0.00
1018			White	Steel	Column	Fair	0.00
1019			White	Steel	Eaving	Fair	0.01
1020			Red	Steel	Eaving Factory Polished	Fair	0.01
1021			Silver	Steel	Paint Eaving	Fair	0.03
1022			White	Metal	Scale Box	Fair	0.00
1023			White	Metal	Downspouts	Fair	0.00
1024			Silver	Steel	Column	Fair	0.01
1025			White	Metal	Wall	Fair	0.00
1026			White	Wood	Signal	Fair	0.00
1027			Red	Wood	Wallboard	Fair	<b>3.10</b>
1028			Silver	Steel	Eaving	Fair	0.02
1029			White	Steel	Pen Tube	Fair	0.00
Rabbit and Poultry							
1030			Red	Metal	Wall Panel	Fair	0.07
1031			White	Metal	Wall Panel Trim	Fair	0.00
1032			Red	Steel	Wall Fram	Fair	0.00
1033			White	Metal	Corrugated Roof Panel	Fair	0.00

### Lead-Based Paint Inspection

Curry County Fairgrounds – 686 Fairgrounds Rd., Clovis, New Mexico 88101

XRF Data Sheet  
Inspector: Alec Felhaber

Date of Inspection: 04/21/2023  
TDSHS LIC. NO.: 2070958

1034			Silver	Steel	Column	Fair	0.00
1035			White	Metal	Roll-up Door	Fair	0.00
1036			Red	Steel	Column	Fair	0.01
1037			Red	Steel	Stud	Fair	0.00
1038			Red	Wood	Office Wall	Fair	0.00
1039			White	Wood	Window Frame	Fair	0.00
1040			White	Wood	Window Seal	Fair	0.00
1041			Blue	Wood	Wall	Fair	0.16
1042			Silver	Metal	Column	Fair	0.05
1043			Brown	Metal	Pen Enclosure	Fair	0.00
1044			Silver	Metal	Pen Wall	Fair	0.50
1045			Green	Metal	Window Frame	Fair	0.15
1046			White	Steel	Pen tube	Fair	0.00
1047			White	Metal	Pen Tube	Fair	0.00
1048			White	Metal	Wall Panel	Fair	0.00
1049			<b>Silver</b>	Metal	Tube Column	Fair	<b>2.10</b>
1050			Silver	Metal	Steel Column	Fair	<b>2.40</b>
1051			Silver	Metal	Column	Fair	<b>1.70</b>
1052			Silver	Metal	Cross Brace	Fair	<b>1.20</b>
1053			Silver	Metal	Pen Wall	Fair	<b>1.80</b>
1054			Silver	Metal	Cross Bin	Fair	<b>3.00</b>
1055			Silver	Metal	Column	Fair	<b>3.20</b>
Barn Horses							
1056			White	Metal	Door	Fair	0.00
1057			White	Wood	Door Frame	Fair	0.00
1058			White	Wood	Door Frame Trim	Fair	0.00
1059			Red	Steel	Wall Column	Fair	0.01
1060			White	Metal	Wall Panel	Fair	0.00
1061			Red	Metal	Door Frame	Fair	0.00
1062			White	Metal	Wall Panel Trim	Fair	0.00
1063			Red	Metal	Wall	Fair	0.08
1064			White	Metal	Roll-up Door	Fair	0.00
1065			Gray	Metal	Pen Enclosure	Fair	0.00
1066			Gray	Metal	Pen Enclosure	Fair	0.00
1067			Gray	Metal	Pen Wall	Fair	<b>1.70</b>
1068			Gray	Metal	Pen Gate	Fair	0.00
1069			Gray	Metal	Cross Bin	Fair	0.02
1070			Red	Metal	Column	Fair	0.01
1071			White	Metal	Wall Panel	Fair	0.00

### Lead-Based Paint Inspection

Curry County Fairgrounds – 686 Fairgrounds Rd., Clovis, New Mexico 88101

XRF Data Sheet  
Inspector: Alec Felhaber

Date of Inspection: 04/21/2023  
TDSHS LIC. NO.: 2070958

1072			Gray	Wood	Marker	Fair	0.00
1073			Gray	Metal	Wall Divider	Fair	1.90
Restrooms							
1074	Exterior		Red	CMU	Paint	Fair	0.00
1075	Exterior		White	Wood	Rafter	Fair	0.00
1076	Exterior		White	Wood	Fascia	Fair	0.00
1077	Exterior		White	Wood	Soffit	Fair	0.00
1078	Exterior		White	Metal	Door	Fair	0.00
1079	Exterior		White	Metal	Door Frame	Fair	0.01
1080	Exterior		Red	CMU	Wall	Fair	0.00
1081	Exterior		White	Wood	Rafter Joist	Fair	0.60
1082	Exterior		White	Wood	Soffit	Fair	0.00
AG Building							
1083			Red	Metal	Wall Panel	Fair	0.17
1084			White	Metal	Wall Panel Trim	Fair	0.00
1085			Red	Steel	Door Frame	Fair	0.08
1086			White	Metal	Roll-up Door	Fair	0.00
1087			White	Metal	Door Frame	Fair	0.00
1088			Red	Metal	Wall column	Fair	0.02
1089			Red	Metal	Cross Brace	Fair	0.05
1090			White	Wood	Display	Fair	0.70
1091			White	Wood	Display Gate	Fair	0.00
1092			White	Wood	Display Divider	Fair	0.00
1093			White	Wood	Floor Display	Fair	0.00
1094			Pink	Wood	Display Divider	Fair	0.00
1095			Brown	Wood	Display divider	Fair	0.00
1096			White	Wood	Display Frame	Fair	0.00
1097			White	Wood	Display Floor	Fair	0.00
1098			White	Wood	Display Divider	Fair	0.00
1099			White	Wood	Display Wall	Fair	0.00
1100			White	Wood	Display Wall	Fair	0.00
1101			Silver	Metal	Gate Frame	Fair	0.02

### Lead-Based Paint Inspection

Curry County Fairgrounds – 686 Fairgrounds Rd., Clovis, New Mexico 88101

XRF Data Sheet  
Inspector: Alec Felhaber

Date of Inspection: 04/21/2023  
TDSHS LIC. NO.: 2070958

Restrooms							
1102	Interior		White	Plaster	Wall	Fair	0.00
1103	Interior		White	Drywall	Ceiling	Fair	0.00
1104	Interior		White	CMU	Wall	Fair	0.00
1105	Interior		Red	Wood	Partition Frame	Fair	0.00
1106	Interior		Red	Wood	Partition Door	Fair	0.00
1107	Interior		Red	Wood	Partition Door Panel	Fair	0.00
1108	Interior		White	Metal	Door Frame	Fair	0.00
1109	Interior		White	Metal	Door	Fair	0.00
1110	Interior		White	CMU	Wall	Fair	0.00
1111	Interior		White	Drywall	Ceiling	Fair	0.00
1112	Interior		White	Wood	Trim	Fair	0.00
1113	Interior		Red	Wood	Door Frame	Fair	0.00
1114	Interior		Red	Wood	Door	Fair	0.00
1115	Interior		White	Plaster	Wall	Fair	0.00
1116	Interior		Red	Wood	Stud	Fair	0.00
1117	Interior		Red	Wood	Door	Fair	0.00
1118	Interior		Red	Wood	Door Frame Trim	Fair	0.00
1119	Interior		White	Wood	Countertop	Fair	0.00
1120	Interior		Red	Wood	Door Frame	Fair	0.00
1121	Interior		Red	Wood	Partition Door	Fair	0.00
1122	Interior		Red	Wood	Plugin chase door frame	Fair	0.00
1123	Interior		Red	Wood	Door	Fair	0.00
1124	Interior		White	CMU	Wall	Fair	0.00
1125	Interior		Blue	concrete	Floor	Fair	0.00
1126	Interior		Blue	Concrete	Floor	Fair	0.00
Barn Horses Office							
1127			White	Wood		Fair	0.00
1128			White	Wood	Ceiling	Fair	0.00
1129			White	Wood	Trim	Fair	0.00
1130			Red	Wood	Shelving	Fair	0.00
1131			White	Wood	Shelving	Fair	0.00
1132			White	Wood	Ceiling	Fair	0.00
1133			White	Wood	Shelf	Fair	0.00
1134			White	CMU	Wall	Fair	0.00
1135			White	Wood	Window Frame	Fair	0.00
1136			Gray	Concrete	Floor Paint	Fair	0.00
Equipment Storage shed							
1137			Red	Metal	Column	Fair	0.00

**Lead-Based Paint Inspection**

Curry County Fairgrounds – 686 Fairgrounds Rd., Clovis, New Mexico 88101

XRF Data Sheet

Date of Inspection: 04/21/2023

Inspector: Alec Felhaber

TDSHS LIC. NO.: 2070958

1138			Brown	Metal	Column	Fair	0.00
1139			White	Metal	Wall Panel	Fair	0.00
1140			Red	Metal	Wall Croos Frame	Fair	0.00
1141			White	Metal	Roof Panel	Fair	0.00
1142			Red	Metal	Eaving Column	Fair	0.00
1143			Red	Metal	Steel Joist	Fair	0.00
1144			Red	Metal	Purlin	Fair	0.00
1145			Red	Metal	Cross Brace	Fair	0.00
1146	-	-	-	-	CALIBRATION	-	0.00=0.01
1147	-	-	-	-	CALIBRATION	-	0.00=0.01
1148	-	-	-	-	CALIBRATION	-	0.00=0.01
1149	-	-	-	-	CALIBRATION	-	1.00=1.01
1150	-	-	-	-	CALIBRATION	-	1.00=1.01
1151	-	-	-	-	CALIBRATION	-	1.00=1.01

**PPENDI  
P O T O R P S**



Construction & Environmental  
Consultants, Inc.

Photographic Log

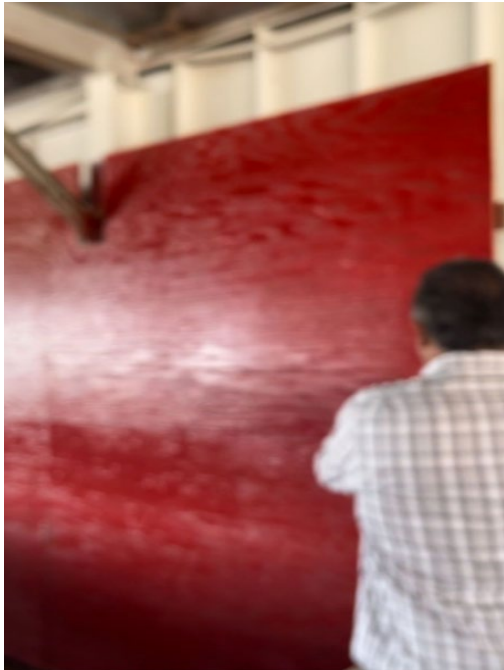
Page: 1 of 3

Project: Curry County Fairgrounds

Project No.: 23E1631

Date: April 21, 2023

Project Address: 686 Fairgrounds Rd., Clovis, New Mexico, 88101



Red Wood board at Pavilion.



Silver Metal tube column at Rabbit & Poultry.



Silver Steel column at Rabbit & Poultry.



Silver Metal column at Rabbit & Poultry.



Construction & Environmental  
Consultants, Inc.

Photographic Log

Project: Curry County Fairgrounds

Project No.: 23E1631

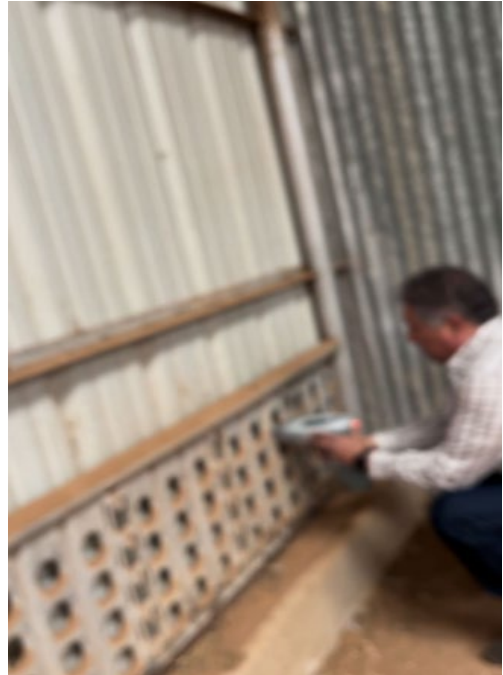
Date: April 21, 2023

Project Address: 686 Fairgrounds Rd., Clovis, New Mexico, 88101

Page: 2 of 3



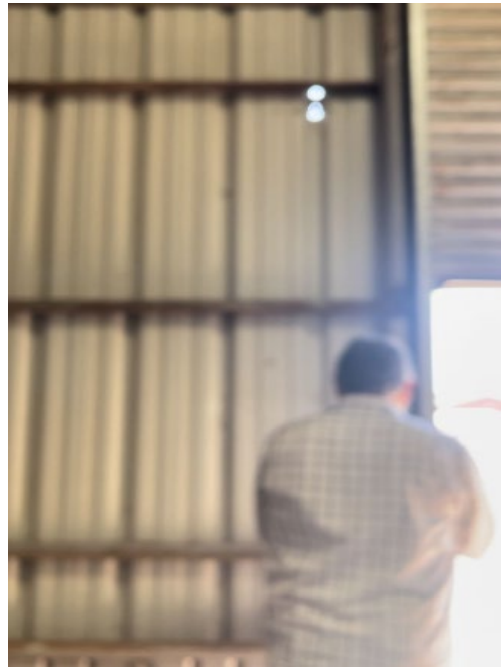
Silver Metal cross brace at Rabbit & Poultry.



Steel Pen Wall at Rabbit & Poultry.



Silver Metal Cross Bin at Rabbit & Poultry.



Silver Metal column at Rabbit & Poultry.





Construction & Environmental  
Consultants, Inc.

Photographic Log

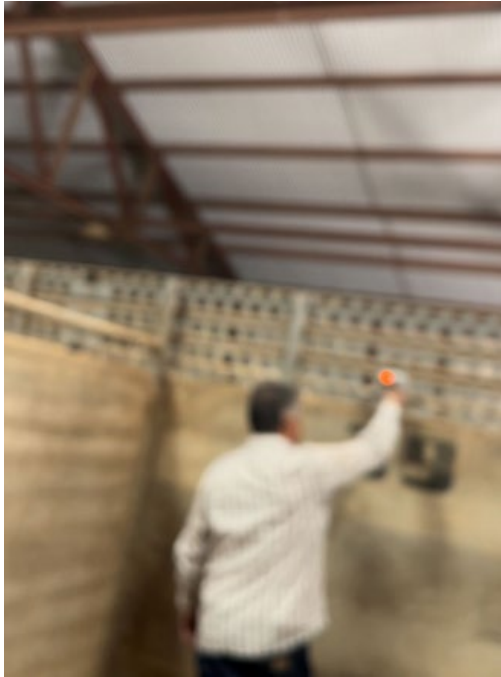
Page: 3 of 3

Project: Curry County Fairgrounds

Project No.: 23E1631

Date: April 21, 2023

Project Address: 686 Fairgrounds Rd., Clovis, New Mexico, 88101



Gray Metal Pen Wall at Barn Horses.



Gray Metal Wall Dividers at Barn  
Horses.

**APPENDIX C  
CERTIFICATIONS**



## Texas Department of State Health Services

*BE IT KNOWN THAT*

**ALEC FELHABER**

*is certified to perform as a*

**Lead Risk Assessor**

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.*



**Certification Number: 2070958**

**Expiration Date: 07/10/2023**

**Control Number: 7886**

  
**John Hellerstedt, M.D.,  
Commissioner of Health**

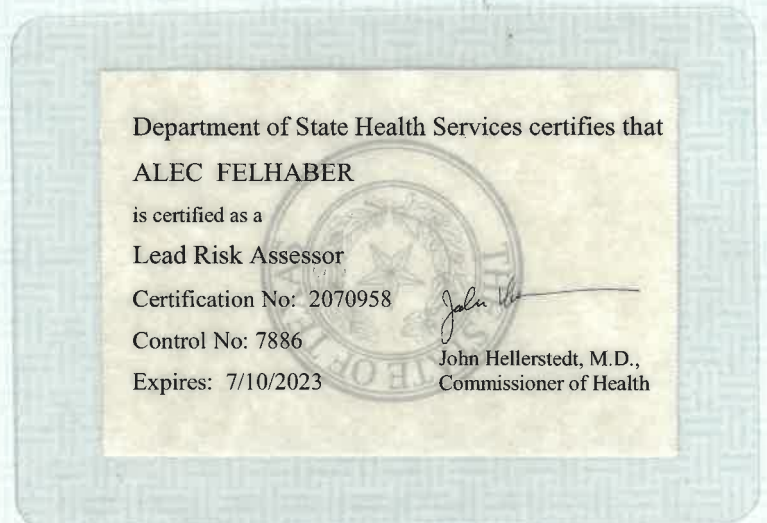
**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

- ★ Please contact this office immediately if any information on this certificate is incorrect.
- ★ The certification renewal application with all required documents and fee are due every two years BEFORE the anniversary date. Please note that it is the responsibility of the certification holder to send a completed renewal application with all required documents and renewal fee before the expiration date, whether a renewal notice is received or not. Failure to submit the completed renewal application with all required documents and fee before the expiration date will result in a late fee and must be submitted before the certification will be issued.
- ★ No certification or accreditation may be sold, assigned, or transferred. Any certificates which have been altered may be revoked.

Cert # 2070958  
ALEC FELHABER  
1111 MYRTLE AVE  
EL PASO TX 79901



- ★ If you have any questions or desire additional information concerning the application process or this certification, please contact the Environmental and Sanitation Business Filing and Verification Unit at (512) 834-6600. In order to serve you better, DSHS would like you to complete the short online survey <https://www.surveymonkey.com/r/RLUsurvey>. The information you provide will assist DSHS in its efforts to continually improve and become more responsive to the needs of its customers. Thank you in advance.

**APPENDIX D**  
**PERFORMANCE CHARACTERISTICS TEST**

## Performance Characteristic Sheet

EFFECTIVE DATE: September 24, 2004

EDITION NO.: 1

### MANUFACTURER AND MODEL:

Make: Niton LLC

Tested Model: XLp 300

Source:  $^{109}\text{Cd}$ 

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:

XLi 300A, XLi 301A, XLi 302A and XLi 303A.

XLp 300A, XLp 301A, XLp 302A and XLp 303A.

XLi 700A, XLi 701A, XLi 702A and XLi 703A.

XLp 700A, XLp 701A, XLp 702A, and XLp 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

## FIELD OPERATION GUIDANCE

### OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

### XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm<sup>2</sup> (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

### SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for:

Brick, Concrete, Drywall, Metal, Plaster, and Wood

### INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed June 2004 with 40 mCi initial strength.

### OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

### EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

### TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

Testing Times Using K+L Reading Mode (Seconds)						
Substrate	All Data			Median for laboratory-measured lead levels (mg/cm <sup>2</sup> )		
	25 <sup>th</sup> Percentile	Median	75 <sup>th</sup> Percentile	Pb < 0.25	0.25 ≤ Pb < 1.0	1.0 ≤ Pb
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

### CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

### DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.



# ANALYTICAL REPORT

## PREPARED FOR

Attn: Samantha Voorhies  
LOI Engineers  
2101 E. Missouri Ave.  
El Paso, Texas 79903

Generated 5/3/2023 4:03:14 PM

## JOB DESCRIPTION

Curry County Fairgrounds  
SDG NUMBER J23-3-1025

## JOB NUMBER

830-3488-1

# Eurofins El Paso

## Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

Analytical test results meet all requirements of the associated regulatory program (i.e., NELAC (TNI), DoD, and ISO 17025) unless otherwise noted under the individual analysis.

## Authorization



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Authorized for release by  
Holly Taylor, Project Manager  
[Holly.Taylor@et.eurofinsus.com](mailto:Holly.Taylor@et.eurofinsus.com)  
(806)794-1296



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# Definitions/Glossary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

## Qualifiers

### Metals

Qualifier	Qualifier Description
4	MS, MSD: The analyte present in the original sample is greater than 4 times the matrix spike concentration; therefore, control limits are not applicable.
F1	MS and/or MSD recovery exceeds control limits.
H	Sample was prepped or analyzed beyond the specified holding time
J	Result is less than the RL but greater than or equal to the MDL and the concentration is an approximate value.
U	Indicates the analyte was analyzed for but not detected.

## Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
▫	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

# Case Narrative

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

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## Job ID: 830-3488-1

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### Laboratory: Eurofins El Paso

#### Narrative

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#### Job Narrative 830-3488-1

#### Receipt

The samples were received on 4/27/2023 2:00 PM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 12.5°C

#### Metals

Method 6020A: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for preparation batch 860-101491 and analytical batch 860-101638 were outside control limits. Sample matrix interference is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

Method 7471A: The following sample(s) was received with less than 2 days remaining on the holding time or less than one shift (8 hours) remaining on a test with a holding time of 48 hours or less. As such, the laboratory had insufficient time remaining to perform the analysis within holding time: B-1 5-6 1/2 (830-3488-1), B1 7 1/2-9 10- 11 1/2 (830-3488-2), B-2 0- 1 1/2 (830-3488-3), B-2 5 -6 1 /2 (830-3488-4), B-2 7 1/2 -9 10 -11 1/ 2 (830-3488-5), B3 0- 1 1/2 (830-3488-6), B-3 5 -6 1/ 2 7 1/2- 9 (830-3488-7), B3 10- 11 1 /2 (830-3488-8), B-4 2 1/2 -4 5 -6 1/2 (830-3488-9) and B-4 7 1/2 9 10- 11 1/2 (830-3488-10).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.



# Client Sample Results

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

**Client Sample ID: B-1 5-6 1/2**

**Lab Sample ID: 830-3488-1**

Date Collected: 04/03/23 08:30

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.45	J F1	4.00	0.200	mg/Kg		05/02/23 20:07	05/03/23 13:25	10
Barium	361		4.00	1.37	mg/Kg		05/02/23 20:07	05/03/23 13:25	10
Cadmium	<0.180	U F1	2.00	0.180	mg/Kg		05/02/23 20:07	05/03/23 13:25	10
Chromium	5.59		4.00	0.540	mg/Kg		05/02/23 20:07	05/03/23 13:25	10
Lead	3.83	F1	2.00	0.130	mg/Kg		05/02/23 20:07	05/03/23 13:25	10
Selenium	<0.310	U F1	2.00	0.310	mg/Kg		05/02/23 20:07	05/03/23 13:25	10
Silver	<0.160	U	2.00	0.160	mg/Kg		05/02/23 20:07	05/03/23 13:25	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.0108	J H	0.0192	0.00861	mg/Kg		05/01/23 23:30	05/02/23 17:36	1

**Client Sample ID: B1 7 1/2-9 10- 11 1/2**

**Lab Sample ID: 830-3488-2**

Date Collected: 04/03/23 08:40

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.11	J	3.92	0.196	mg/Kg		05/02/23 20:07	05/03/23 13:45	10
Barium	385		3.92	1.34	mg/Kg		05/02/23 20:07	05/03/23 13:45	10
Cadmium	<0.176	U	1.96	0.176	mg/Kg		05/02/23 20:07	05/03/23 13:45	10
Chromium	6.69		3.92	0.529	mg/Kg		05/02/23 20:07	05/03/23 13:45	10
Lead	4.50		1.96	0.127	mg/Kg		05/02/23 20:07	05/03/23 13:45	10
Selenium	<0.304	U	1.96	0.304	mg/Kg		05/02/23 20:07	05/03/23 13:45	10
Silver	<0.157	U	1.96	0.157	mg/Kg		05/02/23 20:07	05/03/23 13:45	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00895	U H	0.0200	0.00895	mg/Kg		05/01/23 23:30	05/02/23 17:46	1

**Client Sample ID: B-2 0- 1 1/2**

**Lab Sample ID: 830-3488-3**

Date Collected: 04/03/23 09:00

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.73	J	3.64	0.182	mg/Kg		05/02/23 20:07	05/03/23 13:47	10
Barium	72.0		3.64	1.25	mg/Kg		05/02/23 20:07	05/03/23 13:47	10
Cadmium	<0.164	U	1.82	0.164	mg/Kg		05/02/23 20:07	05/03/23 13:47	10
Chromium	9.29		3.64	0.491	mg/Kg		05/02/23 20:07	05/03/23 13:47	10
Lead	6.78		1.82	0.118	mg/Kg		05/02/23 20:07	05/03/23 13:47	10
Selenium	<0.282	U	1.82	0.282	mg/Kg		05/02/23 20:07	05/03/23 13:47	10
Silver	<0.145	U	1.82	0.145	mg/Kg		05/02/23 20:07	05/03/23 13:47	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.0125	J H	0.0196	0.00877	mg/Kg		05/01/23 23:30	05/02/23 17:47	1

# Client Sample Results

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

**Client Sample ID: B-2 5 -6 1 /2**

**Lab Sample ID: 830-3488-4**

Date Collected: 04/03/23 09:10

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	1.98	J	4.00	0.200	mg/Kg		05/02/23 20:07	05/03/23 13:49	10
Barium	122		4.00	1.37	mg/Kg		05/02/23 20:07	05/03/23 13:49	10
Cadmium	<0.180	U	2.00	0.180	mg/Kg		05/02/23 20:07	05/03/23 13:49	10
Chromium	4.42		4.00	0.540	mg/Kg		05/02/23 20:07	05/03/23 13:49	10
Lead	3.02		2.00	0.130	mg/Kg		05/02/23 20:07	05/03/23 13:49	10
Selenium	<0.310	U	2.00	0.310	mg/Kg		05/02/23 20:07	05/03/23 13:49	10
Silver	<0.160	U	2.00	0.160	mg/Kg		05/02/23 20:07	05/03/23 13:49	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.0107	J H	0.0189	0.00844	mg/Kg		05/01/23 23:30	05/02/23 17:48	1

**Client Sample ID: B-2 7 1/2 -9 10 -11 1/ 2**

**Lab Sample ID: 830-3488-5**

Date Collected: 04/03/23 09:30

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.69	J	3.77	0.189	mg/Kg		05/02/23 20:07	05/03/23 13:52	10
Barium	233		3.77	1.29	mg/Kg		05/02/23 20:07	05/03/23 13:52	10
Cadmium	<0.170	U	1.89	0.170	mg/Kg		05/02/23 20:07	05/03/23 13:52	10
Chromium	7.64		3.77	0.509	mg/Kg		05/02/23 20:07	05/03/23 13:52	10
Lead	5.31		1.89	0.123	mg/Kg		05/02/23 20:07	05/03/23 13:52	10
Selenium	<0.292	U	1.89	0.292	mg/Kg		05/02/23 20:07	05/03/23 13:52	10
Silver	<0.151	U	1.89	0.151	mg/Kg		05/02/23 20:07	05/03/23 13:52	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00844	U H	0.0189	0.00844	mg/Kg		05/01/23 23:30	05/02/23 17:50	1

**Client Sample ID: B3 0- 1 1/2**

**Lab Sample ID: 830-3488-6**

Date Collected: 04/03/23 09:50

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	1.21	J	3.85	0.192	mg/Kg		05/02/23 20:07	05/03/23 13:54	10
Barium	154		3.85	1.32	mg/Kg		05/02/23 20:07	05/03/23 13:54	10
Cadmium	<0.173	U	1.92	0.173	mg/Kg		05/02/23 20:07	05/03/23 13:54	10
Chromium	2.11	J	3.85	0.519	mg/Kg		05/02/23 20:07	05/03/23 13:54	10
Lead	2.20		1.92	0.125	mg/Kg		05/02/23 20:07	05/03/23 13:54	10
Selenium	<0.298	U	1.92	0.298	mg/Kg		05/02/23 20:07	05/03/23 13:54	10
Silver	<0.154	U	1.92	0.154	mg/Kg		05/02/23 20:07	05/03/23 13:54	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00895	U H	0.0200	0.00895	mg/Kg		05/01/23 23:30	05/02/23 17:51	1

# Client Sample Results

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

**Client Sample ID: B-3 5 -6 1/ 2 7 1/2- 9**

**Lab Sample ID: 830-3488-7**

Date Collected: 04/03/23 10:10

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.41	J	3.85	0.192	mg/Kg		05/02/23 20:07	05/03/23 13:56	10
Barium	129		3.85	1.32	mg/Kg		05/02/23 20:07	05/03/23 13:56	10
Cadmium	<0.173	U	1.92	0.173	mg/Kg		05/02/23 20:07	05/03/23 13:56	10
Chromium	6.19		3.85	0.519	mg/Kg		05/02/23 20:07	05/03/23 13:56	10
Lead	4.04		1.92	0.125	mg/Kg		05/02/23 20:07	05/03/23 13:56	10
Selenium	<0.298	U	1.92	0.298	mg/Kg		05/02/23 20:07	05/03/23 13:56	10
Silver	<0.154	U	1.92	0.154	mg/Kg		05/02/23 20:07	05/03/23 13:56	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00877	U H	0.0196	0.00877	mg/Kg		05/01/23 23:30	05/02/23 17:53	1

**Client Sample ID: B3 10- 11 1 /2**

**Lab Sample ID: 830-3488-8**

Date Collected: 04/03/23 10:30

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.39	J	4.00	0.200	mg/Kg		05/02/23 20:07	05/03/23 13:59	10
Barium	154		4.00	1.37	mg/Kg		05/02/23 20:07	05/03/23 13:59	10
Cadmium	<0.180	U	2.00	0.180	mg/Kg		05/02/23 20:07	05/03/23 13:59	10
Chromium	6.89		4.00	0.540	mg/Kg		05/02/23 20:07	05/03/23 13:59	10
Lead	4.73		2.00	0.130	mg/Kg		05/02/23 20:07	05/03/23 13:59	10
Selenium	<0.310	U	2.00	0.310	mg/Kg		05/02/23 20:07	05/03/23 13:59	10
Silver	<0.160	U	2.00	0.160	mg/Kg		05/02/23 20:07	05/03/23 13:59	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00814	U H	0.0182	0.00814	mg/Kg		05/01/23 23:30	05/02/23 17:54	1

**Client Sample ID: B-4 2 1/2 -4 5 -6 1/2**

**Lab Sample ID: 830-3488-9**

Date Collected: 04/03/23 11:00

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.29	J	3.64	0.182	mg/Kg		05/02/23 20:07	05/03/23 14:01	10
Barium	91.5		3.64	1.25	mg/Kg		05/02/23 20:07	05/03/23 14:01	10
Cadmium	<0.164	U	1.82	0.164	mg/Kg		05/02/23 20:07	05/03/23 14:01	10
Chromium	6.30		3.64	0.491	mg/Kg		05/02/23 20:07	05/03/23 14:01	10
Lead	4.34		1.82	0.118	mg/Kg		05/02/23 20:07	05/03/23 14:01	10
Selenium	<0.282	U	1.82	0.282	mg/Kg		05/02/23 20:07	05/03/23 14:01	10
Silver	<0.145	U	1.82	0.145	mg/Kg		05/02/23 20:07	05/03/23 14:01	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.00931	J H	0.0196	0.00877	mg/Kg		05/01/23 23:30	05/02/23 17:55	1



# Client Sample Results

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

**Client Sample ID: B-4 7 1/2 9 10- 11 1/2**

**Lab Sample ID: 830-3488-10**

Date Collected: 04/03/23 11:20

Matrix: Solid

Date Received: 04/27/23 14:00

**Method: SW846 6020A - Metals (ICP/MS)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
<b>Arsenic</b>	<b>2.53</b>	<b>J</b>	3.45	0.172	mg/Kg		05/02/23 20:07	05/03/23 14:04	10
<b>Barium</b>	<b>54.6</b>		3.45	1.18	mg/Kg		05/02/23 20:07	05/03/23 14:04	10
Cadmium	<0.155	U	1.72	0.155	mg/Kg		05/02/23 20:07	05/03/23 14:04	10
<b>Chromium</b>	<b>7.46</b>		3.45	0.466	mg/Kg		05/02/23 20:07	05/03/23 14:04	10
<b>Lead</b>	<b>5.21</b>		1.72	0.112	mg/Kg		05/02/23 20:07	05/03/23 14:04	10
Selenium	<0.267	U	1.72	0.267	mg/Kg		05/02/23 20:07	05/03/23 14:04	10
Silver	<0.138	U	1.72	0.138	mg/Kg		05/02/23 20:07	05/03/23 14:04	10

**Method: SW846 7471A - Mercury (CVAA)**

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00877	U H	0.0196	0.00877	mg/Kg		05/01/23 23:30	05/02/23 17:59	1

## Action Limit Summary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

**Client Sample ID: B-1 5-6 1/2**

**Lab Sample ID: 830-3488-1**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.45	J F1	mg/Kg	5	4.00	6020A	Total/NA
<b>Barium</b>	<b>361</b>		mg/Kg	<b>100</b>	4.00	6020A	Total/NA
Cadmium	<0.180	U F1	mg/Kg	1	2.00	6020A	Total/NA
<b>Chromium</b>	<b>5.59</b>		mg/Kg	<b>5</b>	4.00	6020A	Total/NA
Lead	3.83	F1	mg/Kg	5	2.00	6020A	Total/NA
Selenium	<0.310	U F1	mg/Kg	1	2.00	6020A	Total/NA
Silver	<0.160	U	mg/Kg	5	2.00	6020A	Total/NA
Mercury	0.0108	J H	mg/Kg	0.2	0.0192	7471A	Total/NA

**Client Sample ID: B1 7 1/2-9 10- 11 1/2**

**Lab Sample ID: 830-3488-2**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.11	J	mg/Kg	5	3.92	6020A	Total/NA
<b>Barium</b>	<b>385</b>		mg/Kg	<b>100</b>	3.92	6020A	Total/NA
Cadmium	<0.176	U	mg/Kg	1	1.96	6020A	Total/NA
<b>Chromium</b>	<b>6.69</b>		mg/Kg	<b>5</b>	3.92	6020A	Total/NA
Lead	4.50		mg/Kg	5	1.96	6020A	Total/NA
Selenium	<0.304	U	mg/Kg	1	1.96	6020A	Total/NA
Silver	<0.157	U	mg/Kg	5	1.96	6020A	Total/NA
Mercury	<0.00895	U H	mg/Kg	0.2	0.0200	7471A	Total/NA

**Client Sample ID: B-2 0- 1 1/2**

**Lab Sample ID: 830-3488-3**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.73	J	mg/Kg	5	3.64	6020A	Total/NA
Barium	72.0		mg/Kg	100	3.64	6020A	Total/NA
Cadmium	<0.164	U	mg/Kg	1	1.82	6020A	Total/NA
<b>Chromium</b>	<b>9.29</b>		mg/Kg	<b>5</b>	3.64	6020A	Total/NA
<b>Lead</b>	<b>6.78</b>		mg/Kg	<b>5</b>	1.82	6020A	Total/NA
Selenium	<0.282	U	mg/Kg	1	1.82	6020A	Total/NA
Silver	<0.145	U	mg/Kg	5	1.82	6020A	Total/NA
Mercury	0.0125	J H	mg/Kg	0.2	0.0196	7471A	Total/NA

## Action Limit Summary

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

**Client Sample ID: B-2 5 -6 1 /2**

**Lab Sample ID: 830-3488-4**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	1.98	J	mg/Kg	5	4.00	6020A	Total/NA
<b>Barium</b>	<b>122</b>		mg/Kg	<b>100</b>	4.00	6020A	Total/NA
Cadmium	<0.180	U	mg/Kg	1	2.00	6020A	Total/NA
Chromium	4.42		mg/Kg	5	4.00	6020A	Total/NA
Lead	3.02		mg/Kg	5	2.00	6020A	Total/NA
Selenium	<0.310	U	mg/Kg	1	2.00	6020A	Total/NA
Silver	<0.160	U	mg/Kg	5	2.00	6020A	Total/NA
Mercury	0.0107	J H	mg/Kg	0.2	0.0189	7471A	Total/NA

**Client Sample ID: B-2 7 1/2 -9 10 -11 1/2**

**Lab Sample ID: 830-3488-5**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.69	J	mg/Kg	5	3.77	6020A	Total/NA
<b>Barium</b>	<b>233</b>		mg/Kg	<b>100</b>	3.77	6020A	Total/NA
Cadmium	<0.170	U	mg/Kg	1	1.89	6020A	Total/NA
<b>Chromium</b>	<b>7.64</b>		mg/Kg	<b>5</b>	3.77	6020A	Total/NA
<b>Lead</b>	<b>5.31</b>		mg/Kg	<b>5</b>	1.89	6020A	Total/NA
Selenium	<0.292	U	mg/Kg	1	1.89	6020A	Total/NA
Silver	<0.151	U	mg/Kg	5	1.89	6020A	Total/NA
Mercury	<0.00844	U H	mg/Kg	0.2	0.0189	7471A	Total/NA

**Client Sample ID: B3 0- 1 1/2**

**Lab Sample ID: 830-3488-6**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	1.21	J	mg/Kg	5	3.85	6020A	Total/NA
<b>Barium</b>	<b>154</b>		mg/Kg	<b>100</b>	3.85	6020A	Total/NA
Cadmium	<0.173	U	mg/Kg	1	1.92	6020A	Total/NA
Chromium	2.11	J	mg/Kg	5	3.85	6020A	Total/NA
Lead	2.20		mg/Kg	5	1.92	6020A	Total/NA
Selenium	<0.298	U	mg/Kg	1	1.92	6020A	Total/NA
Silver	<0.154	U	mg/Kg	5	1.92	6020A	Total/NA
Mercury	<0.00895	U H	mg/Kg	0.2	0.0200	7471A	Total/NA

## Action Limit Summary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

**Client Sample ID: B-3 5 -6 1/ 2 7 1/2- 9**

**Lab Sample ID: 830-3488-7**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.41	J	mg/Kg	5	3.85	6020A	Total/NA
<b>Barium</b>	<b>129</b>		mg/Kg	<b>100</b>	3.85	6020A	Total/NA
Cadmium	<0.173	U	mg/Kg	1	1.92	6020A	Total/NA
<b>Chromium</b>	<b>6.19</b>		mg/Kg	<b>5</b>	3.85	6020A	Total/NA
Lead	4.04		mg/Kg	5	1.92	6020A	Total/NA
Selenium	<0.298	U	mg/Kg	1	1.92	6020A	Total/NA
Silver	<0.154	U	mg/Kg	5	1.92	6020A	Total/NA
Mercury	<0.00877	U H	mg/Kg	0.2	0.0196	7471A	Total/NA

**Client Sample ID: B3 10- 11 1 /2**

**Lab Sample ID: 830-3488-8**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.39	J	mg/Kg	5	4.00	6020A	Total/NA
<b>Barium</b>	<b>154</b>		mg/Kg	<b>100</b>	4.00	6020A	Total/NA
Cadmium	<0.180	U	mg/Kg	1	2.00	6020A	Total/NA
<b>Chromium</b>	<b>6.89</b>		mg/Kg	<b>5</b>	4.00	6020A	Total/NA
Lead	4.73		mg/Kg	5	2.00	6020A	Total/NA
Selenium	<0.310	U	mg/Kg	1	2.00	6020A	Total/NA
Silver	<0.160	U	mg/Kg	5	2.00	6020A	Total/NA
Mercury	<0.00814	U H	mg/Kg	0.2	0.0182	7471A	Total/NA

**Client Sample ID: B-4 2 1/2 -4 5 -6 1/2**

**Lab Sample ID: 830-3488-9**

### Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.29	J	mg/Kg	5	3.64	6020A	Total/NA
Barium	91.5		mg/Kg	100	3.64	6020A	Total/NA
Cadmium	<0.164	U	mg/Kg	1	1.82	6020A	Total/NA
<b>Chromium</b>	<b>6.30</b>		mg/Kg	<b>5</b>	3.64	6020A	Total/NA
Lead	4.34		mg/Kg	5	1.82	6020A	Total/NA
Selenium	<0.282	U	mg/Kg	1	1.82	6020A	Total/NA
Silver	<0.145	U	mg/Kg	5	1.82	6020A	Total/NA
Mercury	0.00931	J H	mg/Kg	0.2	0.0196	7471A	Total/NA

# Action Limit Summary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

Client Sample ID: B-4 7 1/2 9 10- 11 1/2

Lab Sample ID: 830-3488-10

## Compliance Check

The results obtained from the analytical testing of this data set were checked against compliance limits received from the client. Any results at or above the compliance limits have been highlighted for your convenience.

Analyte	Result	Qualifier	Unit	Limit	RL	Method	Prep Type
Arsenic	2.53	J	mg/Kg	5	3.45	6020A	Total/NA
Barium	54.6		mg/Kg	100	3.45	6020A	Total/NA
Cadmium	<0.155	U	mg/Kg	1	1.72	6020A	Total/NA
<b>Chromium</b>	<b>7.46</b>		mg/Kg	<b>5</b>	3.45	6020A	Total/NA
<b>Lead</b>	<b>5.21</b>		mg/Kg	<b>5</b>	1.72	6020A	Total/NA
Selenium	<0.267	U	mg/Kg	1	1.72	6020A	Total/NA
Silver	<0.138	U	mg/Kg	5	1.72	6020A	Total/NA
Mercury	<0.00877	U H	mg/Kg	0.2	0.0196	7471A	Total/NA

# QC Sample Results

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

## Method: 6020A - Metals (ICP/MS)

**Lab Sample ID: MB 860-101491/1-A**  
**Matrix: Solid**  
**Analysis Batch: 101638**

**Client Sample ID: Method Blank**  
**Prep Type: Total/NA**  
**Prep Batch: 101491**

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Arsenic	<0.0200	U	0.400	0.0200	mg/Kg		05/02/23 20:06	05/03/23 13:16	1
Barium	<0.137	U	0.400	0.137	mg/Kg		05/02/23 20:06	05/03/23 13:16	1
Cadmium	<0.0180	U	0.200	0.0180	mg/Kg		05/02/23 20:06	05/03/23 13:16	1
Chromium	<0.0540	U	0.400	0.0540	mg/Kg		05/02/23 20:06	05/03/23 13:16	1
Lead	<0.0130	U	0.200	0.0130	mg/Kg		05/02/23 20:06	05/03/23 13:16	1
Selenium	<0.0310	U	0.200	0.0310	mg/Kg		05/02/23 20:06	05/03/23 13:16	1
Silver	<0.0160	U	0.200	0.0160	mg/Kg		05/02/23 20:06	05/03/23 13:16	1

**Lab Sample ID: LCS 860-101491/2-A**  
**Matrix: Solid**  
**Analysis Batch: 101638**

**Client Sample ID: Lab Control Sample**  
**Prep Type: Total/NA**  
**Prep Batch: 101491**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Barium	10.0	9.765		mg/Kg		98	80 - 120
Cadmium	10.0	9.969		mg/Kg		100	80 - 120
Chromium	10.0	9.924		mg/Kg		99	80 - 120
Lead	10.0	9.912		mg/Kg		99	80 - 120
Selenium	10.0	9.917		mg/Kg		99	80 - 120
Silver	5.00	4.969		mg/Kg		99	80 - 120

**Lab Sample ID: LCSD 860-101491/3-A**  
**Matrix: Solid**  
**Analysis Batch: 101638**

**Client Sample ID: Lab Control Sample Dup**  
**Prep Type: Total/NA**  
**Prep Batch: 101491**

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	
								RPD	Limit
Arsenic	10.0	9.881		mg/Kg		99	80 - 120	2	20
Barium	10.0	9.935		mg/Kg		99	80 - 120	2	20
Cadmium	10.0	10.33		mg/Kg		103	80 - 120	4	20
Chromium	10.0	10.24		mg/Kg		102	80 - 120	3	20
Lead	10.0	10.08		mg/Kg		101	80 - 120	2	20
Selenium	10.0	10.05		mg/Kg		101	80 - 120	1	20
Silver	5.00	4.749		mg/Kg		95	80 - 120	5	20

**Lab Sample ID: 830-3488-1 MS**  
**Matrix: Solid**  
**Analysis Batch: 101638**

**Client Sample ID: B-1 5-6 1/2**  
**Prep Type: Total/NA**  
**Prep Batch: 101491**

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Barium	361		10.0	214.9	4	mg/Kg		-1459	75 - 125
Cadmium	<0.180	U F1	10.0	7.285	F1	mg/Kg		73	75 - 125
Chromium	5.59		10.0	13.33		mg/Kg		77	75 - 125
Lead	3.83	F1	10.0	10.49	F1	mg/Kg		67	75 - 125
Selenium	<0.310	U F1	10.0	6.409	F1	mg/Kg		64	75 - 125
Silver	<0.160	U	5.00	3.770		mg/Kg		75	75 - 125

# QC Sample Results

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

## Method: 6020A - Metals (ICP/MS) (Continued)

Lab Sample ID: 830-3488-1 MSD  
Matrix: Solid  
Analysis Batch: 101638

Client Sample ID: B-1 5-6 1/2  
Prep Type: Total/NA  
Prep Batch: 101491

Analyte	Sample	Sample	Spike	MSD	MSD	Unit	D	%Rec	%Rec	RPD	Limit
	Result	Qualifier	Added	Result	Qualifier				Limits		
Arsenic	2.45	J F1	10.0	9.871	F1	mg/Kg		74	75 - 125	8	20
Barium	361		10.0	215.5	4	mg/Kg		-1453	75 - 125	0	20
Cadmium	<0.180	U F1	10.0	7.679		mg/Kg		77	75 - 125	5	20
Chromium	5.59		10.0	13.92		mg/Kg		83	75 - 125	4	20
Lead	3.83	F1	10.0	11.13	F1	mg/Kg		73	75 - 125	6	20
Selenium	<0.310	U F1	10.0	7.665		mg/Kg		77	75 - 125	18	20
Silver	<0.160	U	5.00	3.900		mg/Kg		78	75 - 125	3	20

## Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 860-101310/10-A  
Matrix: Solid  
Analysis Batch: 101492

Client Sample ID: Method Blank  
Prep Type: Total/NA  
Prep Batch: 101310

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Mercury	<0.00895	U	0.0200	0.00895	mg/Kg		05/01/23 23:29	05/02/23 17:10	1

Lab Sample ID: LCS 860-101310/11-A  
Matrix: Solid  
Analysis Batch: 101492

Client Sample ID: Lab Control Sample  
Prep Type: Total/NA  
Prep Batch: 101310

Analyte	Spike	LCS	LCS	Unit	D	%Rec	%Rec
							Added
Mercury	0.200	0.2097		mg/Kg		105	80 - 120

Lab Sample ID: LCSD 860-101310/12-A  
Matrix: Solid  
Analysis Batch: 101492

Client Sample ID: Lab Control Sample Dup  
Prep Type: Total/NA  
Prep Batch: 101310

Analyte	Spike	LCSD	LCSD	Unit	D	%Rec	%Rec	RPD	Limit
							Added		
Mercury	0.200	0.2038		mg/Kg		102	80 - 120	3	20

Lab Sample ID: 830-3488-1 MS  
Matrix: Solid  
Analysis Batch: 101492

Client Sample ID: B-1 5-6 1/2  
Prep Type: Total/NA  
Prep Batch: 101310

Analyte	Sample	Sample	Spike	MS	MS	Unit	D	%Rec	%Rec
	Result	Qualifier	Added	Result	Qualifier				Limits
Mercury	0.0108	J H	0.200	0.1970		mg/Kg		93	75 - 125

Lab Sample ID: 830-3488-1 MSD  
Matrix: Solid  
Analysis Batch: 101492

Client Sample ID: B-1 5-6 1/2  
Prep Type: Total/NA  
Prep Batch: 101310

Analyte	Sample	Sample	Spike	MSD	MSD	Unit	D	%Rec	%Rec	RPD	Limit
	Result	Qualifier	Added	Result	Qualifier				Limits		
Mercury	0.0108	J H	0.200	0.1995		mg/Kg		94	75 - 125	1	20

# QC Association Summary

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

## Metals

### Prep Batch: 101310

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
830-3488-1	B-1 5-6 1/2	Total/NA	Solid	7471A	
830-3488-2	B1 7 1/2-9 10- 11 1/2	Total/NA	Solid	7471A	
830-3488-3	B-2 0- 1 1/2	Total/NA	Solid	7471A	
830-3488-4	B-2 5 -6 1 /2	Total/NA	Solid	7471A	
830-3488-5	B-2 7 1/2 -9 10 -11 1/ 2	Total/NA	Solid	7471A	
830-3488-6	B3 0- 1 1/2	Total/NA	Solid	7471A	
830-3488-7	B-3 5 -6 1/ 2 7 1/2- 9	Total/NA	Solid	7471A	
830-3488-8	B3 10- 11 1 /2	Total/NA	Solid	7471A	
830-3488-9	B-4 2 1/2 -4 5 -6 1/2	Total/NA	Solid	7471A	
830-3488-10	B-4 7 1/2 9 10- 11 1/2	Total/NA	Solid	7471A	
MB 860-101310/10-A	Method Blank	Total/NA	Solid	7471A	
LCS 860-101310/11-A	Lab Control Sample	Total/NA	Solid	7471A	
LCS 860-101310/12-A	Lab Control Sample Dup	Total/NA	Solid	7471A	
830-3488-1 MS	B-1 5-6 1/2	Total/NA	Solid	7471A	
830-3488-1 MSD	B-1 5-6 1/2	Total/NA	Solid	7471A	

### Prep Batch: 101491

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
830-3488-1	B-1 5-6 1/2	Total/NA	Solid	3051A	
830-3488-2	B1 7 1/2-9 10- 11 1/2	Total/NA	Solid	3051A	
830-3488-3	B-2 0- 1 1/2	Total/NA	Solid	3051A	
830-3488-4	B-2 5 -6 1 /2	Total/NA	Solid	3051A	
830-3488-5	B-2 7 1/2 -9 10 -11 1/ 2	Total/NA	Solid	3051A	
830-3488-6	B3 0- 1 1/2	Total/NA	Solid	3051A	
830-3488-7	B-3 5 -6 1/ 2 7 1/2- 9	Total/NA	Solid	3051A	
830-3488-8	B3 10- 11 1 /2	Total/NA	Solid	3051A	
830-3488-9	B-4 2 1/2 -4 5 -6 1/2	Total/NA	Solid	3051A	
830-3488-10	B-4 7 1/2 9 10- 11 1/2	Total/NA	Solid	3051A	
MB 860-101491/1-A	Method Blank	Total/NA	Solid	3051A	
LCS 860-101491/2-A	Lab Control Sample	Total/NA	Solid	3051A	
LCS 860-101491/3-A	Lab Control Sample Dup	Total/NA	Solid	3051A	
830-3488-1 MS	B-1 5-6 1/2	Total/NA	Solid	3051A	
830-3488-1 MSD	B-1 5-6 1/2	Total/NA	Solid	3051A	

### Analysis Batch: 101492

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
830-3488-1	B-1 5-6 1/2	Total/NA	Solid	7471A	101310
830-3488-2	B1 7 1/2-9 10- 11 1/2	Total/NA	Solid	7471A	101310
830-3488-3	B-2 0- 1 1/2	Total/NA	Solid	7471A	101310
830-3488-4	B-2 5 -6 1 /2	Total/NA	Solid	7471A	101310
830-3488-5	B-2 7 1/2 -9 10 -11 1/ 2	Total/NA	Solid	7471A	101310
830-3488-6	B3 0- 1 1/2	Total/NA	Solid	7471A	101310
830-3488-7	B-3 5 -6 1/ 2 7 1/2- 9	Total/NA	Solid	7471A	101310
830-3488-8	B3 10- 11 1 /2	Total/NA	Solid	7471A	101310
830-3488-9	B-4 2 1/2 -4 5 -6 1/2	Total/NA	Solid	7471A	101310
830-3488-10	B-4 7 1/2 9 10- 11 1/2	Total/NA	Solid	7471A	101310
MB 860-101310/10-A	Method Blank	Total/NA	Solid	7471A	101310
LCS 860-101310/11-A	Lab Control Sample	Total/NA	Solid	7471A	101310
LCS 860-101310/12-A	Lab Control Sample Dup	Total/NA	Solid	7471A	101310
830-3488-1 MS	B-1 5-6 1/2	Total/NA	Solid	7471A	101310
830-3488-1 MSD	B-1 5-6 1/2	Total/NA	Solid	7471A	101310



# QC Association Summary

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

## Metals

### Analysis Batch: 101638

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
830-3488-1	B-1 5-6 1/2	Total/NA	Solid	6020A	101491
830-3488-2	B1 7 1/2-9 10- 11 1/2	Total/NA	Solid	6020A	101491
830-3488-3	B-2 0- 1 1/2	Total/NA	Solid	6020A	101491
830-3488-4	B-2 5 -6 1 /2	Total/NA	Solid	6020A	101491
830-3488-5	B-2 7 1/2 -9 10 -11 1/ 2	Total/NA	Solid	6020A	101491
830-3488-6	B3 0- 1 1/2	Total/NA	Solid	6020A	101491
830-3488-7	B-3 5 -6 1/ 2 7 1/2- 9	Total/NA	Solid	6020A	101491
830-3488-8	B3 10- 11 1 /2	Total/NA	Solid	6020A	101491
830-3488-9	B-4 2 1/2 -4 5 -6 1/2	Total/NA	Solid	6020A	101491
830-3488-10	B-4 7 1/2 9 10- 11 1/2	Total/NA	Solid	6020A	101491
MB 860-101491/1-A	Method Blank	Total/NA	Solid	6020A	101491
LCS 860-101491/2-A	Lab Control Sample	Total/NA	Solid	6020A	101491
LCSD 860-101491/3-A	Lab Control Sample Dup	Total/NA	Solid	6020A	101491
830-3488-1 MS	B-1 5-6 1/2	Total/NA	Solid	6020A	101491
830-3488-1 MSD	B-1 5-6 1/2	Total/NA	Solid	6020A	101491

# Lab Chronicle

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

**Client Sample ID: B-1 5-6 1/2**

**Lab Sample ID: 830-3488-1**

Date Collected: 04/03/23 08:30

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.5 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:25	DP	EET HOU
Total/NA	Prep	7471A			.52 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:36	SHZ	EET HOU

**Client Sample ID: B1 7 1/2-9 10- 11 1/2**

**Lab Sample ID: 830-3488-2**

Date Collected: 04/03/23 08:40

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.51 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:45	DP	EET HOU
Total/NA	Prep	7471A			.5 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:46	SHZ	EET HOU

**Client Sample ID: B-2 0- 1 1/2**

**Lab Sample ID: 830-3488-3**

Date Collected: 04/03/23 09:00

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.55 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:47	DP	EET HOU
Total/NA	Prep	7471A			.51 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:47	SHZ	EET HOU

**Client Sample ID: B-2 5 -6 1 1/2**

**Lab Sample ID: 830-3488-4**

Date Collected: 04/03/23 09:10

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.5 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:49	DP	EET HOU
Total/NA	Prep	7471A			.53 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:48	SHZ	EET HOU

**Client Sample ID: B-2 7 1/2 -9 10 -11 1/ 2**

**Lab Sample ID: 830-3488-5**

Date Collected: 04/03/23 09:30

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.53 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:52	DP	EET HOU
Total/NA	Prep	7471A			.53 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:50	SHZ	EET HOU

# Lab Chronicle

Client: LOI Engineers  
 Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
 SDG: J23-3-1025

**Client Sample ID: B3 0- 1 1/2**

**Lab Sample ID: 830-3488-6**

Date Collected: 04/03/23 09:50

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.52 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:54	DP	EET HOU
Total/NA	Prep	7471A			.5 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:51	SHZ	EET HOU

**Client Sample ID: B-3 5 -6 1/ 2 7 1/2- 9**

**Lab Sample ID: 830-3488-7**

Date Collected: 04/03/23 10:10

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.52 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:56	DP	EET HOU
Total/NA	Prep	7471A			.51 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:53	SHZ	EET HOU

**Client Sample ID: B3 10- 11 1 /2**

**Lab Sample ID: 830-3488-8**

Date Collected: 04/03/23 10:30

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.5 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 13:59	DP	EET HOU
Total/NA	Prep	7471A			.55 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:54	SHZ	EET HOU

**Client Sample ID: B-4 2 1/2 -4 5 -6 1/2**

**Lab Sample ID: 830-3488-9**

Date Collected: 04/03/23 11:00

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.55 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 14:01	DP	EET HOU
Total/NA	Prep	7471A			.51 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:55	SHZ	EET HOU

**Client Sample ID: B-4 7 1/2 9 10- 11 1/2**

**Lab Sample ID: 830-3488-10**

Date Collected: 04/03/23 11:20

Matrix: Solid

Date Received: 04/27/23 14:00

Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	3051A			.58 g	50 mL	101491	05/02/23 20:07	AGR	EET HOU
Total/NA	Analysis	6020A		10			101638	05/03/23 14:04	DP	EET HOU
Total/NA	Prep	7471A			.51 g	50 mL	101310	05/01/23 23:30	AGR	EET HOU
Total/NA	Analysis	7471A		1			101492	05/02/23 17:59	SHZ	EET HOU

# Lab Chronicle

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

**Laboratory References:**

EET HOU = Eurofins Houston, 4145 Greenbriar Dr, Stafford, TX 77477, TEL (281)240-4200

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# Accreditation/Certification Summary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

## Laboratory: Eurofins Houston

The accreditations/certifications listed below are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Texas	NELAP	T104704215-23-50	06-30-23

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# Method Summary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

Method	Method Description	Protocol	Laboratory
6020A	Metals (ICP/MS)	SW846	EET HOU
7471A	Mercury (CVAA)	SW846	EET HOU
3051A	Preparation, Metals, Microwave Assisted	SW846	EET HOU
7471A	Preparation, Mercury	SW846	EET HOU

**Protocol References:**

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

**Laboratory References:**

EET HOU = Eurofins Houston, 4145 Greenbriar Dr, Stafford, TX 77477, TEL (281)240-4200



# Sample Summary

Client: LOI Engineers  
Project/Site: Curry County Fairgrounds

Job ID: 830-3488-1  
SDG: J23-3-1025

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
830-3488-1	B-1 5-6 1/2	Solid	04/03/23 08:30	04/27/23 14:00
830-3488-2	B1 7 1/2-9 10- 11 1/2	Solid	04/03/23 08:40	04/27/23 14:00
830-3488-3	B-2 0- 1 1/2	Solid	04/03/23 09:00	04/27/23 14:00
830-3488-4	B-2 5 -6 1 /2	Solid	04/03/23 09:10	04/27/23 14:00
830-3488-5	B-2 7 1/2 -9 10 -11 1/ 2	Solid	04/03/23 09:30	04/27/23 14:00
830-3488-6	B3 0- 1 1/2	Solid	04/03/23 09:50	04/27/23 14:00
830-3488-7	B-3 5 -6 1/ 2 7 1/2- 9	Solid	04/03/23 10:10	04/27/23 14:00
830-3488-8	B3 10- 11 1 /2	Solid	04/03/23 10:30	04/27/23 14:00
830-3488-9	B-4 2 1/2 -4 5 -6 1/2	Solid	04/03/23 11:00	04/27/23 14:00
830-3488-10	B-4 7 1/2 9 10- 11 1/2	Solid	04/03/23 11:20	04/27/23 14:00

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eurofins

Environment Testing  
Xenco

# Chain of Custody

Houston, TX (281) 240-4200, Dallas, TX (214) 902-0300  
Midland, TX (432) 704-5440, San Antonio, TX (210) 505-3334  
EL Paso, TX (915) 585-3443, Lubbock, TX (806) 794-1296  
Hobbs, NM (575) 392-7550, Carlsbad, NM (575) 988-3199

Work Order No:

www.xenco.com Page of

Project Manager: Samantha Vorhies	Bill to: (if different)
Company Name: LOL Engineers	Company Name:
Address: 2101 E. Missouri Ave	Address:
City, State ZIP: El Paso, TX 79903	City, State ZIP:
Phone: (915) 781-1532	Email: <a href="mailto:Svorhies@lol-engineers.com">Svorhies@lol-engineers.com</a>

Program: <input type="checkbox"/> UST/PST <input type="checkbox"/> PRP <input type="checkbox"/> Brownfields <input type="checkbox"/> RRC <input type="checkbox"/> Superfund <input type="checkbox"/>
State of Project:
Reporting: Level II <input type="checkbox"/> Level III <input type="checkbox"/> PST/UST <input type="checkbox"/> TRRP <input type="checkbox"/> Level IV <input type="checkbox"/>
Deliverables: EDD <input type="checkbox"/> ADaPT <input type="checkbox"/> Other:

Project Name: Curry County Fairgrounds	Turn Around	ANALYSIS REQUEST	Preservative Codes
Project Number: J23-3-1025	<input checked="" type="checkbox"/> Routine <input type="checkbox"/> Rush		None: NO DI Water: H <sub>2</sub> O
Project Location: Clovis, NM	Due Date: 5-5-23		Cool: Cool MeOH: Me
Sampler's Name: Gabriel Tarango	TAT starts the day received by the lab, if received by 4:30pm		HCL: HC HNO <sub>3</sub> : HN
PO #:	Wet Ice: Yes No		H <sub>2</sub> SO <sub>4</sub> : H <sub>2</sub> NaOH: Na

Sample Identification	Matrix	Date Sampled	Time Sampled	Depth (ft)	Grab/Comp	# of Cont	Parameters	Pres. Code	Sample Comments
B-1 5-G <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	8:30am	5-6 <sup>1</sup> / <sub>2</sub>	Grab	1			
B-1 7 <sup>1</sup> / <sub>2</sub> -9 10-11 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	8:30am	7 <sup>1</sup> / <sub>2</sub> -11 <sup>1</sup> / <sub>2</sub>	Comp	1			
B-2 0-1 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	9:00am	0-1 <sup>1</sup> / <sub>2</sub>	Grab	1			
B-2 8 <sup>1</sup> / <sub>2</sub> -9	Soil	4-3-23	9:10am	5-6 <sup>1</sup> / <sub>2</sub>	Grab	1			
B-2 7 <sup>1</sup> / <sub>2</sub> -9 10-11 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	9:30am	7 <sup>1</sup> / <sub>2</sub> -11 <sup>1</sup> / <sub>2</sub>	Comp	1			
B-3 0-1 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	9:50am	0-1 <sup>1</sup> / <sub>2</sub>	Grab	1			
B-3 5-G <sup>1</sup> / <sub>2</sub> 7 <sup>1</sup> / <sub>2</sub> -9	Soil	4-3-23	10:0am	5-9	Comp	1			
B-3 10-11 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	10:30am	10-11 <sup>1</sup> / <sub>2</sub>	Grab	1			
B-4 2 <sup>1</sup> / <sub>2</sub> -4 5-6 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	11:00am	2 <sup>1</sup> / <sub>2</sub> -6 <sup>1</sup> / <sub>2</sub>	Comp	1			
B-4 7 <sup>1</sup> / <sub>2</sub> -9 10-11 <sup>1</sup> / <sub>2</sub>	Soil	4-3-23	11:20am	7 <sup>1</sup> / <sub>2</sub> -11 <sup>1</sup> / <sub>2</sub>	Comp	1			



Total 200.7/6010 200.8/6020: 8RCRA 13PPM Texas 11 Al Sb As Ba Be B Cd Ca Cr Co Cu Fe Pb Mg Mn Mo Ni K Se Ag SiO<sub>2</sub> Na Sr Ti Sn U V Zn  
Circle Method(s) and Metal(s) to be analyzed TCLP / SPLP 6010: 8RCRA Sb As Ba Be Cd Cr Co Cu Pb Mn Mo Ni Se Ag Ti U Hg: 1631 / 245.1 / 7470 / 7471

(Notice: Signature of this document and relinquishment of samples constitutes a valid purchase order from client company to Eurofins Xenco, its affiliates and subcontractors. It assigns standard terms and conditions of service. Eurofins Xenco will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Xenco. A minimum charge of \$85.00 will be applied to each project and a charge of \$5 for each sample submitted to Eurofins Xenco, but not analyzed. These terms will be enforced unless previously negotiated.)

Relinquished by: (Signature)	Received by: (Signature)	Date/Time	Relinquished by: (Signature)	Received by: (Signature)	Date/Time
S. V. L.	J. J. E.	4/27/23 14:00			





## Login Sample Receipt Checklist

Client: LOI Engineers

Job Number: 830-3488-1

SDG Number: J23-3-1025

**Login Number: 3488**

**List Number: 1**

**Creator: Aparicio, Niria**

**List Source: Eurofins El Paso**

Question	Answer	Comment
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	N/A	



## Login Sample Receipt Checklist

Client: LOI Engineers

Job Number: 830-3488-1

SDG Number: J23-3-1025

**Login Number: 3488**

**List Number: 2**

**Creator: Canadilla, Surelis**

**List Source: Eurofins Houston**

**List Creation: 04/28/23 01:29 PM**

Question	Answer	Comment
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	N/A	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	





LOI File No. J23-3-1025  
April 21, 2023

Mr. Eric D. Trujillo, P.E.  
Luchini Trujillo Structural Engineers, Inc.  
4110 Wolcott Avenue NE, Suite C  
Albuquerque, NM 87109

Re: Phase I Environmental Site Assessment – Curry County Livestock Pavilion  
600 South Norris Street  
Clovis, Curry County, New Mexico

Dear Mr. Trujillo:

We thank you for the opportunity to present the enclosed Phase I Environmental Site Assessment report for the above referenced project site. We were authorized to proceed with this study on March 31, 2023, by Mr. Lance Pyle, representing Curry County. The information we are presenting herein describes the procedures utilized for field investigation and database review, along with the results of our assessment. It also includes our evaluation of the data obtained and conclusions regarding recognized environmental concerns.

Reliance of this Phase I Environmental Site Assessment is hereby extended to the following party: Curry County.

It was a pleasure to work with you on this phase of your project, and we look forward to assist you further on this and other future projects. If you have any questions regarding the information we present herein, please call us.

Respectfully submitted,  
**LYDICK ENGINEERS & SURVEYORS, INC.**

Samantha Voorhies  
Environmental Scientist

Bernardine Ologue, P.E., PMP  
Project Manager

Copies: Above (1) Via E-mail  
Mr. Robert C. Lydick, P.E. Via-Email

# Phase I Environmental Site Assessment

Property Site:

**Phase I Environmental Site Assessment**

**Curry County Livestock Pavilion**

**Legal Description: "Section-17 Township-02N Range-36E TR SE4 24.69 acres E2 SE4  
Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with**

**Property Code: 1212010464080**

**600 South Norris Street, Clovis, Curry County, New Mexico**

**LOI File No. J23-3-1025**

Prepared for:

**Luchini Trujillo Structural Engineers, Inc.**

4110 Wolcott Avenue NE, Suite C

Albuquerque, NM 87109

Prepared by:

**LYDICK ENGINEERS & SURVEYORS, INC.**

205 East 2nd Street

Clovis, NM 88101

April 21, 2023



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## **1.0 EXECUTIVE SUMMARY**

On behalf of Luchini Trujillo Structural Engineers, Inc. (Client), Lydick Engineers & Surveyors, Inc. (LE&S) performed a Phase I Environmental Site Assessment (ESA) of a property with the following legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080 in Clovis, Curry County, New Mexico. According to Curry County Assessor's Office, the property is currently owned by Curry County. To assist in the due diligence requirement of environmental assessments, this study was performed in accordance with ASTM Standard E-1527-21, Standard Practice for Phase I Environmental Site Assessments. The objective of the Phase I ESA was to examine the current condition of the site in terms of environmental hazards, and determine if the soil, groundwater or general surfaces would be affected by recognized environmental concerns (RECs) or by controlled recognized environmental conditions identified either on the subject site or an adjoining property.

The subject site which is located within the Curry County Fairgrounds, is about ±60,000 square feet in size, is currently an active subject site that has holding areas for specific livestock, a portion of an outdoor rodeo arena, and multiple building structures all that serve different purposes for events. Also, a camper that is currently in use. A summary of findings is provided below. However, details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

## **HISTORICAL REVIEW**

LE&S reviewed select and available historical documentation including: aerial photographs, topographic maps, and city directories. Based upon review of this information the subject site was found to not have any indications of potential RECs, and also no violations listed.

## **REGULATORY REVIEW**

LE&S reviewed available federal and state environmental regulatory lists. Based on our review, the subject site was found to have no indications of potential recognized environmental conditions and no violations listed.

## **ON-SITE RECOGNIZED ENVIRONMENTAL CONCERNS**

There are **no on-site Recognized Environmental Concerns (RECs) on the subject site.**

## **OFF-SITE CONCERNS**

It is our opinion that the adjacent properties do not represent a REC to the subject site.

## **RECOMMENDATIONS**

Based on the data reviewed by LE&S, no RECs were found on the subject site and no violations listed. While the executive summary is an integral part of the report, it should not be used in lieu of reading the entire report including the appendices.

**END OF EXECUTIVE SUMMARY**

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## **2.0 INTRODUCTION**

Luchini Trujillo Structural Engineers, Inc. (Client), authorized Lydick Engineers & Surveyors, Inc. (LE&S) to perform a Phase I Environmental Site Assessment of a property (here after referred to as "subject site") is located within the Curry County Fairgrounds, is about  $\pm 60,000$  square feet in size, in Clovis, Curry County, New Mexico. The GPS coordinates of subject site are 34°23'35.50" North and 103°10'55.53" West.

### **2.1 Purpose**

The purpose of this assessment is to identify Recognized Environmental Concerns within the subject site and provide the resulting information to Client to assist Client in meeting "all appropriate inquiries requirement of the landowner liability protections under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)". The purpose of this assessment was to identify recognized environmental concerns (RECs) and controlled recognized environmental conditions from practices and activities that have occurred on the subject site or adjacent sites to the extent feasible pursuant to ASTM Standard E-1527-21.

### **2.2 Scope of Services**

This ESA was performed in accordance with ASTM Standard E-1527-21 to assist Client in identifying information pursuant to REC's associated with the subject site. The term REC means the presence or likely presence of any hazardous substances or petroleum products that are indicative as threats of a release onto ground surfaces, groundwater or surface waters located on the subject site. This term is not intended to include a *de minimis* condition that generally does not present a material risk of harm to public health or the environment. *De minimis* conditions are not normally subject to enforcement action if identified by governing agencies. The conclusion of this report was ascertained through a regulatory database review, historical and physical records review, interviews, and visual noninvasive reconnaissance of the subject site and adjoining property.

A controlled environmental condition is the result of a past release of hazardous

substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

Limitations and ASTM deviations are evident from reviewing the applicable scope of services and the report text. Our scope of services pursuant to ASTM Standard E-1527-21 does not include sampling practices for the purpose of this assessment. LE&S examined the current use of the subject site and identified historical uses of it to determine if recognized environmental concerns exist. LE&S examined historical documents, governmental databases, aerial photographs, governmental environmental files, and Sanborn Fire Insurance Maps. A good faith effort was made to identify possible environmental conditions that might affect the development of the subject site.

### **2.3 Significant Assumptions**

No assumptions beyond those allowed by the ASTM Standard Practice E-1527-21, or those described in this report were made in the performance of this assessment.

### **2.4 Limitations and Exceptions of Assessment**

LE&S site reconnaissance included walk-throughs of the subject site on April 11, 2023. A drive-by observation of surrounding and adjacent properties was also performed.

The services performed by LE&S are limited to those requested by Client and/or its representatives, and no other services beyond those explicitly stated should be inferred or implied.

The findings and opinions are relevant to the subject site and dates of our site visit and should not be relied upon to represent conditions at substantially later dates. If additional information becomes available which might impact our environmental conclusions, we request the opportunity to review the information, reassess the potential concerns, and modify our opinions, if warranted.

Although this assessment has attempted to identify the potential for contamination of the

subject site, potential sources of contamination may have escaped detection due to: (1) the limited scope of this assessment, (2) the inaccuracy of public records, and (3) the presence of undetected and unreported environmental incidents.

The conclusions presented in this report are professional opinions based solely upon LE&S's field observations and readily available historical information. These conclusions are intended exclusively for the purpose stated herein, at the subject site, and for the project indicated. This study was not intended to be a definitive investigation of possible contamination at the subject site, but instead to determine if there is reason to suspect the possibility of contamination of the subject site. The conclusions set forth are without the benefit of groundwater sampling and testing. They cannot necessarily apply to conditions and features of which LE&S is unaware of and has not had the opportunity to evaluate.

We have performed our professional services, have obtained the data presented in this report, and have formulated our findings and recommendations in general accordance with Standard Practice ASTM E-1527-21. Nonetheless, LE&S cannot and does not guarantee the authenticity or reliability of the information not produced by LE&S.

## **2.5 Special Terms and Conditions**

The Phase I Environmental Site Assessment was performed to assess the subject site and its possible contamination by hazardous materials or petroleum products prior to the modification of title/ownership of the subject site.

## **2.6 User Reliance**

This Phase I ESA report has been prepared for the exclusive use and reliance by Curry County and Luchini Trujillo Structural Engineers, Inc. Use or reliance by any other party is prohibited without the written authorization of LE&S.

Reliance on the Phase I ESA by Client and all authorized parties will be subject to the terms and conditions and limitations stated in the proposal, Phase I ESA report, and LE&S's terms and conditions. The limitations of liability defined in the Terms and Conditions is the

aggregate limit of LE&S's liability to the Client and all relying parties.

### **3.0 SITE DESCRIPTION**

#### **3.1 Location and Legal Description**

The subject site which is located within the Curry County Fairgrounds, is about  $\pm 60,000$  square feet in size. The subject site is located in Clovis, Curry County, New Mexico. According to the Curry County Assessor's Office, the subject site has the following legal description: "Section-17 Township-02N Range-36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.

#### **3.2 Site and Vicinity General Characteristics**

Ms. Samantha Voorhies and Mr. Jose Garcia, of LE&S conducted a site reconnaissance of the subject site on April 11, 2023. The subject site which is located within the Curry County Fairgrounds, is about  $\pm 60,000$  square feet in size, is currently active and exhibits over 10 building structures that are located near the center of the subject site and each serve different purposes. Such purposes include, but not limited to, restroom facilities, holding livestock, and concession stands. Paved and unpaved parking areas also near the center of the subject site and a ponding area located towards the northwest corner of the subject site. Farming equipment, vehicles, and two sand mounds were exhibited toward the north side of the subject site. Also, a camper bordered by a chain link fence is located behind the livestock buildings and appeared to be in use at the time of LE&S site visit.

Along the north side of the subject site, loose materials and debris were encountered during the site visit consisting of, but not limited to, tires, empty buckets and steel drums, metal rods, and metal fences. The south side of the subject site is currently an open field with three access roads that parallel the west side of the subject site. There are some underground electric and water connections throughout the subject site. Also, overhead field lights were observed throughout the subject site, along with overhead powerlines

that parallel the south and east sides of the subject site.

To the north, the subject site is bounded by a chain link fence and active railroad tracks. To the east, the subject site is bounded by a chain link fence, a portion of an outdoor rodeo arena, a dairy supplier facility and a partially-paved surface. To the south, the subject site is bounded by overhead powerlines that parallel the south side of the subject site, and East Brady Avenue. To the west, the subject site is bounded by a chain link fence, an active event center with an associated paved parking lot, and a ponding area.

### **3.3 Current Uses of the Property**

According to the aerial photographs that LE&S reviewed and a site visit of the subject site conducted on April 11, 2023, the property with property code: 1212010464080 has holding areas for selected livestock, a portion of an outdoor rodeo arena, and multiple building structures all that serve different purposes for events. Also, a camper that is currently in use.

### **3.4 Description of Structures, Improvements to the Property Site**

According to the information reviewed and provided by Client, the subject site which is located within the Curry County Fairgrounds, is about ±60,000 square feet in size. The building structures that are located near the center of the subject site each serve different purposes. Such purposes include, but not limited to, restroom facilities, holding livestock, and concession stands.

### **3.5 Current Uses of Adjoining Property**

North: To the north, the site is bounded by active railroad tracks, Marbry Drive, and commercial development.

West: To the west, the site is bounded by Curry County Fairgrounds Event Center and commercial development.

South: To the south, the site is bounded by East Brady Avenue and residential development.

East: To the east, the site is bounded by a dairy supplier facility and paved and unpaved sections, South Norris Street, and commercial development.

#### **4.0 USER PROVIDED INFORMATION**

The available information of the subject site was obtained from public records and general information provided by Client.

##### **4.1 Title records**

A title records search was not included in the scope of work for this project. We evaluated this property accordingly with the Curry County Assessor's Office.

##### **4.2 Environmental Liens or Activity and Use Limitations**

An Environmental Liens or Activity and Use search was not included in the scope of work for this project.

##### **4.3 Specialized Knowledge**

The subject site is located in Clovis, Curry County, New Mexico. According to the Curry County Assessor's Office, the subject site has a legal description: "Section-17 Township 02N Range-36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.

##### **4.4 Commonly Known Information**

The subject site is located in Clovis, Curry County, New Mexico. According to the Curry County Assessor's Office, the subject site has a legal description: "Section-17 Township-02N Range-36E TR SE4 24.69 acres Es SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080. The subject site which is located within the Curry County Fairgrounds, is about ±60,000 square feet in size, is currently active and exhibits over 10 building structures that are located near the center of the subject site and each serve different purposes. Paved and unpaved parking areas

also near the center of the subject site and a ponding area located towards the northwest corner of the subject site. Farming equipment, vehicles, and two sand mounds were exhibited toward the north side of the subject site. Also, a camper bordered by a chain link fence is located behind the livestock buildings and appeared to be in use at the time of LE&S site visit.

Along the north side of the subject site, loose materials and debris were encountered. The south side of the subject site is currently an open field with three access roads that parallel the west side of the subject site. Also, overhead field lights were observed throughout the subject site, along with overhead powerlines that parallel the south and east sides of the subject site.

#### **4.5 Valuation Reduction for Environmental Issues**

No valuation reduction related to environmental liens was reported for the subject site.

#### **4.6 Owner, Property Manager, and Occupant information**

According to the Curry County Assessor's Office, the owner of the subject site is Curry County.

#### **4.7 Reason for performing Phase I Environmental Site Assessment**

The purpose of this assessment is to identify Recognized Environmental Concerns as well as controlled recognized environmental conditions within the subject site to provide the resulting information to Client, to assist Client in meeting the "all appropriate inquiries requirement of the landowner liability protections under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)". In addition, this assessment was also prepared to identify REC and controlled recognized environmental conditions from practices and activities that have occurred on the subject site or adjacent sites to the extent feasible pursuant to ASTM Standard E-1527-21.

## **5.0 RECORDS REVIEW**

### **5.1 Standard Environmental Record Sources**

LE&S contracted Environmental Data Resources (EDR) to provide regulatory information obtained from Federal and State agencies regarding indications of environmental concerns associated with the subject site and/or adjoining properties. Information in this section is subject to the accuracy of the data provided by the information services provider, the date of the inquiry, and potential for unmappable or unregistered operating facilities.

The following sections on this report list the federal and state database sources searched, and information regarding the status violation at the time of database search.

Based on the regulatory database information, the topographic information, and distance to the subject site, there are 25 sites identified or listed as a recognized environmental concern within a one mile radius of the subject site. The subject site is not listed as a recognized environmental concern.

The list below indicates the federal and state database sources.

#### **Federal National Priorities List (NPL) Sites**

The subject site is not on the NPL sites list. There are no NPL sites reported within a one-mile radius of the subject site. The subject site does not have Delisted or Proposed NPL sites within a one-mile radius from the subject site.

#### **Federal National Priorities List (NPL) Liens Site**

The subject site does not have NPL liens against it.

#### **Federal Active Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Sites**

The subject site is not on the CERCLIS sites list. There are no CERCLIS or federal facility sites within a one-mile radius of the subject site.



### **Federal Archived CERCLIS (NFRAP) Sites**

The subject site is not on the archived CERCLIS sites list. There are no facilities on the SEMS-ARCHIVE database within a one-mile radius of the subject site.

### **Federal RCRA CORRACTS Facilities List**

The subject site is not reported under Federal Resource Conservation & Recovery Act (RCRA) Corrective Action Sites (CORRACTS). There are no RCRA CORRACTS sites reported within a one-mile radius of the subject site.

### **RCRA non-CORRACTS TSD Facilities List**

The subject site is not listed as a RCRA non-CORRACTS TSD site. There are no RCRA CORRACTS sites reported within a one-mile radius of the subject site.

### **Federal RCRA Generators List**

The subject site is not listed on the RCRA-Conditionally Exempt Small Quantity Generator (CESQG) list, RCRA-Large Quantity Generator (LQG), RCRA-Very Small Quantity Generator (VSQG) or as a RCRA NonGenerator (NLR) site. There are two (2) facilities listed as a RCRA-Large Quantity Generator (LQG), RCRA NonGenerator (NLR), RCRA-Small Quantity Generator (SQG), or as a RCRA-Conditionally Exempt Small Quantity Generator (CESQG) within a one-mile radius from the subject site.

There are two (2) sites listed as a RCRA-Very Small Quantity Generator (VSQG) within a one-mile radius from the subject site.

- Clovis Water Department Southwest Public Service located at 401 South Norris Street, about 0.128 miles down gradient from the subject site. Facility Status: Not Reported.
- Cummins Natural Gas Engines, Inc. located at 409 South Norris Street, about 0.238 miles down gradient from the subject site. Facility Status: Not Reported.

### **State Cleanup Sites listing (SCS)**

The subject site is not listed on the State Cleanup Sites Listings. There is one (1) site listed on the State Cleanup Sites Listing within a one-mile radius from the subject site.

- Melugin Spill located at East 7<sup>th</sup> Street and Schepps Boulevard, about 0.946 miles up gradient from the subject site. Actions Taken: Soil Excavation.

### **US Engineering Controls/US Institutional Control/LUCIS List**

The subject site is not listed on either of the U.S. Engineering Controls, the U.S. Institutional Controls or the LUCIS sites lists within a one-mile radius. There are no properties on the US Engineering Controls/US Institutional Control/LUCIS List within a one-mile radius from the subject site.

### **State and Tribal Equivalent NPL List**

The subject site is not listed on the State and Tribal Equivalent NPL Sites Lists. There are no facilities listed on the State and Tribal Equivalent NPL Sites Lists within a one-mile radius of the subject site.

### **State lists of landfill/solid waste disposal sites identified for investigation or Remediation:**

The subject site is not listed as a landfill/solid waste disposal site identified for investigation or remediation. There are no facilities listed as landfill/solid waste disposal sites within a one-mile radius of the subject site.

### **State and Tribal Landfill and/or Solid Waste Disposal/Closed Landfill Inventory**

The subject site is not listed on the State and Tribal Landfill and/or Solid Waste Disposal Sites Lists. There are no sites listed on the Solid Waste Facilities/Landfill Sites (SWF/LF) list within a one-mile radius from the subject site.

### **Leaking Underground Storage Tank Priorization Database (LUST)**

The subject site is not listed on the Leaking Underground Storage Tank (LUST) List. There is one (1) facility listed on the Leaking Underground Storage Tank (LUST) List within a one-mile radius of the subject site.

- Clovis Water Department Southwest Public Service located at 401 South Norris Street, about 0.128 miles down gradient from the subject site. Facility Status: Not Reported.

### **Leaking Storage Tank Listing (LTANKS)**

The subject site is not listed on the Leaking Storage Tank Listing (LTANKS) List. There is one (1) facility listed on the Leaking Storage Tank Listing (LTANKS) List within a one-mile radius of the subject site.

- Clovis Water Department Southwest Public Service located at 401 South Norris Street, about 0.128 miles down gradient from the subject site. Facility Status: Not Reported.

### **State and Tribal Equivalent CERCLIS List**

The subject site is not listed on the State and Tribal Equivalent CERCLIS Sites Lists. There are no facilities listed on the State and Tribal Equivalent CERCLIS Sites Lists within a one-mile radius of the subject site.

### **State and Tribal LPST, AST and UST List**

The subject site is not listed on the State and Tribal Leaking Petroleum Storage Tank (LPST), Aboveground Storage Tank List (AST), and Underground Storage Tank (UST) Sites Lists. There are no State and Tribal Leaking Petroleum Storage Tank (LPST) within a one mile radius from the subject site.

There are six (6) sites listed on the Underground Storage Tank (UST) Sites Lists within a one-mile radius from the subject site.

- Gold Star Dairy located at 400 South Norris Street, about 0.120 miles down gradient from the subject site. Tank Status: Removed.
- Clovis Service Center located at 401 South Norris Street, about 0.128 miles down gradient from the subject site. Tank Status: Removed.
- NMDOT Clovis Patrol Yard 42 located at 1620 East Brady, about 0.140 miles up gradient from the subject site. Tank Status: Removed.
- Mabry Drive Sixty-Six located at 1504 Mabry Drive, about 0.198 miles up gradient from the subject site. Tank Status: Removed.
- Barnett Oil Company, Inc. located at 1505 East Mabry Drive, about 0.242 miles up gradient from the subject site. Tank Status: Currently in Use.

- Clovis Concrete Company located at 100 Norris Street, about 0.248 miles up gradient from the subject site. Tank Status: Removed.

There are five (5) sites listed on the Aboveground Storage Tank List (AST) Sites Lists within a one-mile radius from the subject site.

- Curry (County of) Road Department located at 600 South Norris Street, about 0.129 miles down gradient from the subject site. Tank Status: Currently in Use.
- Clovis (City of) located at 801 South Norris Street, about 0.135 miles down gradient from the subject site. Tanks status of unknown substance: Removed. Tank status of Diesel: Empty and Currently in Use.
- New Mexico (State of) Army National Guard 4<sup>th</sup> BH located at 605 South Norris Street, about 0.136 miles down gradient from the subject site. Tank Status: Currently in Use.
- NMDOT Clovis Patrol Yard 42 located at 1620 East Brady, about 0.140 miles up gradient from the subject site. Tank Status: Currently in Use.
- Clovis Concrete Company located at 100 Norris Street, about 0.248 miles up gradient from the subject site. Tank Status: Removed.

### **Storage Tank Facility Listing (TANKS)**

The subject site is not on the Storage Tank Facility Listing (TANKS) List. There are eight (8) facilities listed on the Storage Tank Facility Listing (TANKS) list within a one-mile radius of the subject site.

- Gold Star Dairy located at 400 South Norris Street, about 0.120 miles down gradient from the subject site. Tank Status: Removed.
- Clovis Water Department Southwest Public Service located at 401 South Norris Street, about 0.128 miles down gradient from the subject site. Facility Status: Not Reported.
- Curry (County of) Road Department located at 600 South Norris Street, about 0.129 miles down gradient from the subject site. Tank Status: Currently in Use.
- Clovis (City of) located at 801 South Norris Street, about 0.135 miles down gradient from the subject site. Tanks status of unknown substance: Removed. Tank status of Diesel: Empty and Currently in Use.

- New Mexico (State of) Army National Guard 4<sup>th</sup> BH located at 605 South Norris Street, about 0.136 miles down gradient from the subject site. Tank Status: Currently in Use.
- NMDOT Clovis Patrol Yard 42 located at 1620 East Brady, about 0.140 miles up gradient from the subject site. Tank Status: Currently in Use.
- Clovis Concrete Company located at 100 Norris Street, about 0.248 miles up gradient from the subject site. Tank Status: Removed.
- Mabry Drive Sixty-Six located at 1504 Mabry Drive, about 0.198 miles up gradient from the subject site. Tank Status: Removed.
- Barnett Oil Company, Inc. located at 1505 East Mabry Drive, about 0.242 miles up gradient from the subject site. Tank Status: Currently in Use.

#### **State and Tribal Engineering Controls/Institutional Controls Lists**

The subject site is not on the State Engineering Controls or Institutional Controls lists. There are no facilities listed on the State Engineering Controls or Institutional Controls lists within a one-mile radius of the subject site.

#### **State and Tribal Voluntary Cleanup Sites List**

The subject site is not on the State and Tribal Voluntary Cleanup Sites List. There are no facilities listed on the State and Tribal Voluntary Cleanup Sites List within a one-mile radius of the subject site.

#### **State and Tribal Brownfields Sites List.**

The subject site is not on the State and Tribal Brownfields Sites List. There are no facilities listed on the State and Tribal Brownfields Sites List within a one-mile radius of the subject site.

### **5.2 Additional Environmental Records**

There are no additional environmental records at the subject site. There are seven (7) additional environmental records within a one-mile radius of the subject site.

### **US Brownfield Sites**

The subject site is not listed as a US Brownfield site. There are no facilities listed within a one-mile radius from the subject site.

### **Deleted Superfund Registry Sites (DEL SHWS)**

The subject site is not listed as a DEL SHWS site. There are no facilities listed within a one-mile radius from the subject site.

### **Non Registered Petroleum Storage Tank Sites (NON REGIST PST)**

The subject site is not listed as a NON REGIST PST site. There are no facilities listed within a one-mile radius from the subject site.

### **RCRA Non Generators/No Longer Regulated Sites (RCRA NONGEN/NLR)**

The subject site is not listed as a RCRA NONGEN/NLR site. There is one (1) facility listed within a one-mile radius from the subject site.

- Stericycle at Curry County Fairgrounds located at 1900 East Brady Avenue, about 0.000 miles down gradient from the subject site.

### **Formerly Used Defense Sites (FUDS)**

The subject site is not listed as a FUDS site. There is one (1) facility listed within a one-mile radius from the subject site.

- Camp WC Reid Eng Trg Bat, about 0.797 miles up gradient from the subject site.

### **Facility Index System Sites (FINDS)**

There is one (1) facility listed within a one-mile radius from the subject site. The subject site is not listed as a FINDS site.

- Stericycle at Curry County Fairgrounds located at 1900 East Brady Avenue, about 0.000 miles down gradient from the subject site.

### **Mines Master Index File (US Mines)**

There is one (1) facility listed within a one-mile radius from the subject site. The subject site is not listed on the Mines Master Index File (Us Mines).

- Steele Ranch located at 100 Norris Street, about 0.248 miles up gradient from the subject site.

### **Enforcement Sites**

There are no facilities listed within a one-mile radius from the subject site. The subject site is not listed as an Enforcement site.

### **Landfill/Solid Waste Disposal Sites**

The subject site is not listed as a Landfill or Solid Waste Desposal Site. There is one (1) facility listed as a (SWRCY) site within a one-mile radius from the subject site.

- Perry Management Corporation Recycling Facility located at 1401 Mabry Drive, about 0.314 miles up gradient from the subject site.

### **Enforcement & Compliance History Information (ECHO)**

The subject site is not listed as an Enforcement & Compliance History Information (ECHO) Site. There is one (1) facility listed as a (ECHO) site within a one-mile radius from the subject site.

- Stericycle at Curry County Fairgrounds located at 1900 East Brady Avenue, about 0.000 miles down gradient from the subject site.

### **Facilities in Industries that may be Handling PFAS Listing (PFAS ECHO)**

The subject site is not listed as a Facilities in Industries that me be Handling PFAS Listing (PFAS ECHO) site. There is one (1) facility listed as a (PFAS ECHO) site within a one-mile radius of the subject site.

- Clovis (City of)-Ingram Lake Storm Water, about 0.130 miles down gradient from the subject site.

### **Industrial & Hazardous Waste Sites (Ind. Haz Waste)**

The subject site is not listed as an Industrial hazardous waste site. There are no sites listed within a one-mile radius of the subject site.

### **Compliance History Listing Sites**

There are no facilities listed within a one-mile radius from the subject site. The subject site

is not listed as Compliance History Listing site.

### **EDR US Historical Auto Station Sites**

The subject site is not listed in the US Historical Auto Station Database. There are no sites listed within a one-mile radius of the subject site.

### **EDR US Historical Cleaner Sites**

The subject site is not listed in the US Historical Cleaner Database. There are no sites listed within a one-mile radius of the subject site.

## **5.3 Physical Setting Sources**

Physical Setting Sources were obtained from the U.S. Geological Survey, U.S. Environmental Protection Agency (EPA), Federal Emergency Management Agency (FEMA), National Wetlands Inventory (NWI), Department of Agriculture (USDA), National Resources Conservation Services (NRCS), National Conservation Soil Survey (NCSS), USGS National Water Inventory System (NWIS), Federal Aviation Administration (FAA), and Department of Commerce, National Oceanic Atmospheric Administration (NOAA), and a site visit conducted on April 11, 2023.

## **5.4 Historical Use Information on the Property**

City Directory information was reviewed for the subject site beginning with the earliest available public records in Cole's City Directory in 2020, 2017, 2014, 2010, 2005, 2000, 1995, 1992, 1969, 1964, 1957, and 1946. Additionally LE&S reviewed the 2020, 2017, 2013, 1985, and 1957, Historical Topographic Maps for the site. LE&S also reviewed the Decade Aerial Photographs from 2020, 2016, 2011, 2006, 1997, 1991, 1986, 1983, 1979, 1975, and 1954. Based on a cursory review of the above, we conclude that the subject site was not found to have indications of potential Environmental Concern. According to the Decade Aerial Photographs, 2020, 2016, 2011, 2006, 1997, 1991, 1986, 1983, 1979, 1975, and 1954, the subject has had building developments that are similar to the current configuration.



## **5.5 Historical Use Information on Adjoining Property**

City Directory information was reviewed for the adjoining property beginning with the earliest available public records in Cole's City 2020, 2017, 2014, 2010, 2005, 2000, 1995, 1992, 1969, 1964, 1957, and 1946. Additionally LE&S reviewed the 2020, 2017, 2013, 1985, and 1957, Historical Topographic Maps for the site. LE&S also reviewed the Decade Aerial Photographs from 2020, 2016, 2011, 2006, 1997, 1991, 1986, 1983, 1979, 1975, and 1954. Based on a cursory review of the above, we conclude that the adjoining property was not found to have indications of potential Environmental Concerns.

## **6.0 SITE RECONNAISSANCE**

### **6.1 Methodology and Limiting Conditions**

This study was performed in general accordance with the Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) and ASTM Standard Practice for Environmental Site Assessments (E-1527-21). Any exception to or deletion from this practice is described in Section 11.0 of this report. Ms. Samantha Voorhies and Mr. Jose Garcia, of LE&S conducted a site visit on April 11, 2023. The site reconnaissance consisted of a superficial inspection of the subject site and the surrounding properties.

### **6.2 General Site Setting**

The site reconnaissance was performed to identify obvious visual indications of past or present activities that have or could have contaminated the site. The subject site which is located within the Curry County Fairgrounds, is about ±60,000 square feet in size, is currently active and exhibits over 10 building structures that are located near the center of the subject site and each serve different purposes. Paved and unpaved parking areas also near the center of the subject site and a ponding area located towards the northwest corner of the subject site. Farming equipment, vehicles, and two sand mounds were exhibited toward the north side of the subject site. Also, a camper bordered by a

chain link fence is located behind the livestock buildings and appeared to be in use at the time of LE&S site visit. The south side of the subject site is currently an open field with three access roads that parallel the west side of the subject site. Also, overhead field lights were observed throughout the subject site, along with overhead powerlines that parallel the south and east sides of the subject site.

### **6.3 Exterior Observations**

The following additional observations were identified from the site reconnaissance:

- No sumps were observed.
- No open pits were observed during the site visit.
- No lagoons were observed during the site visit.
- Overhead powerlines that parallel the south side of the subject site.
- An unpaved access road along the east side of the subject site.
- A ponding area located just west of the southwest corner of the subject site was observed during LE&S site visit.

## **7.0 INTERVIEWS**

### **7.1 Interview with Owner**

According to the Curry County Assessor's Office, the owner of the subject site is Curry County. A questionnaire is not attached in this report.

### **7.2 Interview with Site Manager**

No other additional interviews with an additional site manager(s) were conducted.

### **7.3 Interview with Occupants**

No other additional interviews with occupants were conducted.

### **7.4 Interviews with Local Government Officials**

No other interviews with local government officials were conducted.

## 7.5 Interviews with Others

A questionnaire is attached in Appendix I of this report.

## 8.0 FINDINGS

This Phase I Environmental Site Assessment was performed in general accordance with ASTM E-1527-21 a guide for conducting Environmental Site Assessments. Ms. Samantha Voorhies and Mr. Jose Garcia, of LE&S conducted a site visit on April 11, 2023. The subject site which has a legal description: "Section-17 Township-02N Range-36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080, is located in Clovis, Curry County, New Mexico. Based upon publicly available information obtained to date, and LE&S's site reconnaissance, LE&S has identified that the subject site was not found under any additional EDR records.

## 9.0 OPINION

Based on information obtained to date and our site observations, LE&S found there are no recognized environmental conditions, controlled recognized environmental conditions, or historical environmental conditions at the subject site. LE&S has identified that there are no recognized environmental condition at the adjacent properties. Should conditions change or additional information becomes available, LE&S reserves the right to update this report, its findings, opinions, and conclusions.

## 10.0 CONCLUSIONS

LE&S has performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E 1527-21 of the subject site which is located along Fairgrounds Road, encompasses an area of about  $\pm 1.72$  acres, and has a legal description: "Section-17 Township-02N Range-36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080, located in Clovis, Curry County, New Mexico. Any exceptions to,

or deletions from this practice are described in Section 2.4 of this report. In conclusion, there are no RECs at the subject site.

## 11.0 DEVIATIONS

This study was performed in accordance with the Environmental Protection Agency's (EPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312) and ASTM Standard Practice for Environmental Site Assessments (E-1527-21). Any exceptions to, or deletions are as follows:

- Section 4.1 - A chain-of-ownership review was not performed as part of this assessment.
- Section 4.2 - An environmental liens review was not performed as part of this assessment.
- Section 4.4 - No valuation was conducted on the Subject Site or on any of the surrounding adjacent property as part of this assessment.
- Section 7.3 - No occupants were interviewed.
- Section 7.5 - No additional interviews were conducted.

## 12.0 ADDITIONAL SERVICES

No additional services were requested or provided in this Phase I Environmental Site Assessment.

## 13.0 REFERENCES

1. U.S. Department of Agriculture, Soil Conservation Service. *Soil Survey General Area of Target Property*.
2. U.S.G.S. *31106-G2 Nations South Well, TX Quadrangle, 7.5 Minute Series, 1995*
3. U.S. Environmental Protection Agency. (1980). *Comprehensive Environmental Response, Compensation, and Liability Act*. (Public Law 96-510). Washington, DC: U.S. Governmental Printing Office.
4. Ms. Samantha Voorhies and Mr. Jose Garcia, (2023). Field Notes for legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old

- Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.
5. ASTM International. (2014). *Water and Environmental Technology: Phase I Environmental Site Assessment E 1527-21*. Baltimore, Maryland.
  6. Environmental Data Resources, Inc. (2021). Certified Sanborn Map Report. Legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.
  7. Environmental Data Resources, Inc. (2021). The EDR Radius Map with GeoCheck. Legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.
  8. Environmental Data Resources, Inc. (2021). EDR Historical Topographical Map Report. Legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.
  9. Environmental Data Resources, Inc. (2021). *The EDR Aerial Photo Decade Package*. Legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.
  10. Environmental Data Resources, Inc. (2021). *The EDR City Directory Abstract*. Legal description: "Section-17 Township-02N Range 36E TR SE4 24.69 acres E2 SE4 Westerly Portion of Old Fair Ground Livestock Buildings, Midway, West Parking Lot" with property code: 1212010464080.


#### **14.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL**

Our representatives for this project were Ms. Samantha Voorhies and Mr. Jose Garcia, with LE&S, Clovis, New Mexico. Project management and review was performed by Mr. Bernardino Olague P.E., PMP, with LE&S, Clovis, New Mexico. A resume for the above named project manager can be found in Appendix "J" of this report. See *Section 15.0 for Signature of the Environmental Professional*.

## 15.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

I, Bernardino Olague, P.E., PMP, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in #312.10 of 40 CFR 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject site. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in concerns.

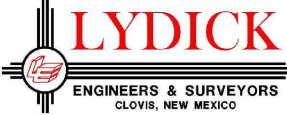


\_\_\_\_\_  
Bernardino Olague, P.E., PMP

## APPENDIX A LOCATION MAP

TRUE NORTH



<p>PREPARED BY:</p>		<p>PREPARED FOR:</p>		<p>DRAWING TITLE</p>		<p>SITE LOCATION</p>	
 <p>575-762-3771 205 EAST SECOND STREET CLOVIS, NM 88101</p>		<p>LUCHINI TRUJILLO STRUCTURAL ENGINEERS, INC. 4110 WOLCOTT AVENUE NE, STE. C ALBUQUERQUE, NEW MEXICO 87109</p>		<p>PROJECT NAME PHASE 1 ESA-CURRY COUNTY LIVESTOCK PAVILION CLOVIS, CURRY COUNTY, NEW MEXICO</p>			
<p>DRAWN BY</p>	<p>S.V.</p>	<p>REVIEWED BY</p>	<p>G.M.</p>	<p>APPROVED BY</p>	<p>B.O.</p>	<p>SCALE</p>	<p>N.T.S.</p>
<p>PROJECT No.</p>	<p>J23-3-1025</p>	<p>FILE NAME</p>	<p>SITE PLAN</p>	<p>DATE</p>	<p>4/13/23</p>	<p>SHEET No.</p>	<p>A-1.1</p>



## **APPENDIX B SITE PLAN**

TRUE NORTH



PREPARED BY:

PREPARED FOR:

DRAWING TITLE  
SITE PLAN



575-762-3771  
205 EAST SECOND STREET  
CLOVIS, NM 88101

LUCHINI TRUJILLO STRUCTURAL ENGINEERS, INC.  
4110 WOLCOTT AVENUE NE, STE. C  
ALBUQUERQUE, NEW MEXICO 87109

PROJECT NAME  
PHASE 1 ESA-CURRY COUNTY LIVESTOCK PAVILION  
CLOVIS, CURRY COUNTY, NEW MEXICO

DRAWN BY S.V.	REVIEWED BY G.M.	APPROVED BY B.O.	SCALE N.T.S.
PROJECT No. J23-3-1025	FILE NAME SITE PLAN	DATE 4/13/23	SHEET No. A-1.1

**APPENDIX C**  
**SITE RECONNAISSANCE PHOTOGRAPHS**



Photo 1

View of subject site.

Looking north from the southwest corner of the subject site.



Photo 2

View of subject site.

Looking east from the southwest corner of the subject site.



Photo 3

View of subject site.

Looking west from the south side of the subject site.



Photo 4

View of subject site.

Looking north from the south side of the subject site.



Photo 5

View of subject site.

Looking east from the south side of the subject site.



Photo 6

View of subject site.

Looking west from the southeast corner of site.



Photo 7

View of subject site.

Looking north from the southeast corner of the subject site.



Photo 8

View of subject site.

Looking south from the west side of the subject site.



Photo 9

View of subject site.

Looking east from the west side of the subject site.



Photo 10

View of subject site.

Looking north from the west side of the subject site.



Photo 11

View of subject site.

Looking south from the west side of the subject site.



Photo 12

View of subject site.

Looking east from the west side of the subject site.



Photo 13

View of subject site.

Looking north from the west side of the subject site.



Photo 14

View of subject site.

Looking north from the east side of the subject site.



Photo 15

View of subject site.

Looking west from the east side of the subject site.





Photo 16

View of subject site.

Looking south from the east side of the subject site.



Photo 17

View of subject site.

Looking north from center south of the subject site.



Photo 18

View of subject site.

Looking east from center south of the subject site.



Photo 19

View of subject site.

Looking south from center south of the subject site.



Photo 20

View of subject site.

Looking west from center south of the subject site.



Photo 21

View of subject site.

Located center south of the subject site.



Photo 22

View of subject site.

Located near center south of the subject site.



Photo 23

View of subject site.

Looking north from the center of the subject site.



Photo 24

View of subject site.

Looking east from the center of the subject site.



Photo 25

View of subject site.

Looking south from the center of the subject site.



Photo 26

View of subject site.

Looking west from the center of the subject site.



Photo 27

View of subject site.

Looking south from the east side of the subject site.



Photo 28

View of subject site.

Looking west from the east side of the subject site.



Photo 29

View of subject site.

Looking north from the east side of the subject site.



Photo 30

View of subject site.

Located near the east side of the subject site.



Photo 31

View of subject site.

Looking south from the east side of the subject site.



Photo 32

View of subject site.

Looking west from the east side of the subject site.



Photo 33

View of subject site.

Looking north from the east side of the subject site.



Photo 34

View of subject site.

Looking west from the east side of the subject site.



Photo 35

View of subject site.

Looking west from the east side of the subject site.



Photo 36

View of subject site.

Looking south from the center of the subject site.



Photo 37

View of subject site.

Looking west from center of the subject site.



Photo 38

View of subject site.

Looking east from the center of the subject site.



Photo 39

View of subject site.

Looking south from the center of the subject site.





Photo 40

View of subject site.

Looking west from the center of the subject site.



Photo 41

View of subject site.

Looking north from the center of the subject site.



Photo 42

View of subject site.

Looking east from the center of the subject site.



Photo 43

View of subject site.

Looking south from center west of the subject site.



Photo 44

View of subject site.

Looking west from center west of the subject site.



Photo 45

View of subject site.

Looking north from center west of the subject site.



Photo 46

View of subject site.

Looking east from center northwest of the subject site.



Photo 47

View of subject site.

Looking north from center northwest of the subject site.



Photo 48

View of subject site.

Looking west from center northwest of the subject site.



Photo 49

View of subject site.

Looking south from center northwest of the subject site.



Photo 50

View of subject site.

Looking east from center north of the subject site.



Photo 51

View of subject site.

Looking south from center north of the subject site.



Photo 52

View of subject site.

Looking west from center north of the subject site.



Photo 53

View of subject site.

Looking north from center northeast of the subject site.



Photo 54

View of subject site.

Looking south from the west side of the subject site.



Photo 55

View of subject site.

Looking east from the west side of the subject site.



Photo 56

View of subject site.

Looking north from the west side of the subject site.



Photo 57

View of subject site.

Looking south from the west side of the subject site.



Photo 58

View of subject site.

Looking east from the west side of the subject site.



Photo 59

View of subject site.

Looking north from the west side of the subject site.



Photo 60

View of subject site.

Looking east from center north of the subject site.



Photo 61

View of subject site.

Looking south from center north of the subject site.



Photo 62

View of subject site.

Looking west from center north of the subject site.



Photo 63

View of subject site.

Looking north from center north of the subject site.





Photo 64

View of subject site.

Looking east from the north side of the subject site.



Photo 65

View of subject site.

Looking south from the north side of the subject site.



Photo 66

View of subject site.

Looking west from the north side of the subject site.



Photo 67

View of subject site.

Looking north from the north side of the subject site.



Photo 68

View of subject site.

Located along the north side of the subject site.



Photo 69

View of subject site.

Looking north, located along the north side of the subject site.



Photo 70

View of subject site.

Looking north, located along the north side of the subject site.



Photo 71

View of subject site.

Looking north, located along the north side of the subject site.



Photo 72

View of subject site.

Looking north, located along the north side of the subject site.



Photo 73

View of subject site.

Looking east, along the north side of the subject site.



Photo 74

View of subject site.

Looking west from the southeast side of the subject site.



Photo 75

View of subject site.

Looking north from the north side of the subject site.



Photo 76

View of subject site.

Looking north from the north side of the subject site.



Photo 77

View of subject site.

Looking east from the north side of the subject site.



Photo 78

View of subject site.

Looking south from the north side of the subject site.



Photo 79

View of subject site.

Looking west along the north side of the subject site.



Photo 80

View of subject site.

Looking north along the north side of the subject site.



Photo 81

View of subject site.

Located along the north side of the subject site.



Photo 82

View of subject site.

Looking west from the north side of the subject site.



Photo 83

View of subject site.

Looking northwest from the north side of the subject site.



Photo 84

View of subject site.

Looking northeast from the north side of the subject site.

## **APPENDIX D AERIAL MAPS**





## **Curry County Fairgrounds**

Fairgrounds

Clovis, NM 88101

Inquiry Number: 7302670.8

April 10, 2023

# **The EDR Aerial Photo Decade Package**



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# EDR Aerial Photo Decade Package

04/10/23

**Site Name:**

Curry County Fairgrounds  
Fairgrounds  
Clovis, NM 88101  
EDR Inquiry # 7302670.8

**Client Name:**

LOI Engineers  
2101 E. Missouri Avenue Suite B  
El Paso, TX 79903  
Contact: Samantha Voorhies



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

**Search Results:**

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2020	1"=500'	Flight Year: 2020	USDA/NAIP
2016	1"=500'	Flight Year: 2016	USDA/NAIP
2011	1"=500'	Flight Year: 2011	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1997	1"=500'	Acquisition Date: March 03, 1997	USGS/DOQQ
1991	1"=500'	Flight Date: April 14, 1991	USGS
1986	1"=500'	Flight Date: May 06, 1986	USDA
1983	1"=500'	Flight Date: June 03, 1983	USGS
1979	1"=500'	Flight Date: September 04, 1979	USGS
1975	1"=500'	Flight Date: January 28, 1975	USGS
1954	1"=500'	Flight Date: October 10, 1954	USGS

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INQUIRY #: 7302670.8

YEAR: 2020

— = 500'





INQUIRY #: 7302670.8

YEAR: 2016

— = 500'





INQUIRY #: 7302670.8

YEAR: 2011

— = 500'





INQUIRY #: 7302670.8

YEAR: 2006

— = 500'



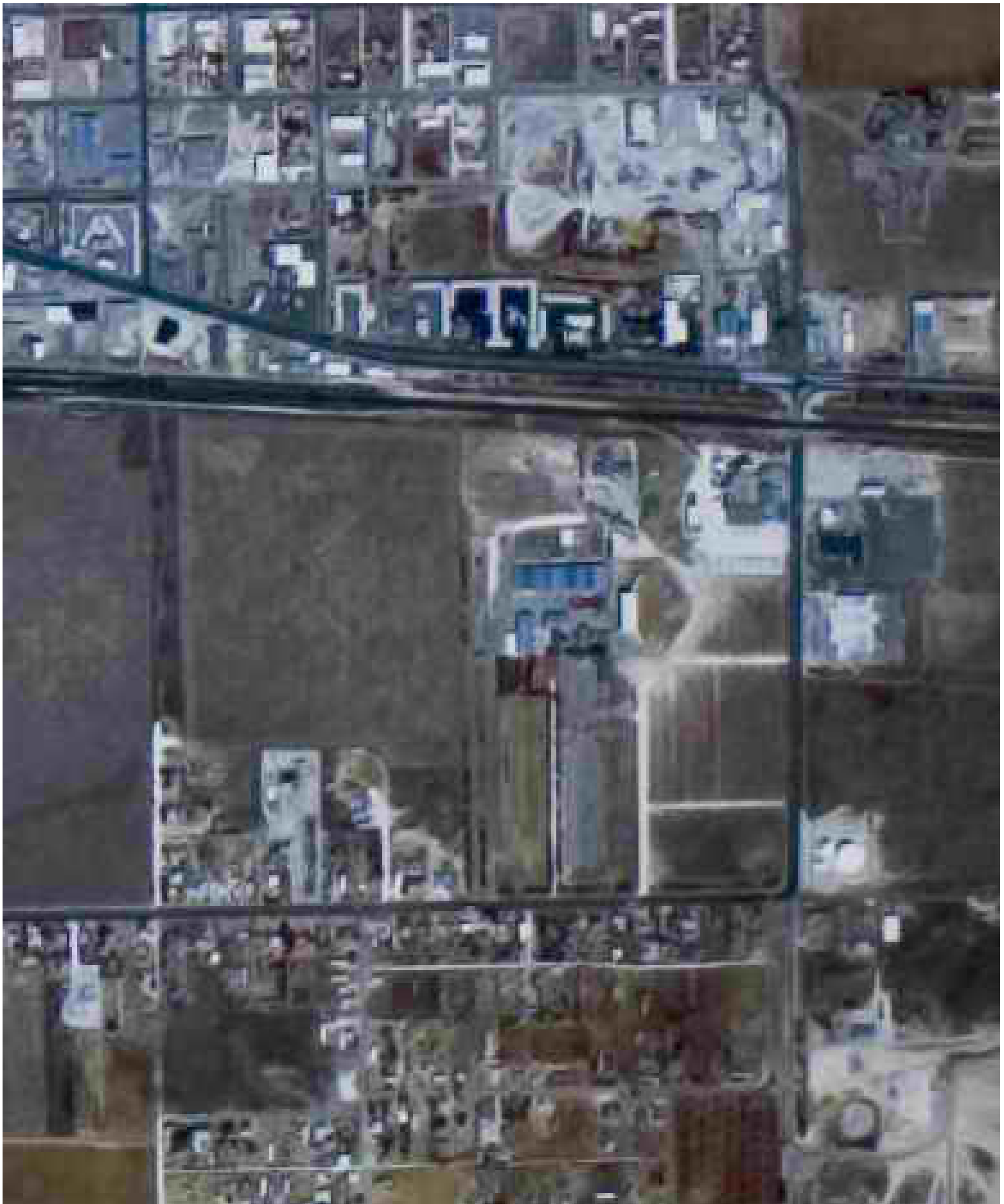


INQUIRY #: 7302670.8

YEAR: 1997

— = 500'





INQUIRY #: 7302670.8

YEAR: 1991

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.





INQUIRY #: 7302670.8

YEAR: 1986

— = 500'





INQUIRY #: 7302670.8

YEAR: 1983

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.



INQUIRY #: 7302670.8

YEAR: 1979

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.



INQUIRY #: 7302670.8

YEAR: 1975

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.



INQUIRY #: 7302670.8

YEAR: 1954

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.

**APPENDIX E  
SANBORN MAP**



Curry County Fairgrounds

Fairgrounds

Clovis, NM 88101

Inquiry Number: 7302670.3

April 07, 2023

## Certified Sanborn® Map Report



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# Certified Sanborn® Map Report

04/07/23

**Site Name:**

Curry County Fairgrounds  
Fairgrounds  
Clovis, NM 88101  
EDR Inquiry # 7302670.3

**Client Name:**

LOI Engineers  
2101 E. Missouri Avenue Suite B  
El Paso, TX 79903  
Contact: Samantha Voorhies



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by LOI Engineers were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting [www.edrnet.com/sanborn](http://www.edrnet.com/sanborn).

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## Certified Sanborn Results:

**Certification #** 7E8B-4FF8-AAD0  
**PO #** 10439  
**Project** Livestock Pavilion Clovis, NM

### UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results

Certification #: 7E8B-4FF8-AAD0

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

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## **APPENDIX F TOPOGRAPHIC MAPS**

Curry County Fairgrounds

Fairgrounds

Clovis, NM 88101

Inquiry Number: 7302670.4

April 07, 2023

# EDR Historical Topo Map Report

with QuadMatch™



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

# EDR Historical Topo Map Report

04/07/23

**Site Name:**

Curry County Fairgrounds  
Fairgrounds  
Clovis, NM 88101  
EDR Inquiry # 7302670.4

**Client Name:**

LOI Engineers  
2101 E. Missouri Avenue Suite B  
El Paso, TX 79903  
Contact: Samantha Voorhies



EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by LOI Engineers were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

**Search Results:****Coordinates:**

<b>P.O.#</b>	10439	<b>Latitude:</b>	34.393054 34° 23' 35" North
<b>Project:</b>	Livestock Pavilion Clovis, NM	<b>Longitude:</b>	-103.182019 -103° 10' 55" West
		<b>UTM Zone:</b>	Zone 13 North
		<b>UTM X Meters:</b>	667119.62
		<b>UTM Y Meters:</b>	3807236.37
		<b>Elevation:</b>	4234.02' above sea level

**Maps Provided:**

2020  
2017  
2013  
1985  
1957

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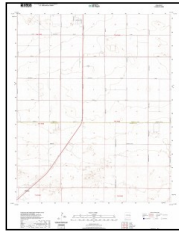
## Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### 2020 Source Sheets

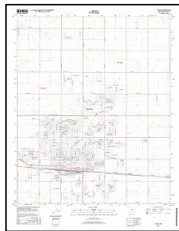


Clovis  
2020  
7.5-minute, 24000

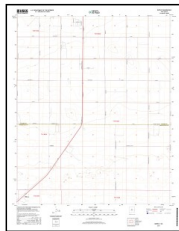


Midway  
2020  
7.5-minute, 24000

### 2017 Source Sheets

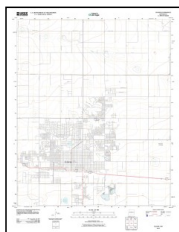


Clovis  
2017  
7.5-minute, 24000

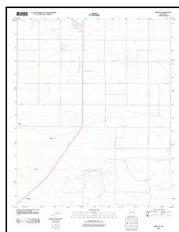


Midway  
2017  
7.5-minute, 24000

### 2013 Source Sheets

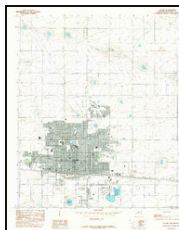


Clovis  
2013  
7.5-minute, 24000



Midway  
2013  
7.5-minute, 24000

### 1985 Source Sheets



Clovis  
1985  
7.5-minute, 24000  
Aerial Photo Revised 1979

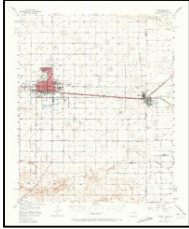


Midway  
1985  
7.5-minute, 24000  
Aerial Photo Revised 1979

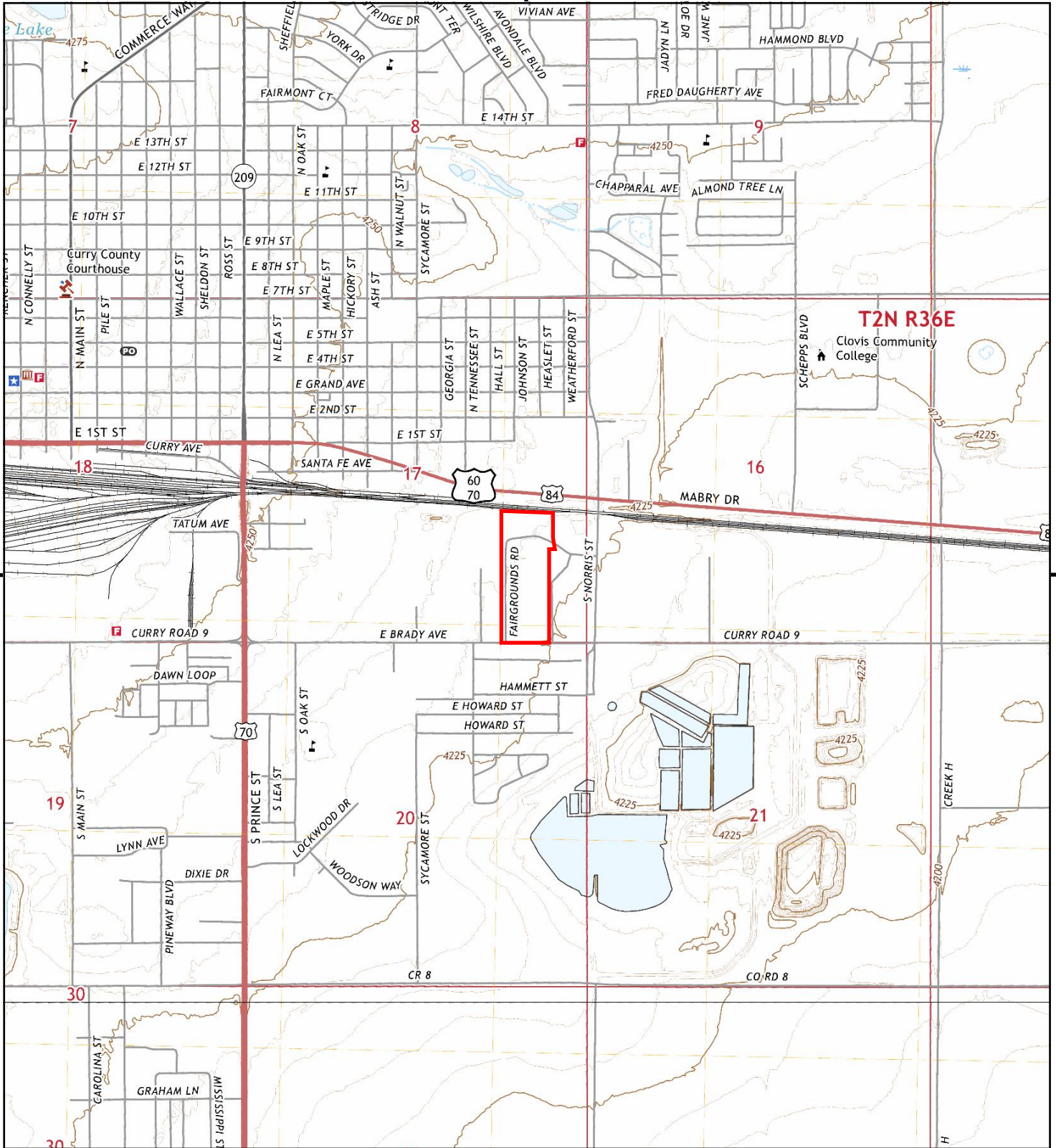
## ***Topo Sheet Key***

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

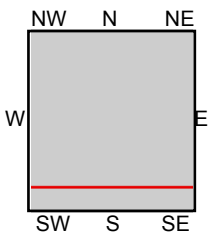
### **1957 Source Sheets**



Clovis  
1957  
15-minute, 62500  
Aerial Photo Revised 1955



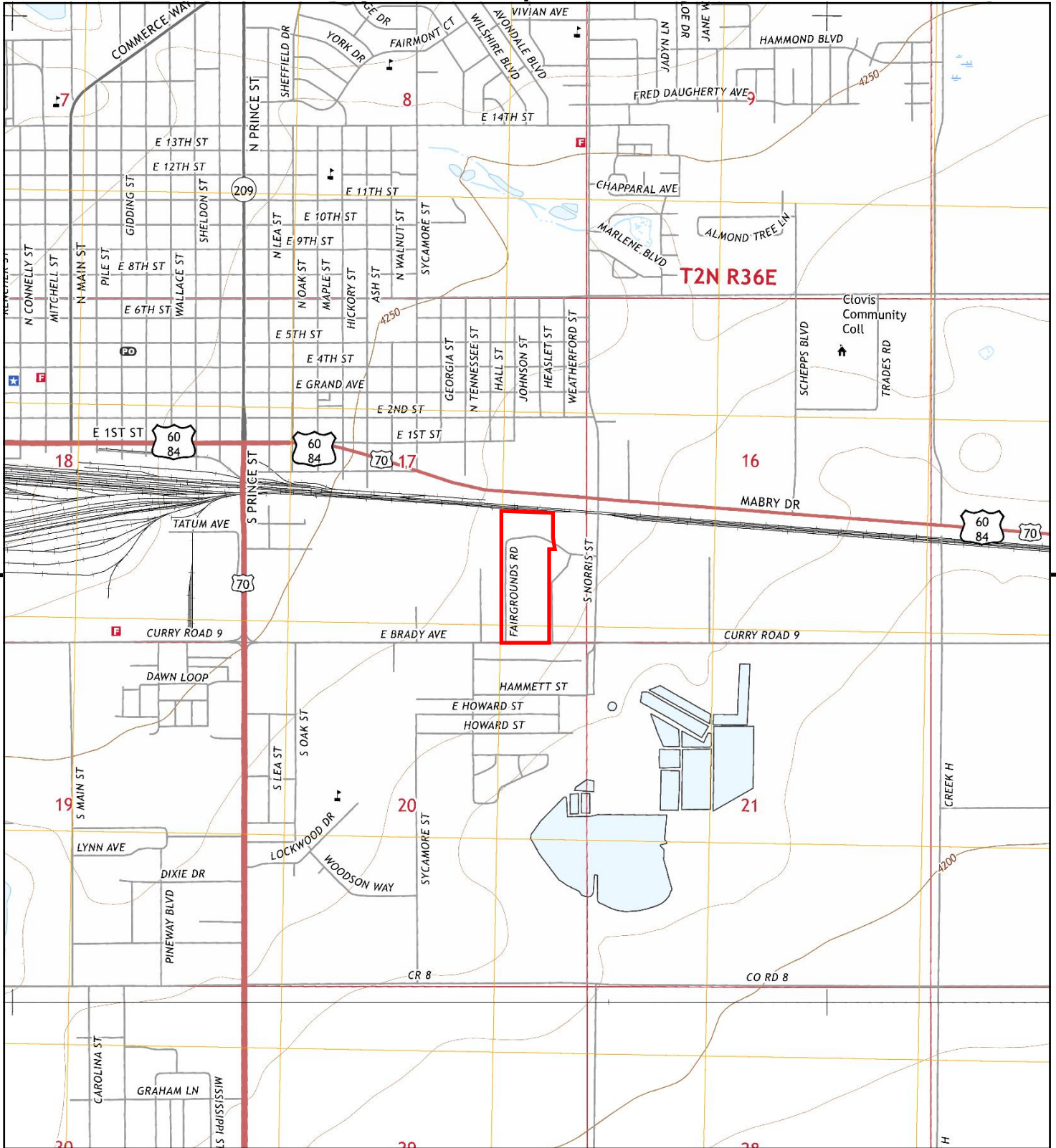
This report includes information from the following map sheet(s).



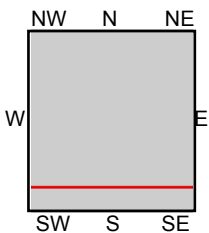
TP, Clovis, 2020, 7.5-minute  
S, Midway, 2020, 7.5-minute

SITE NAME: Curry County Fairgrounds  
ADDRESS: Fairgrounds  
Clovis, NM 88101  
CLIENT: LOI Engineers





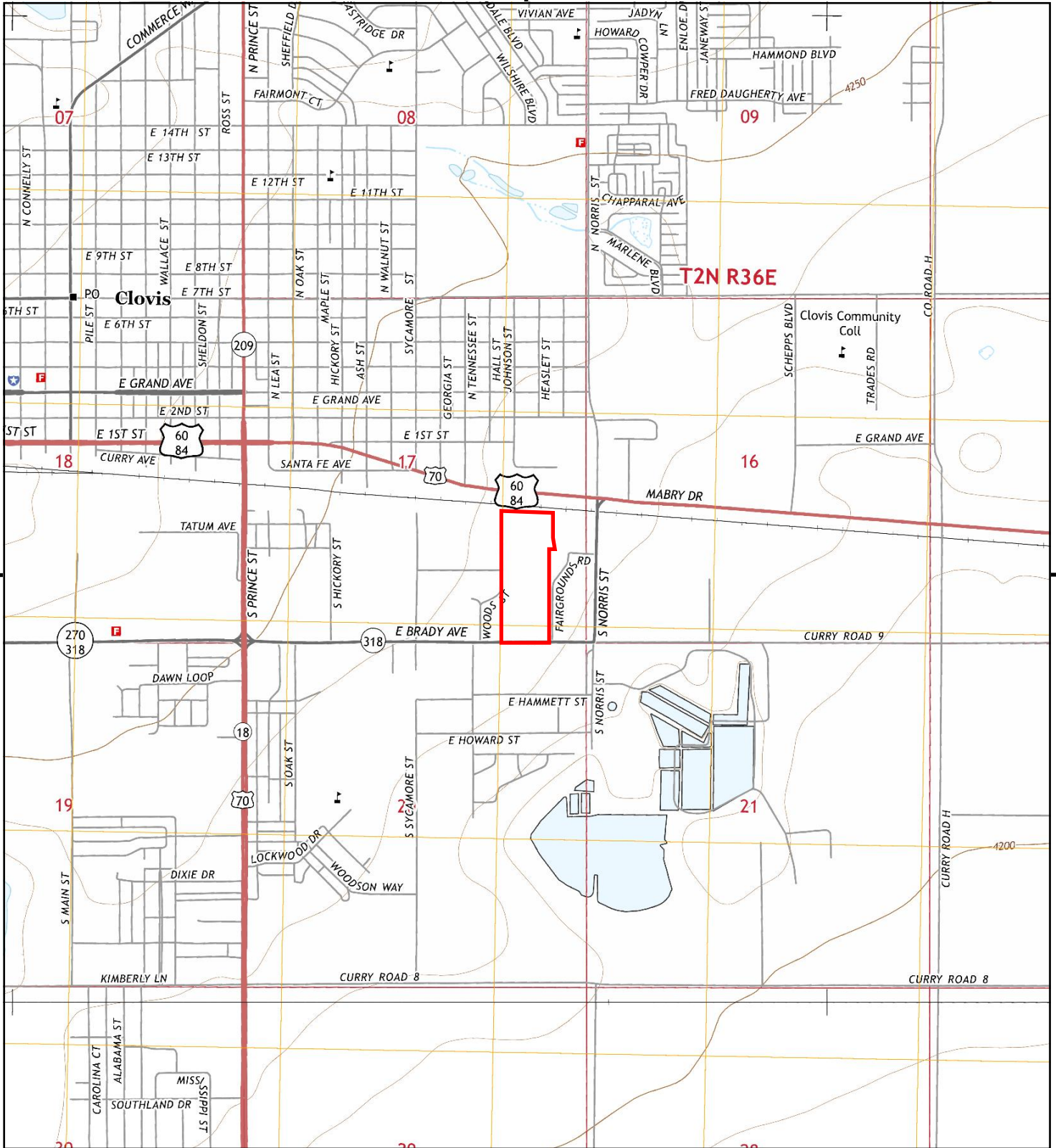
This report includes information from the following map sheet(s).



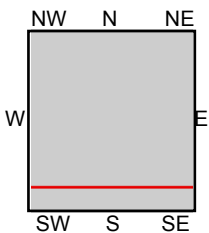
TP, Clovis, 2017, 7.5-minute  
S, Midway, 2017, 7.5-minute

SITE NAME: Curry County Fairgrounds  
ADDRESS: Fairgrounds  
Clovis, NM 88101  
CLIENT: LOI Engineers





This report includes information from the following map sheet(s).

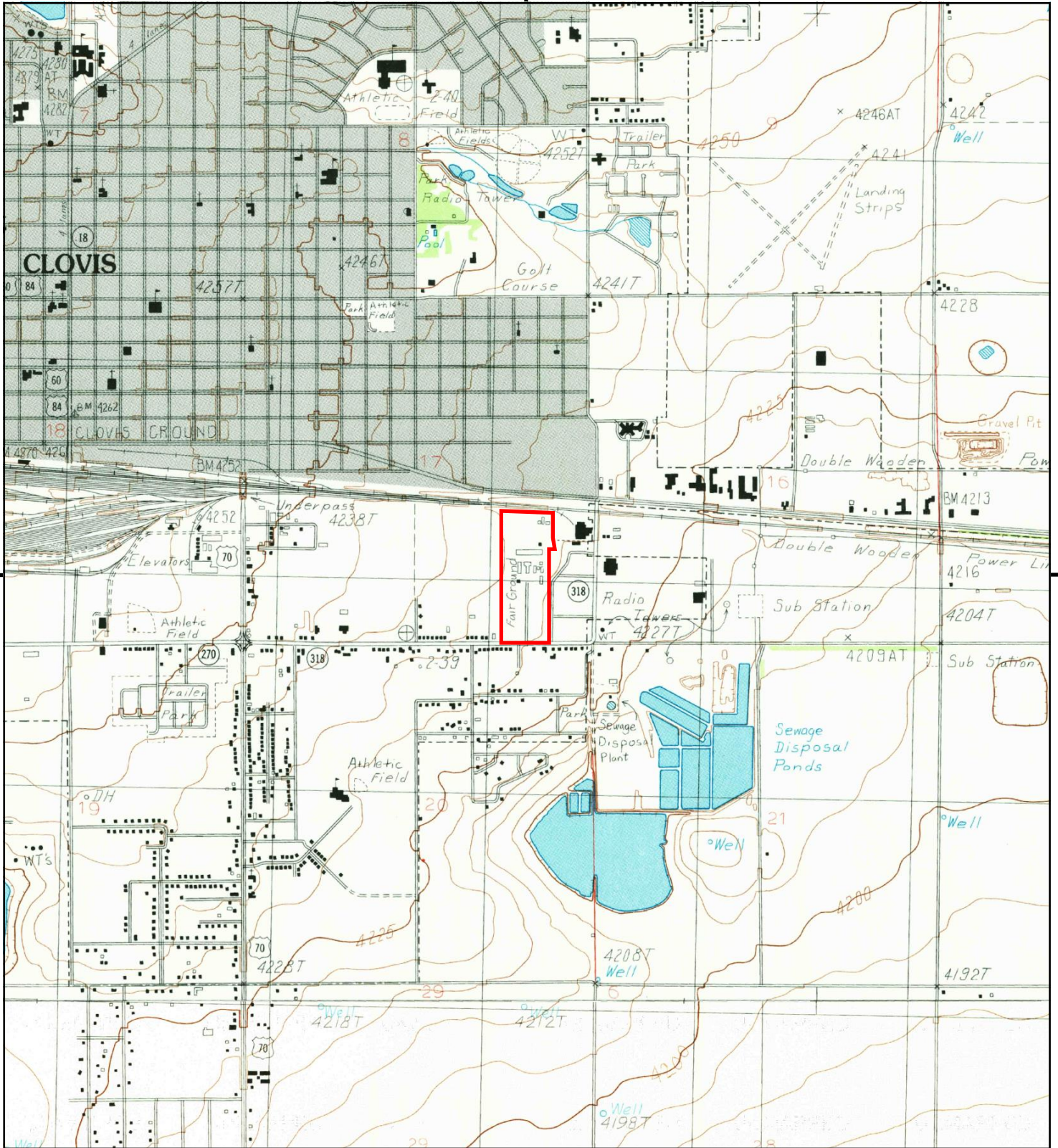


TP, Clovis, 2013, 7.5-minute  
S, Midway, 2013, 7.5-minute

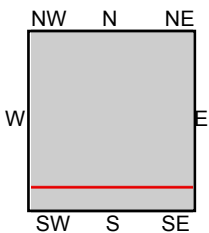
**SITE NAME:** Curry County Fairgrounds  
**ADDRESS:** Fairgrounds  
Clovis, NM 88101  
**CLIENT:** LOI Engineers







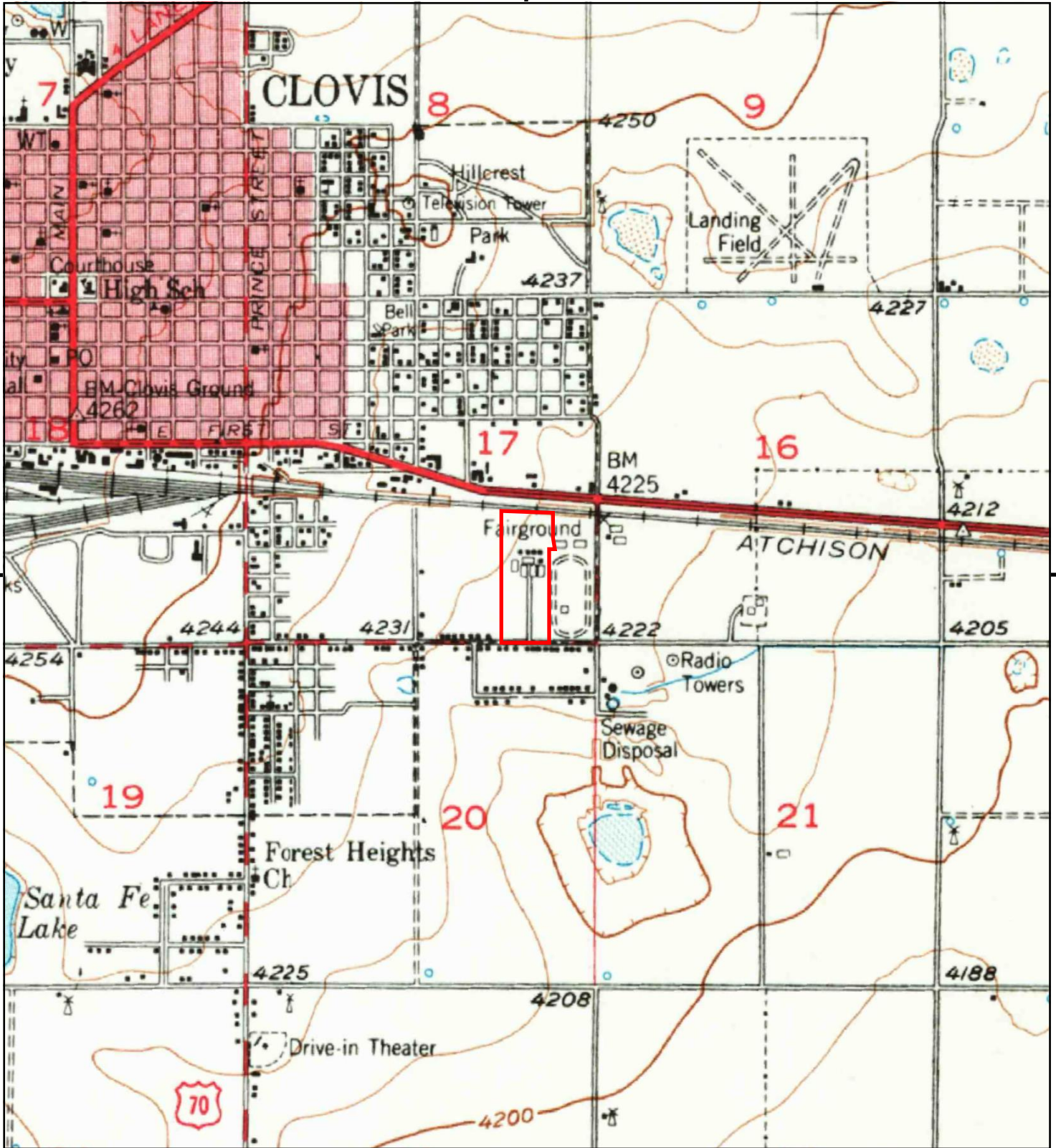
This report includes information from the following map sheet(s).



TP, Clovis, 1985, 7.5-minute  
S, Midway, 1985, 7.5-minute

**SITE NAME:** Curry County Fairgrounds  
**ADDRESS:** Fairgrounds  
Clovis, NM 88101  
**CLIENT:** LOI Engineers





This report includes information from the following map sheet(s).



TP, Clovis, 1957, 15-minute

SITE NAME: Curry County Fairgrounds  
 ADDRESS: Fairgrounds  
 Clovis, NM 88101  
 CLIENT: LOI Engineers



## **APPENDIX G CITY DIRECTORY**

**Curry County Fairgrounds**

Fairgrounds  
Clovis, NM 88101

Inquiry Number: 7302670.5

April 12, 2023

# The EDR-City Directory Image Report

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### SECTION

Executive Summary

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*Thank you for your business.*

Please contact EDR at 1-800-352-0050  
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## EXECUTIVE SUMMARY

### DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available business directory data at approximately five year intervals.

### RECORD SOURCES

The EDR City Directory Report accesses a variety of business directory sources, including Haines, InfoUSA, Polk, Cole, Bresser, and Stewart. Listings marked as EDR Digital Archive access Cole and InfoUSA records. The various directory sources enhance and complement each other to provide a more thorough and accurate report.

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### RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EDR Digital Archive
2017	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
2014	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
2010	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
2000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
1995	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
1992	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cole Information
1969	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Johnson's City Directory
1964	<input type="checkbox"/>	<input type="checkbox"/>	Hudspeth's City Directory
1957	<input type="checkbox"/>	<input type="checkbox"/>	Hudspeth's City Directory
1946	<input type="checkbox"/>	<input type="checkbox"/>	Hudspeth's City Directory

## FINDINGS

### TARGET PROPERTY STREET

Fairgrounds  
Clovis, NM 88101

No Addresses Found

## FINDINGS

### CROSS STREETS

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
-------------	-----------------	---------------

#### S NORRIS ST

2020	pg. A1	EDR Digital Archive	
2017	pg. A2	Cole Information	
2014	pg. A3	Cole Information	
2010	pg. A4	Cole Information	
2005	pg. A5	Cole Information	
2000	pg. A6	Cole Information	
1995	pg. A7	Cole Information	
1992	pg. A8	Cole Information	
1969	pg. A9	Johnson's City Directory	
1964	-	Hudspeth's City Directory	Street not listed in Source
1957	-	Hudspeth's City Directory	Street not listed in Source
1946	-	Hudspeth's City Directory	Street not listed in Source



## **City Directory Images**

**S NORRIS ST**

**2020**

409	CUMMINS NATURAL GAS ENGINES
600	CURRY COUNTY EVENT
601	EBONY HOLEMAN
	US ARMY NATIONAL GUARD
801	CLOVIS CITY SANITARY SEWERS
	CLOVIS CITY TRAFFIC SIGNALS
	CLOVIS PUBLIC WORKS
	CLOVIS STREET DEPT
	CLOVIS WASTE WATER TREATMENT

Target Street

Cross Street

Source

-

✓

Cole Information

**S NORRIS ST**

**2017**

400	DAIRICONCEPTS
409	CUMMINS NATURAL GAS ENGINE INC
600	COUNTY OF CURRY
601	UNITED STATES GOVERNMENT

Target Street

Cross Street

Source

-

✓

Cole Information

**S NORRIS ST**

**2014**

400	DAIRICONCEPTS
409	CUMMINS NATURAL GAS ENGINE INC
601	UNITED STATES GOVERNMENT

**S NORRIS ST      2010**

400	DEAN DAIRY PRODUCTS
409	CUMMINS NATURAL GAS ENGINES
600	CURRY COUNTY FAIRGROUNDS
	CURRY COUNTY ROAD DEPT
	MOUNTED PATROL ARENA
601	US ARMY NATIONAL GUARD
	US NATIONAL GUARD ARMORY

**S NORRIS ST**

**2005**

- 400 DAIRI CONCEPTS  
DEAN DAIRY PRODUCTS
- 409 CUMMINS NATURAL GAS ENGINES
- 600 CURRY COUNTY FAIRGROUNDS
- 601 MILITARY AFFAIRS NM DEPT

**S NORRIS ST      2000**

- 400    DEAN DAIRY PRODUCTS  
      DFA
- 409    CUMMINS NATURAL GAS ENGINES INCORPORATED
- 600    CURRY COUNTY FAIR  
      CURRY COUNTY FAIRGROUNDS  
      CURRY COUNTY OF ROAD DEPARTMENT
- 601    UNITED STATES GOVERNMENT DEFENSE DEPARTMENT OF  
      UNITED STATES GOVERNMENT NATIONAL GUARD ARMORY

**S NORRIS ST**

**1995**

400 GOLD STAR DAIRY NEW MEXICO  
409 CUMMINS GAS ENGINES  
600 CURRY COUNTY FAIRGROUNDS  
CURRY COUNTY ROAD DEPT  
601 NATIONAL GUARD ARMORY  
US ARMY NATIONAL GUARD  
801 OCCUPANT UNKNOWNN  
813 DAVIS, MICHAEL  
1009 MORRIS, KATHY  
1101 PATE, JANET M  
1201 BLAKE, JAMES D  
HARRELL, JANNA  
STEPHENSON, V C



Target Street

Cross Street

Source

-

✓

Cole Information

**S NORRIS ST**

**1992**

400 GOLD STAR DAIRY  
409 CUMMINS GAS ENGINES  
600 CURRY CNTY FAIRGRND  
CURRY ROAD DEPT

S NORRIS ST 1969

317 Mongar Gladon EⓈ ..... 762-0423Δ  
 317 Mongar Carol A ..... 762-0423Δ  
 320 Northcutt FredⓈ ..... 763-3801Δ  
 321 Butler Davis VⓈ ..... 763-9180Δ  
 325 Sutter W AndyⓈ ..... 763-6802Δ

\*\*\*\*\*

NORRIS ST (0615)

100 Clovis Concrete Co ..... 763-7957  
 100 Clovis Campers ..... 763-7957Δ  
 120 Hudson EddieⓈ ..... 763-3993Δ  
 212 Chavez PaulⓈ ..... 762-0921Δ  
 212 Chavez Steve A ..... 762-0921Δ  
 218 Garcia Jake ..... 762-2832Δ  
 220 Garcia DanⓈ  
 316 Rollins Packing Company.. 763-3449Δ  
 316 Rollins Pkng Co Sls Dept 763-4208Δ  
 400 Safeway Strs Inc Milk Dept... 763-5519Δ  
 508 Bryant Weldon GⓈ ..... 762-1430Δ  
 514 Bryant Charles EⓈ  
 516 Thompson H LeeⓈ ..... 762-4250Δ  
 600 Curry Cty Road Dept ..... 762-4224Δ  
 600 Wiggs LeeⓈ ..... 762-0574Δ  
 600 Baker Stella MⓈ ..... 763-5888Δ  
 600½ Information Refused  
 604 Gibbs Melvin WⓈ ..... 763-6801Δ  
 608 Willett J BⓈ ..... 763-5278Δ  
 620 Ashley William NⓈ ..... 763-6382Δ  
 2400 Zia Elementary Sch ..... 763-9891Δ

\*\*\*\*\*

NORTH DR (0620)

520 Kreitzberg N CⓈ ..... 763-4592Δ

\*\*\*\*\*

OAK ST (0625)

204 Stephens Henry AⓈ ..... 763-6706Δ

**APPENDIX H  
RADIUS MAP REPORT**

**Curry County Fairgrounds**  
Fairgrounds  
Clovis, NM 88101

Inquiry Number: 7302670.2s  
April 07, 2023

## The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

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## EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

### TARGET PROPERTY INFORMATION

#### ADDRESS

FAIRGROUNDS  
CLOVIS, NM 88101

#### COORDINATES

Latitude (North): 34.3930540 - 34° 23' 34.99"  
Longitude (West): 103.1820190 - 103° 10' 55.26"  
Universal Transverse Mercator: Zone 13  
UTM X (Meters): 667123.4  
UTM Y (Meters): 3807040.8  
Elevation: 4235 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 14552344 CLOVIS, NM  
Version Date: 2020  
  
South Map: 14552402 MIDWAY, NM  
Version Date: 2020

### AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20140514  
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:  
 FAIRGROUNDS  
 CLOVIS, NM 88101

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
<a href="#">A1</a>	STERICYCLE AT CURRY	1900 E. BRADY AVE.	RCRA NonGen / NLR	Lower	1 ft.
<a href="#">A2</a>	STERICYCLE AT CURRY	1900 E. BRADY AVE.	FINDS, ECHO	Lower	1 ft.
<a href="#">B3</a>	GOLD STAR DAIRY	400 S NORRIS	UST	Lower	636, 0.120, NE
<a href="#">B4</a>	GOLD STAR DAIRY	400 S NORRIS	TANKS	Lower	636, 0.120, NE
<a href="#">B5</a>	CLOVIS WATER DEPARTM	401 S NORRIS	RCRA-VSQQ, LUST, LTANKS, TANKS, FINDS, ECHO,...	Lower	676, 0.128, NE
<a href="#">B6</a>	CLOVIS SERVICE CENTE	401 S NORRIS ST	UST	Lower	676, 0.128, NE
<a href="#">C7</a>	CURRY (COUNTY OF) RO	600 S NORRIS	TANKS, AIRS	Lower	681, 0.129, East
<a href="#">C8</a>	CURRY (COUNTY OF) RO	600 S NORRIS	AST	Lower	681, 0.129, East
<a href="#">9</a>	CLOVIS (CITY OF) - I		PFAS ECHO	Lower	688, 0.130, SE
<a href="#">D10</a>	CLOVIS (CITY OF)	801 S NORRIS STREET	AST	Lower	712, 0.135, ESE
<a href="#">D11</a>	CLOVIS (CITY OF)	801 S NORRIS STREET	TANKS, ASBESTOS	Lower	712, 0.135, ESE
<a href="#">C12</a>	NEW MEXICO (STATE OF	605 S NORRIS	TANKS	Lower	720, 0.136, East
<a href="#">C13</a>	NEW MEXICO (STATE OF	605 S NORRIS	AST	Lower	720, 0.136, East
<a href="#">E14</a>	NMDOT CLOVIS PATROL	1620 EAST BRADY	AST	Higher	740, 0.140, SW
<a href="#">E15</a>	NMDOT CLOVIS PATROL	1620 EAST BRADY	UST	Higher	740, 0.140, SW
<a href="#">E16</a>	NMDOT CLOVIS PATROL	1620 EAST BRADY	TANKS	Higher	740, 0.140, SW
<a href="#">F17</a>	MABRY DR SIXTY SIX	1504 MABRY DR	TANKS	Higher	1043, 0.198, NW
<a href="#">F18</a>	MABRY DR SIXTY SIX	1504 MABRY DR	UST	Higher	1043, 0.198, NW
<a href="#">19</a>	CUMMINS NATURAL GAS	409 S NORRIS ST	RCRA-VSQQ, US AIRS, FINDS, ECHO	Lower	1255, 0.238, East
<a href="#">20</a>	BARNETT OIL CO INC	1505 E MABRY	UST, TANKS	Higher	1277, 0.242, NW
<a href="#">G21</a>	CLOVIS CONCRETE CO	100 NORRIS	TANKS	Higher	1310, 0.248, NNE
<a href="#">G22</a>	CLOVIS CONCRETE CO	100 NORRIS	UST, AST	Higher	1310, 0.248, NNE
<a href="#">G23</a>	STEELE RANCH	100 NORRIS ST.	US MINES	Higher	1310, 0.248, NNE
<a href="#">24</a>	PERRY MANAGEMEN T CO	1401 MABRY DRIVE	SWRCY	Higher	1656, 0.314, NW
<a href="#">25</a>	CAMP WC REID ENG TRG		FUDS	Higher	4208, 0.797, WNW
<a href="#">26</a>	MELUGIN SPILL	EAST 7TH STREET AND	SCS	Higher	4997, 0.946, NE

# EXECUTIVE SUMMARY

## TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

## DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

## STANDARD ENVIRONMENTAL RECORDS

### ***Lists of Federal NPL (Superfund) sites***

NPL..... National Priority List  
Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

### ***Lists of Federal Delisted NPL sites***

Delisted NPL..... National Priority List Deletions

### ***Lists of Federal sites subject to CERCLA removals and CERCLA orders***

FEDERAL FACILITY..... Federal Facility Site Information listing  
SEMS..... Superfund Enterprise Management System

### ***Lists of Federal CERCLA sites with NFRAP***

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

### ***Lists of Federal RCRA facilities undergoing Corrective Action***

CORRACTS..... Corrective Action Report

### ***Lists of Federal RCRA TSD facilities***

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

### ***Lists of Federal RCRA generators***

RCRA-LQG..... RCRA - Large Quantity Generators  
RCRA-SQG..... RCRA - Small Quantity Generators

### ***Federal institutional controls / engineering controls registries***

LUCIS..... Land Use Control Information System  
US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROLS..... Institutional Controls Sites List



## EXECUTIVE SUMMARY

### ***Federal ERNS list***

ERNS..... Emergency Response Notification System

### ***Lists of state- and tribal hazardous waste facilities***

SHWS..... This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

### ***Lists of state and tribal landfills and solid waste disposal facilities***

SWF/LF..... Solid Waste Facilities

### ***Lists of state and tribal leaking storage tanks***

LAST..... Leaking Aboveground Storage Tank Sites  
INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

### ***Lists of state and tribal registered storage tanks***

FEMA UST..... Underground Storage Tank Listing  
INDIAN UST..... Underground Storage Tanks on Indian Land

### ***State and tribal institutional control / engineering control registries***

INST CONTROL..... Sites with Institutional Controls

### ***Lists of state and tribal voluntary cleanup sites***

VCP..... Voluntary Remediation Program Sites  
INDIAN VCP..... Voluntary Cleanup Priority Listing

### ***Lists of state and tribal brownfield sites***

BROWNFIELDS..... Brownfields Site Listing

### **ADDITIONAL ENVIRONMENTAL RECORDS**

#### ***Local Brownfield lists***

US BROWNFIELDS..... A Listing of Brownfields Sites

#### ***Local Lists of Landfill / Solid Waste Disposal Sites***

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands  
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
ODI..... Open Dump Inventory  
IHS OPEN DUMPS..... Open Dumps on Indian Land

#### ***Local Lists of Hazardous waste / Contaminated Sites***

US HIST CDL..... Delisted National Clandestine Laboratory Register  
CDL..... Clandestine Drug Laboratory Listing

## EXECUTIVE SUMMARY

US CDL..... National Clandestine Laboratory Register

### **Local Land Records**

LIENS 2..... CERCLA Lien Information

### **Records of Emergency Release Reports**

HMIRS..... Hazardous Materials Information Reporting System

SPILLS..... Spill Data

### **Other Ascertainable Records**

DOD..... Department of Defense Sites

SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing

US FIN ASSUR..... Financial Assurance Information

EPA WATCH LIST..... EPA WATCH LIST

2020 COR ACTION..... 2020 Corrective Action Program List

TSCA..... Toxic Substances Control Act

TRIS..... Toxic Chemical Release Inventory System

SSTS..... Section 7 Tracking Systems

ROD..... Records Of Decision

RMP..... Risk Management Plans

RAATS..... RCRA Administrative Action Tracking System

PRP..... Potentially Responsible Parties

PADS..... PCB Activity Database System

ICIS..... Integrated Compliance Information System

FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

MLTS..... Material Licensing Tracking System

COAL ASH DOE..... Steam-Electric Plant Operation Data

COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List

PCB TRANSFORMER..... PCB Transformer Registration Database

RADINFO..... Radiation Information Database

HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing

DOT OPS..... Incident and Accident Data

CONSENT..... Superfund (CERCLA) Consent Decrees

INDIAN RESERV..... Indian Reservations

FUSRAP..... Formerly Utilized Sites Remedial Action Program

UMTRA..... Uranium Mill Tailings Sites

LEAD SMELTERS..... Lead Smelter Sites

US AIRS..... Aerometric Information Retrieval System Facility Subsystem

ABANDONED MINES..... Abandoned Mines

UXO..... Unexploded Ordnance Sites

DOCKET HWC..... Hazardous Waste Compliance Docket Listing

FUELS PROGRAM..... EPA Fuels Program Registered Listing

PFAS NPL..... Superfund Sites with PFAS Detections Information

PFAS FEDERAL SITES..... Federal Sites PFAS Information

PFAS TSCA..... PFAS Manufacture and Imports Information

PFAS RCRA MANIFEST..... PFAS Transfers Identified In the RCRA Database Listing

PFAS ATSDR..... PFAS Contamination Site Location Listing

PFAS WQP..... Ambient Environmental Sampling for PFAS

PFAS NPDES..... Clean Water Act Discharge Monitoring Information

PFAS ECHO FIRE TRAINING..... Facilities in Industries that May Be Handling PFAS Listing

PFAS PART 139 AIRPORT... All Certified Part 139 Airports PFAS Information Listing

## EXECUTIVE SUMMARY

AQUEOUS FOAM NRC.....	Aqueous Foam Related Incidents Listing
PFAS.....	Per- and Polyfluoroalkyl Substances (PFAS) Data
AIRS.....	Airs Information
ASBESTOS.....	List of Asbestos Demolition and Renovations Jobs
DRYCLEANERS.....	Drycleaner Facility Listing
Financial Assurance.....	Financial Assurance Information
MINES.....	Coal Mine Permits Database
NPDES.....	List of Discharge Permits
UIC.....	Underground Injection Control Listing
MINES MRDS.....	Mineral Resources Data System
PFAS TRIS.....	List of PFAS Added to the TRI

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

RGA LF.....	Recovered Government Archive Solid Waste Facilities List
RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

### STANDARD ENVIRONMENTAL RECORDS

#### ***Lists of Federal RCRA generators***

RCRA-VSQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQG list, as provided by EDR, and dated 03/06/2023 has revealed that there are

## EXECUTIVE SUMMARY

2 RCRA-VSQQ sites within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>CLOVIS WATER DEPARTM</b> EPA ID:: NM0000042903	<b>401 S NORRIS</b>	<b>NE 1/8 - 1/4 (0.128 mi.)</b>	<b>B5</b>	<b>13</b>
<b>CUMMINS NATURAL GAS</b> EPA ID:: NMD182550475	<b>409 S NORRIS ST</b>	<b>E 1/8 - 1/4 (0.238 mi.)</b>	<b>19</b>	<b>27</b>

### ***Lists of state- and tribal hazardous waste facilities***

SCS: State cleanup sites that fall under the state's Water Quality Control Commission Regulations.

A review of the SCS list, as provided by EDR, and dated 01/12/2023 has revealed that there is 1 SCS site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>MELUGIN SPILL</b> Closed Date: 7/17/1995	<b>EAST 7TH STREET AND</b>	<b>NE 1/2 - 1 (0.946 mi.)</b>	<b>26</b>	<b>44</b>

### ***Lists of state and tribal leaking storage tanks***

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the New Mexico Environmental Department's List of Past & Current Leak Sites by Location.

A review of the LUST list, as provided by EDR, and dated 08/01/2006 has revealed that there is 1 LUST site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>CLOVIS WATER DEPARTM</b> Facility Id: 27442 Facility Status: No Further Action Required	<b>401 S NORRIS</b>	<b>NE 1/8 - 1/4 (0.128 mi.)</b>	<b>B5</b>	<b>13</b>

LTANKS: A listing of leaking storage tank site locations.

A review of the LTANKS list, as provided by EDR, and dated 08/31/2022 has revealed that there is 1 LTANKS site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>CLOVIS WATER DEPARTM</b> Status: No Further Action, Confirmed Release Facility Id: 27442	<b>401 S NORRIS</b>	<b>NE 1/8 - 1/4 (0.128 mi.)</b>	<b>B5</b>	<b>13</b>

## EXECUTIVE SUMMARY

### ***Lists of state and tribal registered storage tanks***

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the New Mexico Environmental Department's Listing of Underground Storage Tanks.

A review of the UST list, as provided by EDR, and dated 08/01/2006 has revealed that there are 6 UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NMDOT CLOVIS PATROL Facility Id: 29648 Tank Status: REMOVED	1620 EAST BRADY	SW 1/8 - 1/4 (0.140 mi.)	E15	25
MABRY DR SIXTY SIX Facility Id: 1496 Tank Status: REMOVED	1504 MABRY DR	NW 1/8 - 1/4 (0.198 mi.)	F18	27
<b>BARNETT OIL CO INC</b> Facility Id: 26851 Tank Status: CURRENTLY IN USE	<b>1505 E MABRY</b>	<b>NW 1/8 - 1/4 (0.242 mi.)</b>	<b>20</b>	<b>34</b>
<b>CLOVIS CONCRETE CO</b> Facility Id: 29069 Tank Status: REMOVED	<b>100 NORRIS</b>	<b>NNE 1/8 - 1/4 (0.248 mi.)</b>	<b>G22</b>	<b>36</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOLD STAR DAIRY Facility Id: 1362 Tank Status: REMOVED	400 S NORRIS	NE 0 - 1/8 (0.120 mi.)	B3	12
CLOVIS SERVICE CENTE Facility Id: 27442 Tank Status: REMOVED	401 S NORRIS ST	NE 1/8 - 1/4 (0.128 mi.)	B6	18

AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the New Mexico Environmental Department's Listing of Aboveground Storage Tanks.

A review of the AST list, as provided by EDR, and dated 08/01/2006 has revealed that there are 5 AST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NMDOT CLOVIS PATROL Facility Id: 29648 Tank Status: CURRENTLY IN USE	1620 EAST BRADY	SW 1/8 - 1/4 (0.140 mi.)	E14	25
<b>CLOVIS CONCRETE CO</b> Facility Id: 29069 Tank Status: CURRENTLY IN USE	<b>100 NORRIS</b>	<b>NNE 1/8 - 1/4 (0.248 mi.)</b>	<b>G22</b>	<b>36</b>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CURRY (COUNTY OF) RO Facility Id: 54419	600 S NORRIS	E 1/8 - 1/4 (0.129 mi.)	C8	20

## EXECUTIVE SUMMARY

Tank Status: CURRENTLY IN USE				
CLOVIS (CITY OF)	801 S NORRIS STREET	ESE 1/8 - 1/4 (0.135 mi.)	D10	21
Facility Id: 54433				
Tank Status: REMOVED				
Tank Status: CURRENTLY IN USE				
NEW MEXICO (STATE OF)	605 S NORRIS	E 1/8 - 1/4 (0.136 mi.)	C13	24
Facility Id: 7363				
Tank Status: CURRENTLY IN USE				

TANKS: A listing of aboveground and underground storage tank site locations.

A review of the TANKS list, as provided by EDR, and dated 09/01/2022 has revealed that there are 9 TANKS sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NMDOT CLOVIS PATROL Facility Id: 29648	1620 EAST BRADY	SW 1/8 - 1/4 (0.140 mi.)	E16	26
MABRY DR SIXTY SIX Facility Id: 1496	1504 MABRY DR	NW 1/8 - 1/4 (0.198 mi.)	F17	26
<b>BARNETT OIL CO INC</b> Facility Id: 26851	<b>1505 E MABRY</b>	<b>NW 1/8 - 1/4 (0.242 mi.)</b>	<b>20</b>	<b>34</b>
CLOVIS CONCRETE CO Facility Id: 29069	100 NORRIS	NNE 1/8 - 1/4 (0.248 mi.)	G21	35

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
GOLD STAR DAIRY Facility Id: 1362	400 S NORRIS	NE 0 - 1/8 (0.120 mi.)	B4	12
<b>CLOVIS WATER DEPARTM</b> Facility Id: 27442	<b>401 S NORRIS</b>	<b>NE 1/8 - 1/4 (0.128 mi.)</b>	<b>B5</b>	<b>13</b>
<b>CURRY (COUNTY OF) RO</b> Facility Id: 54419	<b>600 S NORRIS</b>	<b>E 1/8 - 1/4 (0.129 mi.)</b>	<b>C7</b>	<b>19</b>
<b>CLOVIS (CITY OF)</b> Facility Id: 54433	<b>801 S NORRIS STREET</b>	<b>ESE 1/8 - 1/4 (0.135 mi.)</b>	<b>D11</b>	<b>22</b>
NEW MEXICO (STATE OF) Facility Id: 7363	605 S NORRIS	E 1/8 - 1/4 (0.136 mi.)	C12	24

### ADDITIONAL ENVIRONMENTAL RECORDS

#### **Local Lists of Landfill / Solid Waste Disposal Sites**

SWRCY: A listing of recycling facility locations.

A review of the SWRCY list, as provided by EDR, and dated 09/21/2022 has revealed that there is 1 SWRCY site within approximately 0.5 miles of the target property.

## EXECUTIVE SUMMARY

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
PERRY MANAGEMENT CO FacilityStatus: Open	1401 MABRY DRIVE	NW 1/4 - 1/2 (0.314 mi.)	24	43

### **Other Ascertainable Records**

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 03/06/2023 has revealed that there is 1 RCRA NonGen / NLR site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
STERICYCLE AT CURRY EPA ID:: NMT000025429	1900 E. BRADY AVE.	0 - 1/8 (0.000 mi.)	A1	8

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 11/01/2022 has revealed that there is 1 FUDS site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CAMP WC REID ENG TRG		WNW 1/2 - 1 (0.797 mi.)	25	43

US MINES: Mines Master Index File. The source of this database is the Dept. of Labor, Mine Safety and Health Administration.

A review of the US MINES list, as provided by EDR, has revealed that there is 1 US MINES site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
STEELE RANCH Database: MINES VIOLATIONS, Date of Government Version: 02/27/2023	100 NORRIS ST.	NNE 1/8 - 1/4 (0.248 mi.)	G23	36

FINDS: The Facility Index System contains both facility information and "pointers" to other sources of information that contain more detail. These include: RCRIS; Permit Compliance System (PCS); Aerometric Information Retrieval System (AIRS); FATES (FIFRA [Federal Insecticide Fungicide Rodenticide Act] and TSCA Enforcement System, FTTS [FIFRA/TSCA Tracking System]; CERCLIS; DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes); Federal Underground Injection Control (FURS); Federal Reporting Data System (FRDS); Surface Impoundments (SIA); TSCA Chemicals in Commerce Information System (CICS); PADS; RCRA-J (medical waste transporters/disposers); TRIS; and TSCA. The source of this database is the U.S. EPA/NTIS.

A review of the FINDS list, as provided by EDR, and dated 02/02/2023 has revealed that there is 1

## EXECUTIVE SUMMARY

FINDS site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>STERICYCLE AT CURRY</b> Registry ID:: 110070433102	<b>1900 E. BRADY AVE.</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A2</b>	<b>11</b>

ECHO: ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

A review of the ECHO list, as provided by EDR, and dated 01/01/2023 has revealed that there is 1 ECHO site within approximately 0.001 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>STERICYCLE AT CURRY</b> Registry ID: 110070433102	<b>1900 E. BRADY AVE.</b>	<b>0 - 1/8 (0.000 mi.)</b>	<b>A2</b>	<b>11</b>

PFAS ECHO: Regulators and the public have expressed interest in knowing which regulated entities may be using PFAS. EPA has developed a dataset from various sources that show which industries may be handling PFAS. Approximately 120,000 facilities subject to federal environmental programs have operated or currently operate in industry sectors with processes that may involve handling and/or release of PFAS.

A review of the PFAS ECHO list, as provided by EDR, and dated 03/30/2023 has revealed that there is 1 PFAS ECHO site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CLOVIS (CITY OF) - I		SE 1/8 - 1/4 (0.130 mi.)	9	20

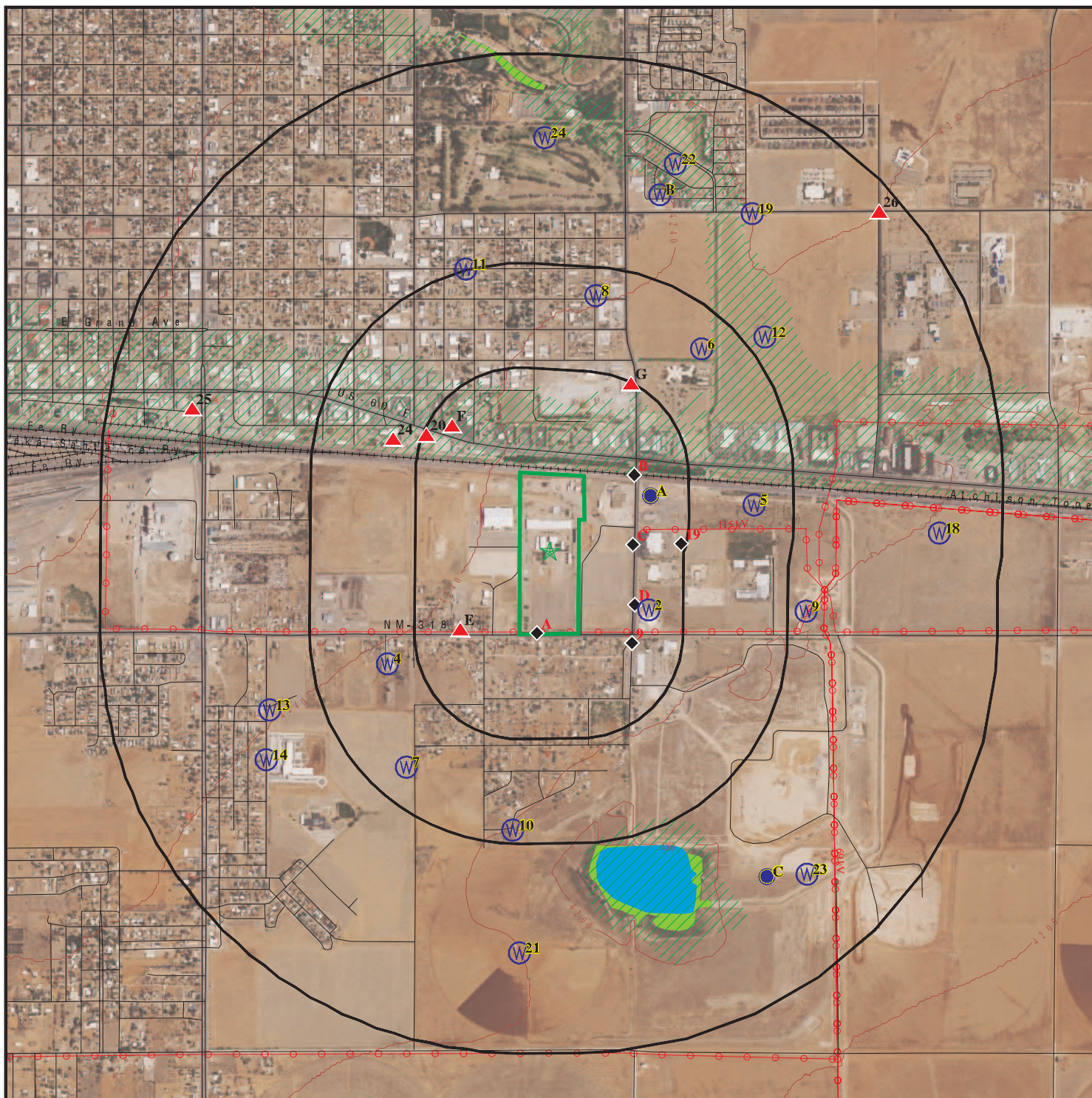


## EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 4 records.

<u>Site Name</u>	<u>Database(s)</u>
SAVAGE TRUCKING	SCS
KOCH PIPELINE/ CLOVIS	SCS
CLOVIS MUNICIPAL WELLS	SEMS-ARCHIVE
BATTERY SHOP	SEMS-ARCHIVE

# OVERVIEW MAP - 7302670.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

Power transmission lines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

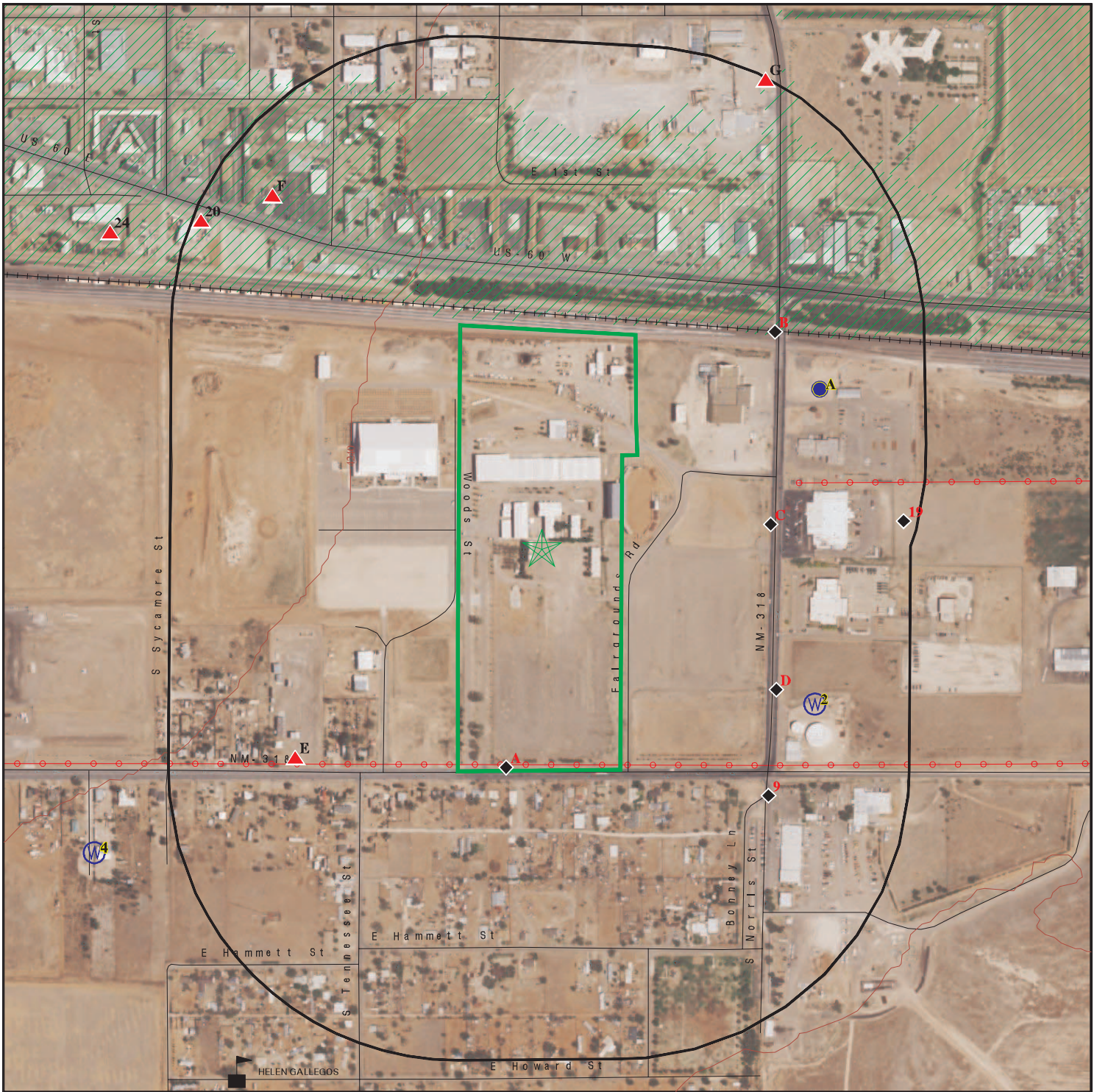









This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.





SITE NAME: Curry County Fairgrounds  
 ADDRESS: Fairgrounds  
 Clovis NM 88101  
 LAT/LONG: 34.393054 / 103.182019

CLIENT: LOI Engineers  
 CONTACT: Samantha Voorhies  
 INQUIRY #: 7302670.2s  
 DATE: April 07, 2023 3:34 pm

# DETAIL MAP - 7302670.2S



-  Target Property
-  Sites at elevations higher than or equal to the target property
-  Sites at elevations lower than the target property
-  Manufactured Gas Plants
-  Sensitive Receptors
-  National Priority List Sites
-  Dept. Defense Sites

-  Indian Reservations BIA
-  Power transmission lines
-  Special Flood Hazard Area (1%)
-  0.2% Annual Chance Flood Hazard

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Curry County Fairgrounds  
 ADDRESS: Fairgrounds  
 Clovis NM 88101  
 LAT/LONG: 34.393054 / 103.182019

CLIENT: LOI Engineers  
 CONTACT: Samantha Voorhies  
 INQUIRY #: 7302670.2s  
 DATE: April 07, 2023 3:34 pm

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b>STANDARD ENVIRONMENTAL RECORDS</b>								
<b><i>Lists of Federal NPL (Superfund) sites</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal Delisted NPL sites</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i></b>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal CERCLA sites with NFRAP</i></b>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA facilities undergoing Corrective Action</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Lists of Federal RCRA TSD facilities</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Lists of Federal RCRA generators</i></b>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	2	NR	NR	NR	2
<b><i>Federal institutional controls / engineering controls registries</i></b>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	0.001		0	NR	NR	NR	NR	0
<b><i>Lists of state- and tribal hazardous waste facilities</i></b>								
SCS	1.000		0	0	0	1	NR	1
SHWS	N/A		N/A	N/A	N/A	N/A	N/A	N/A
<b><i>Lists of state and tribal landfills and solid waste disposal facilities</i></b>								
SWF/LF	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal leaking storage tanks</i></b>								
LAST	0.500		0	0	0	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST	0.500		0	1	0	NR	NR	1
INDIAN LUST	0.500		0	0	0	NR	NR	0
LTANKS	0.500		0	1	0	NR	NR	1
<b><i>Lists of state and tribal registered storage tanks</i></b>								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		1	5	NR	NR	NR	6
AST	0.250		0	5	NR	NR	NR	5
INDIAN UST	0.250		0	0	NR	NR	NR	0
TANKS	0.250		1	8	NR	NR	NR	9
<b><i>State and tribal institutional control / engineering control registries</i></b>								
INST CONTROL	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal voluntary cleanup sites</i></b>								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
<b><i>Lists of state and tribal brownfield sites</i></b>								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><u>ADDITIONAL ENVIRONMENTAL RECORDS</u></b>								
<b><i>Local Brownfield lists</i></b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Landfill / Solid Waste Disposal Sites</i></b>								
SWRCY	0.500		0	0	1	NR	NR	1
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<b><i>Local Lists of Hazardous waste / Contaminated Sites</i></b>								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
<b><i>Local Land Records</i></b>								
LIENS 2	0.001		0	NR	NR	NR	NR	0
<b><i>Records of Emergency Release Reports</i></b>								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0
<b><i>Other Ascertainable Records</i></b>								
RCRA NonGen / NLR	0.250		1	0	NR	NR	NR	1

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FUDS	1.000		0	0	0	1	NR	1
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	1	NR	NR	NR	1
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		1	NR	NR	NR	NR	1
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001		1	NR	NR	NR	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	1	NR	NR	NR	1
PFAS ECHO FIRE TRAINING	0.250		0	0	NR	NR	NR	0
PFAS PART 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
PFAS	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Financial Assurance	0.001		0	NR	NR	NR	NR	0
MINES	0.250		0	0	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0

### EDR HIGH RISK HISTORICAL RECORDS

#### ***EDR Exclusive Records***

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0

- Totals --                                      0                      5                      24                      1                      2                      0                      32

#### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

N/A = This State does not maintain a SHWS list. See the Federal CERCLIS list.

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

<b>A1</b>	<b>STERICYCLE AT CURRY COUNTY FAIRGROUNDS</b>	<b>RCRA NonGen / NLR</b>	<b>1024890196</b>
	<b>1900 E. BRADY AVE.</b>		<b>NMT000025429</b>
<b>&lt; 1/8</b>	<b>CLOVIS, NM 88101</b>		
<b>1 ft.</b>			

**Site 1 of 2 in cluster A**

<b>Relative:</b>	RCRA Listings:	
<b>Lower</b>	Date Form Received by Agency:	20181231
	Handler Name:	Stericycle At Curry County Fairgrounds
<b>Actual:</b>	Handler Address:	1900 E. BRADY AVE.
<b>4233 ft.</b>	Handler City, State, Zip:	CLOVIS, NM 88101
	EPA ID:	NMT000025429
	Contact Name:	ANDREW POPPE
	Contact Address:	E. PLEASANT RUN RD
	Contact City, State, Zip:	LANCASTER, TX 75146
	Contact Telephone:	972-207-4735
	Contact Fax:	Not reported
	Contact Email:	ANDREW.POPPE@STERICYCLE.COM
	Contact Title:	FIELD SERVICE MANAGER
	EPA Region:	06
	Land Type:	County
	Federal Waste Generator Description:	Not a generator, verified
	Non-Notifier:	Not reported
	Biennial Report Cycle:	Not reported
	Accessibility:	Not reported
	Active Site Indicator:	Not reported
	State District Owner:	Not reported
	State District:	Not reported
	Mailing Address:	E. PLEASANT RUN RD
	Mailing City, State, Zip:	LANCASTER, TX 75146
	Owner Name:	Curry County New Mexico
	Owner Type:	County
	Operator Name:	Stericycle Environmental Solutions, Llc
	Operator Type:	Private
	Short-Term Generator Activity:	No
	Importer Activity:	No
	Mixed Waste Generator:	No
	Transporter Activity:	No
	Transfer Facility Activity:	No
	Recycler Activity with Storage:	No
	Small Quantity On-Site Burner Exemption:	No
	Smelting Melting and Refining Furnace Exemption:	No
	Underground Injection Control:	No
	Off-Site Waste Receipt:	No
	Universal Waste Indicator:	No
	Universal Waste Destination Facility:	No
	Federal Universal Waste:	No
	Active Site State-Reg Handler:	---
	Federal Facility Indicator:	Not reported
	Hazardous Secondary Material Indicator:	NN
	Sub-Part K Indicator:	Not reported
	2018 GPRC Permit Baseline:	Not on the Baseline
	2018 GPRC Renewals Baseline:	Not on the Baseline
	202 GPRC Corrective Action Baseline:	No
	Subject to Corrective Action Universe:	No
	Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
	Corrective Action Priority Ranking:	No NCAPS ranking
	Environmental Control Indicator:	No
	Institutional Control Indicator:	No



Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**STERICYCLE AT CURRY COUNTY FAIRGROUNDS (Continued)**

**1024890196**

Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20190102
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D002
Waste Description:	CORROSIVE WASTE
Waste Code:	D003
Waste Description:	REACTIVE WASTE
Waste Code:	D004
Waste Description:	ARSENIC
Waste Code:	D005
Waste Description:	BARIUM
Waste Code:	D006
Waste Description:	CADMIUM
Waste Code:	D007
Waste Description:	CHROMIUM
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D011
Waste Description:	SILVER
Waste Code:	D012
Waste Description:	ENDRIN (1,2,3,4,10,10-HEXACHLORO-1,7-EPOXY-1,4,4A,5,6,7,8,8A-OCTAHYDRO-1,4-EN DO, ENDO-5,8-DIMETH-ANO-NAPHTHALENE)
Waste Code:	D013
Waste Description:	LINDANE (1,2,3,4,5,6-HEXA-CHLOROCYCLOHEXANE, GAMMA ISOMER)
Waste Code:	D016
Waste Description:	2,4-D (2,4-DICHLOROPHENOXYACETIC ACID)
Waste Code:	D020

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STERICYCLE AT CURRY COUNTY FAIRGROUNDS (Continued)**

**1024890196**

Waste Description: CHLORDANE  
Waste Code: P006  
Waste Description: ALUMINUM PHOSPHIDE (R,T)

Handler - Owner Operator:

Owner/Operator Indicator: Owner  
Owner/Operator Name: CURRY COUNTY NEW MEXICO  
Legal Status: County  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 1900 E. BRADY AVE.  
Owner/Operator City,State,Zip: CLOVIS, NM 88101  
Owner/Operator Telephone: Not reported  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner  
Owner/Operator Name: CURRY COUNTY  
Legal Status: County  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 1900 E. BRADY AVE.  
Owner/Operator City,State,Zip: CLOVIS, NM 88101  
Owner/Operator Telephone: Not reported  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator  
Owner/Operator Name: STERICYCLE (ANDREW POPPE)  
Legal Status: Private  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 945 E. PLEASANT RUN RD  
Owner/Operator City,State,Zip: LANCASTER, TX 75146  
Owner/Operator Telephone: Not reported  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator  
Owner/Operator Name: STERICYCLE ENVIRONMENTAL SOLUTIONS, LLC  
Legal Status: Private  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 945 E. PLEASANT RUN RD  
Owner/Operator City,State,Zip: LANCASTER, TX 75146  
Owner/Operator Telephone: Not reported  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20181231

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STERICYCLE AT CURRY COUNTY FAIRGROUNDS (Continued)**

**1024890196**

Handler Name: STERICYCLE AT CURRY COUNTY FAIRGROUNDS  
Federal Waste Generator Description: Not a generator, verified  
State District Owner: Not reported  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No  
Current Record: Yes  
Non Storage Recycler Activity: No  
Electronic Manifest Broker: No

Receive Date: 20180907  
Handler Name: STERICYCLE AT CURRY COUNTY FAIRGROUNDS  
Federal Waste Generator Description: Large Quantity Generator  
State District Owner: Not reported  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No  
Current Record: No  
Non Storage Recycler Activity: No  
Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:

NAICS Code: 562112  
NAICS Description: HAZARDOUS WASTE COLLECTION

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

**A2**

**STERICYCLE AT CURRY COUNTY FAIRGROUNDS**

**FINDS 1024644715**

**< 1/8  
1 ft.**

**1900 E. BRADY AVE.**

**ECHO N/A**

**CLOVIS, NM 88101**

**Site 2 of 2 in cluster A**

**Relative:  
Lower**

FINDS:  
Registry ID: 110070433102

**Actual:  
4233 ft.**

[Click Here for FRS Facility Detail Report:](#)

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STERICYCLE AT CURRY COUNTY FAIRGROUNDS (Continued)**

**1024644715**

**ECHO:**

Envid: 1024644715  
Registry ID: 110070433102  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110070433102>  
Name: STERICYCLE AT CURRY COUNTY FAIRGROUNDS  
Address: 1900 E. BRADY AVE.  
City,State,Zip: CLOVIS, NM 88101

**B3  
NE  
< 1/8  
0.120 mi.  
636 ft.**

**GOLD STAR DAIRY  
400 S NORRIS  
CLOVIS, NM 87101  
Site 1 of 4 in cluster B**

**UST U003190628  
N/A**

**Relative:  
Lower  
Actual:  
4233 ft.**

**UST:**  
Facility ID: 1362  
Secondary Address: Not reported  
Owner ID: 355  
Owner Name: GOLD STAR DAIRY  
Owner Address: 400 SOUTH NORRIS  
Owner Address 2: Not reported  
Owner City,St,Zip: CLOVIS, NM 88101  
Owner Telephone: 505-762-7724

Tank ID: 18122  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 10000  
Tank Substance: DIESEL

Tank ID: 18123  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 2000  
Tank Substance: DIESEL

**B4  
NE  
< 1/8  
0.120 mi.  
636 ft.**

**GOLD STAR DAIRY  
400 S NORRIS  
CLOVIS, NM 87101  
Site 2 of 4 in cluster B**

**TANKS S111763048  
N/A**

**Relative:  
Lower  
Actual:  
4233 ft.**

**TANKS:**  
Name: GOLD STAR DAIRY  
Address: 400 S NORRIS  
City,State,Zip: CLOVIS, NM 87101  
Facility Id: 1362  
Owner Id Number: 355  
Owner Name: GOLD STAR DAIRY  
In Use AST: 0  
In Use UST: 0  
Temp Out AST: 0  
Temp Out UST: 0  
Sold AST: 0  
Sold UST: 0

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**GOLD STAR DAIRY (Continued)**

**S111763048**

Removed AST: 0  
 Removed UST: 2  
 No Data AST: 0  
 No Data UST: 0  
 Exempt AST: 0  
 Exempt UST: 0

**B5**  
**NE**  
**1/8-1/4**  
**0.128 mi.**  
**676 ft.**  
**Relative:**  
**Lower**  
**Actual:**  
**4233 ft.**

**CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE**  
**401 S NORRIS**  
**CLOVIS, NM 88101**  
**Site 3 of 4 in cluster B**

**RCRA-VSQQ 1000870893**  
**LUST NM0000042903**  
**LTANKS**  
**TANKS**  
**FINDS**  
**ECHO**  
**ASBESTOS**

RCRA Listings:

Date Form Received by Agency:	20190801
Handler Name:	Sps Clovis Service Center
Handler Address:	401 S NORRIS
Handler City,State,Zip:	CLOVIS, NM 88101
EPA ID:	NM0000042903
Contact Name:	HEIDI GRUNER
Contact Address:	SOUTH BUCHANAN STREET
Contact City,State,Zip:	AMARILLO, TX 79101
Contact Telephone:	806-378-2593
Contact Fax:	Not reported
Contact Email:	HEIDI.GRUNER@XCELENERGY.COM
Contact Title:	ENVIRONMENTAL ANALYST
EPA Region:	06
Land Type:	Private
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	NM
State District:	04
Mailing Address:	SOUTH BUCHANAN
Mailing City,State,Zip:	AMARILLO, TX 79101
Owner Name:	Southwestern Public Service Co
Owner Type:	Private
Operator Name:	Southwestern Public Service Center DbA Xcel Energy
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE (Continued)**

**1000870893**

Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
202 GPRA Corrective Action Baseline:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20190801
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

**Hazardous Waste Summary:**

Waste Code: D001  
 Waste Description: IGNITABLE WASTE

Waste Code: F002  
 Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

**Handler - Owner Operator:**

Owner/Operator Indicator:	Owner
Owner/Operator Name:	SOUTHWESTERN PUBLIC SERVICE CO
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	790 SOUTH BUCHANAN STREET
Owner/Operator City,State,Zip:	AMARILLO, TX 79101
Owner/Operator Telephone:	806-378-2593
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	HEIDI.GRUNER@XCELENERGY.COM

Owner/Operator Indicator: Owner

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE (Continued)**

**1000870893**

Owner/Operator Name: SOUTHWESTERN PUBLIC SERVICE CO  
Legal Status: Private  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: PO BOX 1261  
Owner/Operator City,State,Zip: AMARILLO, TX 79105  
Owner/Operator Telephone: 806-378-2194  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator  
Owner/Operator Name: SOUTHWESTERN PUBLIC SERVICE CENTER DBA XCEL ENERGY  
Legal Status: Private  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 790 SOUTH BUCHANAN STREET  
Owner/Operator City,State,Zip: AMARILLO, TX 79101  
Owner/Operator Telephone: 806-378-2593  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator  
Owner/Operator Name: SOUTHWESTERN PUBLIC SERVICE CENTER DBA XCEL ENERGY  
Legal Status: Private  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 790 SOUTH BUCHANAN STREET  
Owner/Operator City,State,Zip: AMARILLO, TX 79101  
Owner/Operator Telephone: 806-378-2593  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner  
Owner/Operator Name: SOUTHWESTERN PUBLIC SERVICE CO  
Legal Status: Private  
Date Became Current: Not reported  
Date Ended Current: Not reported  
Owner/Operator Address: 790 SOUTH BUCHANAN STREET  
Owner/Operator City,State,Zip: AMARILLO, TX 79101  
Owner/Operator Telephone: 806-378-2593  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: HEIDI.GRUNER@XCELENERGY.COM

Historic Generators:

Receive Date: 19931004  
Handler Name: SPS CLOVIS SERVICE CENTER  
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator  
State District Owner: NM  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE (Continued)**

**1000870893**

Current Record: No  
Non Storage Recycler Activity: Not reported  
Electronic Manifest Broker: Not reported

Receive Date: 20190801  
Handler Name: SPS CLOVIS SERVICE CENTER  
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator  
State District Owner: NM  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No  
Current Record: No  
Non Storage Recycler Activity: No  
Electronic Manifest Broker: No

Receive Date: 20190801  
Handler Name: SPS CLOVIS SERVICE CENTER  
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator  
State District Owner: NM  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No  
Current Record: Yes  
Non Storage Recycler Activity: No  
Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:

NAICS Code: 22112  
NAICS Description: ELECTRIC POWER TRANSMISSION, CONTROL, AND DISTRIBUTION

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

LUST:

Facility ID: 27442  
**Status: No Further Action Required**  
Status Date: 03/31/1995  
Release ID: 1200  
Date Release Reported: 04/13/1992  
Priority Rank: Not reported  
Mitigating Factor Score: Not reported  
Total Score To Assign Relative Rank: Not reported  
Project Manager: UNKNOWN

LTANKS:

Name: SPS CLOVIS SVC  
Address: 401 S NORRIS ST



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE (Continued)**

**1000870893**

City,State,Zip: CLOVIS, NM  
Facility Id: 27442  
Release Id Number: 1200  
Project Manager: Not reported  
Status: No Further Action, Confirmed Release  
NFA Date: 03/31/1995  
Priority: Not reported

**TANKS:**

Name: CLOVIS SERVICE CENTER  
Address: 401 S NORRIS ST  
City,State,Zip: CLOVIS, NM 88101  
Facility Id: 27442  
Owner Id Number: 15131  
Owner Name: SOUTHWESTERN PUBLIC SERVICE CO DBA XCEL ENERGY  
In Use AST: 0  
In Use UST: 0  
Temp Out AST: 0  
Temp Out UST: 0  
Sold AST: 0  
Sold UST: 0  
Removed AST: 0  
Removed UST: 1  
No Data AST: 0  
No Data UST: 0  
Exempt AST: 0  
Exempt UST: 0

**FINDS:**

Registry ID: 110004269096

Click Here for FRS Facility Detail Report:

**Environmental Interest/Information System:**

New Mexico Tools for Environmental Management and Protection Organizations (NM-TEMPO) is New Mexico's environmental management system.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000870893  
Registry ID: 110004269096  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004269096>  
Name: CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE  
Address: 401 S NORRIS  
City,State,Zip: CLOVIS, NM 88101

**ASBESTOS:**

Name: CLOVIS SERVICE CENTER

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

CLOVIS WATER DEPARTMENT SOUTHWEST PUBLIC SERVICE (Continued)

1000870893

Address: 401 S NORRIS ST  
City,State,Zip: CLOVIS, NM 88101  
Tracking Number: Not reported  
**Approval Delivery Type: Not reported**  
**Received Date: 02/24/1993**  
**Tracking Number: Not reported**  
**Revision Number: Not reported**  
**Old Tracking Number: Not reported**  
**Owner: Not reported**  
**Company: Not reported**  
**Start Date: Not reported**  
**End Date: Not reported**  
**Volume: Not reported**  
**Inspector: Not reported**  
**Transporter: Not reported**  
**Disposal Site: Not reported**  
**Approved: Not reported**  
**Approval Letter Date: Not reported**  
**Comments: Reno/Demo Completed**  
**Fiscal Year: Not reported**  
**Demolition Start Date: Not reported**  
**Demolition Start End: Not reported**

Name: CLOVIS SERVICE CENTER  
Address: 401 S NORRIS ST  
City,State,Zip: CLOVIS, NM 88101  
Tracking Number: Not reported  
**Approval Delivery Type: Not reported**  
**Received Date: 09/20/1989**  
**Tracking Number: Not reported**  
**Revision Number: Not reported**  
**Old Tracking Number: Not reported**  
**Owner: Not reported**  
**Company: Not reported**  
**Start Date: Not reported**  
**End Date: Not reported**  
**Volume: Not reported**  
**Inspector: Not reported**  
**Transporter: Not reported**  
**Disposal Site: Not reported**  
**Approved: Not reported**  
**Approval Letter Date: Not reported**  
**Comments: Reno/Demo Completed**  
**Fiscal Year: Not reported**  
**Demolition Start Date: Not reported**  
**Demolition Start End: Not reported**

B6  
NE  
1/8-1/4  
0.128 mi.  
676 ft.

CLOVIS SERVICE CENTER  
401 S NORRIS ST  
CLOVIS, NM 88101  
Site 4 of 4 in cluster B

UST U003190592  
N/A

Relative:  
Lower  
Actual:  
4233 ft.

UST:  
Facility ID: 27442  
Secondary Address: PO BOX 1568  
Owner ID: 15131  
Owner Name: SOUTHWESTERN PUBLIC SERVICE CO DBA XCEL ENERGY

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**CLOVIS SERVICE CENTER (Continued)**

**U003190592**

Owner Address: PO BOX 1261  
 Owner Address 2: Not reported  
 Owner City,St,Zip: AMARILLO, TX 79170  
 Owner Telephone: 806-378-2195

Tank ID: 23071  
**Tank Status: REMOVED**  
 Tank Type: Underground  
 Tank Capacity: 10000  
 Tank Substance: GASOLINE UNKNOWN TYPE

**C7**  
**East**  
**1/8-1/4**  
**0.129 mi.**  
**681 ft.**

**CURRY (COUNTY OF) ROAD DEPARTMENT**  
**600 S NORRIS**  
**CLOVIS, NM 88101**

**TANKS S110765291**  
**AIRS N/A**

**Site 1 of 4 in cluster C**

**Relative:**  
**Lower**  
**Actual:**  
**4231 ft.**

**TANKS:**

Name: CURRY (COUNTY OF) ROAD DEPARTMENT  
 Address: 600 S NORRIS  
 City,State,Zip: CLOVIS, NM 88101  
 Facility Id: 54419  
 Owner Id Number: 48043  
 Owner Name: CURRY (COUNTY OF)  
 In Use AST: 0  
 In Use UST: 0  
 Temp Out AST: 0  
 Temp Out UST: 0  
 Sold AST: 0  
 Sold UST: 0  
 Removed AST: 1  
 Removed UST: 0  
 No Data AST: 0  
 No Data UST: 0  
 Exempt AST: 0  
 Exempt UST: 0

**AIRS:**

Name: CURRY (COUNTY OF) ROAD DEPARTMENT  
 Address: 600 S NORRIS  
 City,State,Zip: CLOVIS, NM 88101  
 Facility Type: CON-Materials  
 Facility Status: Closed  
 AI Id: 110  
 Facility Class: Synthetic Minor  
 Airs Number: 350090008  
 Latitude Degree: Not reported  
 Longitude Degrees: Not reported  
 Hyperlink: Not reported  
 SIC Code: 1442  
 NAICS Code: Not reported  
 Nitrogen Dioxide-tons per year: Not reported  
 Carbon Monoxide-tons per year: Not reported  
 Volatile Organic Compounds-tons per year: Not reported  
 Particulate Matter 10: Not reported  
 Particulate Matter tsp: Not reported  
 Sulfur Dioxide-tons per year: Not reported

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**C8**  
**East**  
**1/8-1/4**  
**0.129 mi.**  
**681 ft.**

**CURRY (COUNTY OF) ROAD DEPARTMENT**  
**600 S NORRIS**  
**CLOVIS, NM 88101**  
 Site 2 of 4 in cluster C

**AST** **U003965677**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**4231 ft.**

AST:  
 Facility ID: 54419  
 Owner ID: 48043  
 Owner Name: CURRY (COUNTY OF)  
 Owner Addr: 700 NORTH MAIN  
 Owner Addr2: SUITE 10  
 Owner City,St,Zip: CLOVIS, NM 88101  
 Owner Phone: 505-762-1501  
 Tank ID: 36816  
 Tank Status: CURRENTLY IN USE  
 Capacity: 2000  
 Substance: Not reported  
 Tank Type: Aboveground

**9**  
**SE**  
**1/8-1/4**  
**0.130 mi.**  
**688 ft.**

**CLOVIS (CITY OF) - INGRAM LAKE STORM WATER**  
**CLOVIS, NM**

**PFAS ECHO** **1027343435**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**4229 ft.**

PFAS ECHO:  
 Name: CLOVIS (CITY OF) - INGRAM LAKE STORM WATER  
 Address: Not reported  
 City,State,Zip: CLOVIS, NM  
 Latitude: 34.38993  
 Longitude: -103.17858  
 Count: 1  
 County: CURRY  
 Status: Unknown  
 Region: 06  
 Industry: Waste Management  
 ECHO Facility Report: <https://echo.epa.gov/detailed-facility-report?fid=110022731098>  
 Facility Percent Minority: 54.31  
 Facility Derived Tribes: -  
 Facility Population: 847.4  
 EPA Programs: -  
 Federal Facility: No  
 Federal Agency: -  
 Facility FIPS Code: 35009  
 Facility Indian Country Flag: N  
 Facility Collection Method: ADDRESS MATCHING-HOUSE NUMBER  
 Facility Derived HUC: 12050002  
 Facility Derived WBD: 120500020109  
 Facility Derived CD113: 03  
 Facility Derived CB2010: 350090005001023  
 Facility Major Flag: -  
 Facility Active Flag: -  
 Facility Inspection Count: 0  
 Facility Date Last Inspection: -  
 Facility Days Last Inspection: -  
 Facility Informal Count: 0  
 Facility Date Last Informal Action: -  
 Facility Formal Action Count: 0

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**CLOVIS (CITY OF) - INGRAM LAKE STORM WATER (Continued)**

**1027343435**

Facility Date Last Formal Action:	-
Facility Total Penalties:	0
Facility Penalty Count:	-
Facility Date Last Penalty:	-
Facility Last Penalty AMT:	-
Facility QTRS With NC:	-
Facility Programs With SNC:	0
Facility Compliance Status:	-
Facility SNC Flag:	N
AIR Flag:	N
NPDES Flag:	N
SDWIS Flag:	N
RCRA Flag:	N
TRI Flag:	N
GHG Flag:	Y
AIR IDS:	-
CAA Permit Types:	-
CAA NAICS:	-
CAA SICS:	-
NPDES IDS:	-
CWA Permit Types:	-
CWA NAICS:	-
CWA SICS:	-
RCRA IDS:	-
RCRA Permit Types:	-
RCRA NAICS:	-
SDWA IDS:	-
SDWA System Types:	-
SDWA Compliance Status:	-
SDWA SNC Flag:	N
TRI IDS:	-
TRI Releases Transfers:	-
TRI On Site Releases:	-
TRI Off Site Transfers:	-
TRI Reporter:	-
Facility IMP Water Flag:	-
EJSCREEN Flag US:	Y
EJSCREEN Report:	<a href="https://ejscreen.epa.gov/mapper/mobile/EJSCREEN_mobile.aspx?geometry=%7B%22x%22:-103.17858,%22y%22:34.38993,%22spatialReference%22:%7B%22wkid%22:4326%7D%7D&amp;unit=9035&amp;areatype=&amp;areaid=&amp;basemap=streets&amp;distance=1">https://ejscreen.epa.gov/mapper/mobile/EJSCREEN_mobile.aspx?geometry=%7B%22x%22:-103.17858,%22y%22:34.38993,%22spatialReference%22:%7B%22wkid%22:4326%7D%7D&amp;unit=9035&amp;areatype=&amp;areaid=&amp;basemap=streets&amp;distance=1</a>

**D10**  
**ESE**  
**1/8-1/4**  
**0.135 mi.**  
**712 ft.**

**CLOVIS (CITY OF)**  
**801 S NORRIS STREET**  
**CLOVIS, NM 88101**  
**Site 1 of 2 in cluster D**

**AST U003965689**  
**N/A**

**Relative:**  
**Lower**  
**Actual:**  
**4230 ft.**

AST:  
 Facility ID: 54433  
 Owner ID: 15491  
 Owner Name: CLOVIS (CITY OF) PUBLIC WORKS  
 Owner Addr: PO BOX 2089  
 Owner Addr2: Not reported  
 Owner City,St,Zip: CLOVIS, NM 88101  
 Owner Phone: 505-769-2376  
  
 Tank ID: 36814  
 Tank Status: REMOVED

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**CLOVIS (CITY OF) (Continued)**

**U003965689**

Capacity: 10000  
 Substance: Not reported  
 Tank Type: Aboveground

Tank ID: 37229  
 Tank Status: CURRENTLY IN USE  
 Capacity: 10000  
 Substance: DIESEL, EMPTY  
 Tank Type: Aboveground

**D11**  
**ESE**  
**1/8-1/4**  
**0.135 mi.**  
**712 ft.**

**CLOVIS (CITY OF)**  
**801 S NORRIS STREET**  
**CLOVIS, NM 88101**

**TANKS** **S110765299**  
**ASBESTOS** **N/A**

**Site 2 of 2 in cluster D**

**Relative:**  
**Lower**

**TANKS:**

**Actual:**  
**4230 ft.**

Name: CLOVIS (CITY OF)  
 Address: 801 S NORRIS STREET  
 City,State,Zip: CLOVIS, NM 88101  
 Facility Id: 54433  
 Owner Id Number: 15491  
 Owner Name: CLOVIS (CITY OF) PUBLIC WORKS  
 In Use AST: 1  
 In Use UST: 0  
 Temp Out AST: 0  
 Temp Out UST: 0  
 Sold AST: 0  
 Sold UST: 0  
 Removed AST: 1  
 Removed UST: 0  
 No Data AST: 0  
 No Data UST: 0  
 Exempt AST: 0  
 Exempt UST: 0

**ASBESTOS:**

Name: CLOVIS (CITY OF)  
 Address: 801 S NORRIS STREET  
 City,State,Zip: CLOVIS, NM 88101  
 Tracking Number: Not reported  
**Approval Delivery Type: Not reported**  
**Received Date: 03/15/1993**  
**Tracking Number: Not reported**  
**Revision Number: Not reported**  
**Old Tracking Number: Not reported**  
**Owner: Not reported**  
**Company: Not reported**  
**Start Date: Not reported**  
**End Date: Not reported**  
**Volume: Not reported**  
**Inspector: Not reported**  
**Transporter: Not reported**  
**Disposal Site: Not reported**  
**Approved: Not reported**  
**Approval Letter Date: Not reported**

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

CLOVIS (CITY OF) (Continued)

S110765299

**Comments:** Reno/Demo Completed  
**Fiscal Year:** Not reported  
**Demolition Start Date:** Not reported  
**Demolition Start End:** Not reported

**Name:** CLOVIS (CITY OF)  
**Address:** 801 S NORRIS STREET  
**City,State,Zip:** CLOVIS, NM 88101  
**Tracking Number:** Not reported  
**Approval Delivery Type:** Not reported  
**Received Date:** 10/30/1998  
**Tracking Number:** Not reported  
**Revision Number:** Not reported  
**Old Tracking Number:** Not reported  
**Owner:** Not reported  
**Company:** Not reported  
**Start Date:** Not reported  
**End Date:** Not reported  
**Volume:** Not reported  
**Inspector:** Not reported  
**Transporter:** Not reported  
**Disposal Site:** Not reported  
**Approved:** Not reported  
**Approval Letter Date:** Not reported  
**Comments:** Reno/Demo Completed  
**Fiscal Year:** Not reported  
**Demolition Start Date:** Not reported  
**Demolition Start End:** Not reported

**Name:** CLOVIS (CITY OF)  
**Address:** 801 S NORRIS STREET  
**City,State,Zip:** CLOVIS, NM 88101  
**Tracking Number:** Not reported  
**Approval Delivery Type:** Not reported  
**Received Date:** 01/17/2003  
**Tracking Number:** Not reported  
**Revision Number:** Not reported  
**Old Tracking Number:** Not reported  
**Owner:** Not reported  
**Company:** Not reported  
**Start Date:** Not reported  
**End Date:** Not reported  
**Volume:** Not reported  
**Inspector:** Not reported  
**Transporter:** Not reported  
**Disposal Site:** Not reported  
**Approved:** Not reported  
**Approval Letter Date:** Not reported  
**Comments:** Reno/Demo Completed  
**Fiscal Year:** Not reported  
**Demolition Start Date:** Not reported  
**Demolition Start End:** Not reported

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**C12**      **NEW MEXICO (STATE OF) ARMY NATIONAL GUARD 4TH BN**  
**East**      **605 S NORRIS**  
**1/8-1/4**      **CLOVIS, NM 88101**  
**0.136 mi.**  
**720 ft.**      **Site 3 of 4 in cluster C**

**TANKS**      **S111766195**  
                     **N/A**

**Relative:**      **TANKS:**  
**Lower**      Name:                      NEW MEXICO (STATE OF) ARMY NATIONAL GUARD 4TH BN  
                     Address:                  605 S NORRIS  
**Actual:**      City,State,Zip:          CLOVIS, NM 88101  
**4231 ft.**      Facility Id:                7363  
                     Owner Id Number:        45498  
                     Owner Name:              NEW MEXICO (STATE OF) NATIONAL GUARD  
                     In Use AST:               0  
                     In Use UST:               0  
                     Temp Out AST:            0  
                     Temp Out UST:            0  
                     Sold AST:                 0  
                     Sold UST:                 0  
                     Removed AST:            2  
                     Removed UST:            0  
                     No Data AST:             0  
                     No Data UST:             0  
                     Exempt AST:              0  
                     Exempt UST:              0

**C13**      **NEW MEXICO (STATE OF) ARMY NATIONAL GUARD 4TH BN**  
**East**      **605 S NORRIS**  
**1/8-1/4**      **CLOVIS, NM 88101**  
**0.136 mi.**  
**720 ft.**      **Site 4 of 4 in cluster C**

**AST**      **A100280124**  
                     **N/A**

**Relative:**      **AST:**  
**Lower**      Facility ID:                7363  
                     Owner ID:                45498  
**Actual:**      Owner Name:              NEW MEXICO (STATE OF) - NATIONAL GUARD  
**4231 ft.**      Owner Addr:              47 BATAAN BLVD  
                     Owner Addr2:            RM 127  
                     Owner City,St,Zip:      SANTA FE, NM 87508  
                     Owner Phone:            505-474-1202  
  
                     Tank ID:                  36682  
                     Tank Status:             CURRENTLY IN USE  
                     Capacity:                8000  
                     Substance:               Not reported  
                     Tank Type:               Aboveground  
  
                     Tank ID:                  36683  
                     Tank Status:             CURRENTLY IN USE  
                     Capacity:                8000  
                     Substance:               Not reported  
                     Tank Type:               Aboveground



MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**E14**  
**SW**  
**1/8-1/4**  
**0.140 mi.**  
**740 ft.**

**NMDOT CLOVIS PATROL YARD 42 42**  
**1620 EAST BRADY**  
**CLOVIS, NM 88101**

**AST** **A100268370**  
**N/A**

**Site 1 of 3 in cluster E**

**Relative:**  
**Higher**  
**Actual:**  
**4238 ft.**

**AST:**  
Facility ID: 29648  
Owner ID: 14093  
Owner Name: NEW MEXICO (STATE OF) NMSHD DISTRICT II  
Owner Addr: 4405 W 2ND  
Owner Addr2: PO BOX 1457  
Owner City,St,Zip: ROSWELL, NM 88202  
Owner Phone: 505-623-6088

Tank ID: 34045  
Tank Status: CURRENTLY IN USE  
Capacity: 2000  
Substance: DIESEL  
Tank Type: Aboveground

Tank ID: 34046  
Tank Status: CURRENTLY IN USE  
Capacity: 2000  
Substance: GASOLINE UNKNOWN TYPE  
Tank Type: Aboveground

**E15**  
**SW**  
**1/8-1/4**  
**0.140 mi.**  
**740 ft.**

**NMDOT CLOVIS PATROL YARD 42 42**  
**1620 EAST BRADY**  
**CLOVIS, NM 88101**

**UST** **U003190658**  
**N/A**

**Site 2 of 3 in cluster E**

**Relative:**  
**Higher**  
**Actual:**  
**4238 ft.**

**UST:**  
Facility ID: 29648  
Secondary Address: Not reported  
Owner ID: 14093  
Owner Name: NEW MEXICO (STATE OF) NMSHD DISTRICT II  
Owner Address: 4405 W 2ND  
Owner Address 2: PO BOX 1457  
Owner City,St,Zip: ROSWELL, NM 88202  
Owner Telephone: 505-623-6088

Tank ID: 28160  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 1000  
Tank Substance: DIESEL

Tank ID: 28161  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 1000  
Tank Substance: GASOLINE UNKNOWN TYPE

MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Site

Database(s)

EDR ID Number  
 EPA ID Number

**E16**      **NMDOT CLOVIS PATROL YARD 42 42**  
**SW**        **1620 EAST BRADY**  
**1/8-1/4**    **CLOVIS, NM 88101**  
**0.140 mi.**  
**740 ft.**     **Site 3 of 3 in cluster E**

**TANKS**    **S111764888**  
                  **N/A**

**Relative:**      **TANKS:**  
**Higher**        Name:                    NMDOT CLOVIS PATROL YARD 42 42  
                  Address:                1620 EAST BRADY  
**Actual:**        City,State,Zip:        CLOVIS, NM 88101  
**4238 ft.**        Facility Id:              29648  
                  Owner Id Number:      14093  
                  Owner Name:            NEW MEXICO (STATE OF) NMDOT DIST 2  
                  In Use AST:            0  
                  In Use UST:            0  
                  Temp Out AST:        0  
                  Temp Out UST:        0  
                  Sold AST:              0  
                  Sold UST:              0  
                  Removed AST:        2  
                  Removed UST:        2  
                  No Data AST:         0  
                  No Data UST:         0  
                  Exempt AST:           0  
                  Exempt UST:           0

**F17**        **MABRY DR SIXTY SIX**  
**NW**        **1504 MABRY DR**  
**1/8-1/4**    **CLOVIS, NM 88101**  
**0.198 mi.**  
**1043 ft.**    **Site 1 of 2 in cluster F**

**TANKS**    **S111763104**  
                  **N/A**

**Relative:**      **TANKS:**  
**Higher**        Name:                    MABRY DR SIXTY SIX  
                  Address:                1504 MABRY DR  
**Actual:**        City,State,Zip:        CLOVIS, NM 88101  
**4243 ft.**        Facility Id:              1496  
                  Owner Id Number:      351  
                  Owner Name:            CONWAY PROPERTY CO  
                  In Use AST:            0  
                  In Use UST:            0  
                  Temp Out AST:        0  
                  Temp Out UST:        0  
                  Sold AST:              0  
                  Sold UST:              0  
                  Removed AST:        0  
                  Removed UST:        4  
                  No Data AST:         0  
                  No Data UST:         0  
                  Exempt AST:           0  
                  Exempt UST:           0

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**F18**  
**NW**  
**1/8-1/4**  
**0.198 mi.**  
**1043 ft.**

**MABRY DR SIXTY SIX**  
**1504 MABRY DR**  
**CLOVIS, NM 88101**  
  
**Site 2 of 2 in cluster F**

**UST**    **U002223133**  
**N/A**

**Relative:**  
**Higher**  
  
**Actual:**  
**4243 ft.**

UST:  
Facility ID: 1496  
Secondary Address: Not reported  
Owner ID: 351  
Owner Name: CONWAY PROPERTY CO  
Owner Address: 821 EAST FIRST ST  
Owner Address 2: Not reported  
Owner City,St,Zip: CLOVIS, NM 88101  
Owner Telephone: 505-883-8400

Tank ID: 18475  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 6000  
Tank Substance: UNLEADED GASOLINE

Tank ID: 18476  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 4000  
Tank Substance: UNLEADED GASOLINE

Tank ID: 18477  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 4000  
Tank Substance: UNLEADED GASOLINE

Tank ID: 18478  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 550  
Tank Substance: USED OIL

**19**  
**East**  
**1/8-1/4**  
**0.238 mi.**  
**1255 ft.**

**CUMMINS NATURAL GAS ENGINES INC.**  
**409 S NORRIS ST**  
**CLOVIS, NM 88101**

**RCRA-VSQQ**    **1000300220**  
**US AIRS**    **NMD182550475**  
**FINDS**  
**ECHO**

**Relative:**  
**Lower**  
  
**Actual:**  
**4229 ft.**

RCRA Listings:  
Date Form Received by Agency: 20070321  
Handler Name: Cummins Natural Gas Engines Inc.  
Handler Address: 409 S NORRIS ST  
Handler City,State,Zip: CLOVIS, NM 88101  
EPA ID: NMD182550475  
Contact Name: WESLEY H NOACK  
Contact Address: S NORRIS ST  
Contact City,State,Zip: CLOVIS, NM 88101  
Contact Telephone: 505-769-9819  
Contact Fax: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

**1000300220**

Contact Email:	WESLEY.NOACK@CUMMINGS.COM
Contact Title:	Not reported
EPA Region:	06
Land Type:	Private
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	NM
State District:	04
Mailing Address:	S NORRIS ST
Mailing City,State,Zip:	CLOVIS, NM 88101
Owner Name:	James J. And Phyllis A. Strathmann
Owner Type:	Private
Operator Name:	Cummings Natural Gas Engines
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
202 GPRA Corrective Action Baseline:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20070327
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

**1000300220**

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	IGNITABLE WASTE
Waste Code:	D002
Waste Description:	CORROSIVE WASTE
Waste Code:	D008
Waste Description:	LEAD
Waste Code:	D009
Waste Description:	MERCURY
Waste Code:	F002
Waste Description:	THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	CUMMINGS NATURAL GAS ENGINES
Legal Status:	Private
Date Became Current:	19870302
Date Ended Current:	Not reported
Owner/Operator Address:	409 S NORRIS ST
Owner/Operator City,State,Zip:	CLOVIS, NM 88101
Owner/Operator Telephone:	505-769-9819
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	JAMES J. AND PHYLLIS A. STRATHMANN
Legal Status:	Private
Date Became Current:	19870102
Date Ended Current:	Not reported
Owner/Operator Address:	5959 SOUTH STRHAN
Owner/Operator City,State,Zip:	EL PASO, TX 79932
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	CUMMINS ENGINE CO
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	409 SOUTH NORRIS
Owner/Operator City,State,Zip:	CLOVIS, NM 88101

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

**1000300220**

Owner/Operator Telephone: 505-769-2173  
Owner/Operator Telephone Ext: Not reported  
Owner/Operator Fax: Not reported  
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19900117  
Handler Name: CUMMINS GAS ENGINES  
Federal Waste Generator Description: Small Quantity Generator  
State District Owner: NM  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No  
Current Record: No  
Non Storage Recycler Activity: Not reported  
Electronic Manifest Broker: Not reported

Receive Date: 20070321  
Handler Name: CUMMINS NATURAL GAS ENGINES INC.  
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator  
State District Owner: NM  
Large Quantity Handler of Universal Waste: No  
Recognized Trader Importer: No  
Recognized Trader Exporter: No  
Spent Lead Acid Battery Importer: No  
Spent Lead Acid Battery Exporter: No  
Current Record: Yes  
Non Storage Recycler Activity: Not reported  
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 333618  
NAICS Description: OTHER ENGINE EQUIPMENT MANUFACTURING

Has the Facility Received Notices of Violations:

Found Violation: No  
Agency Which Determined Violation: Not reported  
Violation Short Description: Not reported  
Date Violation was Determined: Not reported  
Actual Return to Compliance Date: Not reported  
Return to Compliance Qualifier: Not reported  
Violation Responsible Agency: Not reported  
Scheduled Compliance Date: Not reported  
Enforcement Identifier: Not reported  
Date of Enforcement Action: Not reported  
Enforcement Responsible Agency: Not reported  
Enforcement Docket Number: Not reported  
Enforcement Attorney: Not reported  
Corrective Action Component: Not reported  
Appeal Initiated Date: Not reported  
Appeal Resolution Date: Not reported  
Disposition Status Date: Not reported  
Disposition Status: Not reported  
Disposition Status Description: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

**1000300220**

Consent/Final Order Sequence Number: Not reported  
Consent/Final Order Respondent Name: Not reported  
Consent/Final Order Lead Agency: Not reported  
Enforcement Type: Not reported  
Enforcement Responsible Person: Not reported  
Enforcement Responsible Sub-Organization: Not reported  
SEP Sequence Number: Not reported  
SEP Expenditure Amount: Not reported  
SEP Scheduled Completion Date: Not reported  
SEP Actual Date: Not reported  
SEP Defaulted Date: Not reported  
SEP Type: Not reported  
SEP Type Description: Not reported  
Proposed Amount: Not reported  
Final Monetary Amount: Not reported  
Paid Amount: Not reported  
Final Count: Not reported  
Final Amount: Not reported

Found Violation: No  
Agency Which Determined Violation: Not reported  
Violation Short Description: Not reported  
Date Violation was Determined: Not reported  
Actual Return to Compliance Date: Not reported  
Return to Compliance Qualifier: Not reported  
Violation Responsible Agency: Not reported  
Scheduled Compliance Date: Not reported  
Enforcement Identifier: Not reported  
Date of Enforcement Action: Not reported  
Enforcement Responsible Agency: Not reported  
Enforcement Docket Number: Not reported  
Enforcement Attorney: Not reported  
Corrective Action Component: Not reported  
Appeal Initiated Date: Not reported  
Appeal Resolution Date: Not reported  
Disposition Status Date: Not reported  
Disposition Status: Not reported  
Disposition Status Description: Not reported

Consent/Final Order Sequence Number: Not reported  
Consent/Final Order Respondent Name: Not reported  
Consent/Final Order Lead Agency: Not reported  
Enforcement Type: Not reported  
Enforcement Responsible Person: Not reported  
Enforcement Responsible Sub-Organization: Not reported  
SEP Sequence Number: Not reported  
SEP Expenditure Amount: Not reported  
SEP Scheduled Completion Date: Not reported  
SEP Actual Date: Not reported  
SEP Defaulted Date: Not reported  
SEP Type: Not reported  
SEP Type Description: Not reported  
Proposed Amount: Not reported  
Final Monetary Amount: Not reported  
Paid Amount: Not reported  
Final Count: Not reported  
Final Amount: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

**1000300220**

Evaluation Action Summary:

Evaluation Date: 20010711  
Evaluation Responsible Agency: State  
Found Violation: No  
Evaluation Type Description: COMPLIANCE ASSISTANCE VISIT  
Evaluation Responsible Person Identifier: NMRLT  
Evaluation Responsible Sub-Organization: Not reported  
Actual Return to Compliance Date: Not reported  
Scheduled Compliance Date: Not reported  
Date of Request: Not reported  
Date Response Received: Not reported  
Request Agency: Not reported  
Former Citation: Not reported

Evaluation Date: 19910221  
Evaluation Responsible Agency: State  
Found Violation: No  
Evaluation Type Description: FOCUSED COMPLIANCE INSPECTION  
Evaluation Responsible Person Identifier: NMPAR  
Evaluation Responsible Sub-Organization: Not reported  
Actual Return to Compliance Date: Not reported  
Scheduled Compliance Date: Not reported  
Date of Request: Not reported  
Date Response Received: Not reported  
Request Agency: Not reported  
Former Citation: Not reported

US AIRS (AFS):

Region Code: 06  
County Code: NM009  
Programmatic ID: AIR NM0000003500908045  
Facility Registry ID: 110004273697  
D and B Number: Not reported  
Facility Site Name: CLOVIS PLANT  
Primary SIC Code: 3519  
NAICS Code: 333618  
Default Air Classification Code: SMI  
Facility Type of Ownership Code: POF  
Air CMS Category Code: SMI  
HPV Status: Not reported

US AIRS (AFS):

Region Code: 06  
Programmatic ID: AIR NM0000003500908045  
Facility Registry ID: 110004273697  
Air Operating Status Code: OPR  
Default Air Classification Code: SMI

Air Program: State Implementation Plan for National Primary and Secondary Ambient Air Quality Standards  
Activity Date: 2012-10-16 00:00:00  
Activity Status Date: Not reported  
Activity Group: Compliance Monitoring  
Activity Type: Inspection/Evaluation  
Activity Status: Not reported

Air Program: New Source Review Permit Requirements



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

**1000300220**

Activity Date: 2012-10-16 00:00:00  
Activity Status Date: Not reported  
Activity Group: Compliance Monitoring  
Activity Type: Inspection/Evaluation  
Activity Status: Not reported

**FINDS:**

Registry ID: 110004273697

[Click Here for FRS Facility Detail Report:](#)

**Environmental Interest/Information System:**

AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data are utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V of the Clean Air Act.

**AIR SYNTHETIC MINOR**

New Mexico Tools for Environmental Management and Protection Organizations (NM-TEMPO) is New Mexico's environmental management system.

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ICIS (Integrated Compliance Information System) is the Integrated Compliance Information System and provides a database that, when complete, will contain integrated Enforcement and Compliance information across most of EPA's programs. The vision for ICIS is to replace EPA's independent databases that contain Enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions. This information is maintained in ICIS by EPA in the Regional offices and its Headquarters. A future release of ICIS will replace the Permit Compliance System (PCS) which supports the NPDES and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities occurring in the Region that support Compliance and Enforcement programs. These include; Incident Tracking, Compliance Assistance, and Compliance Monitoring.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

**ECHO:**

Envid: 1000300220  
Registry ID: 110004273697  
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004273697>  
Name: CUMMINS NATURAL GAS ENGINES - CLOVIS PLANT  
Address: 409 S NORRIS ST

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**CUMMINS NATURAL GAS ENGINES INC. (Continued)**

1000300220

City,State,Zip: CLOVIS, NM 88101

20  
NW  
1/8-1/4  
0.242 mi.  
1277 ft.

**BARNETT OIL CO INC**  
**1505 E MABRY**  
**CLOVIS, NM 88101**

**UST U001149638**  
**TANKS N/A**

**Relative:**  
**Higher**  
**Actual:**  
**4243 ft.**

UST:  
Facility ID: 26851  
Secondary Address: Not reported  
Owner ID: 14819  
Owner Name: BARNETT OIL CO INC  
Owner Address: 617 E 1ST ST  
Owner Address 2: PO BOX 1480  
Owner City,St,Zip: CLOVIS, NM 88101  
Owner Telephone: 505-763-3441  
  
Tank ID: 21690  
**Tank Status: CURRENTLY IN USE**  
Tank Type: Underground  
Tank Capacity: 20000  
Tank Substance: UNLEADED GASOLINE  
  
Tank ID: 21691  
**Tank Status: CURRENTLY IN USE**  
Tank Type: Underground  
Tank Capacity: 20000  
Tank Substance: UNLEADED GASOLINE  
  
Tank ID: 21692  
**Tank Status: CURRENTLY IN USE**  
Tank Type: Underground  
Tank Capacity: 20000  
Tank Substance: DIESEL  
  
Tank ID: 21693  
**Tank Status: CURRENTLY IN USE**  
Tank Type: Underground  
Tank Capacity: 20000  
Tank Substance: DIESEL  
  
Tank ID: 21694  
**Tank Status: CURRENTLY IN USE**  
Tank Type: Underground  
Tank Capacity: 10000  
Tank Substance: KEROSENE  
  
Tank ID: 21695  
**Tank Status: CURRENTLY IN USE**  
Tank Type: Underground  
Tank Capacity: 10000  
Tank Substance: DIESEL

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**BARNETT OIL CO INC (Continued)**

**U001149638**

TANKS:

Name: BARNETT OIL CO INC  
Address: 1505 E MABRY  
City,State,Zip: CLOVIS, NM 88101  
Facility Id: 26851  
Owner Id Number: 14819  
Owner Name: BURNETT OIL CO INC  
In Use AST: 0  
In Use UST: 0  
Temp Out AST: 0  
Temp Out UST: 0  
Sold AST: 0  
Sold UST: 0  
Removed AST: 0  
Removed UST: 6  
No Data AST: 0  
No Data UST: 0  
Exempt AST: 0  
Exempt UST: 0

**G21**  
**NNE**  
**1/8-1/4**  
**0.248 mi.**  
**1310 ft.**

**CLOVIS CONCRETE CO**  
**100 NORRIS**  
**CLOVIS, NM 88101**

**Site 1 of 3 in cluster G**

**TANKS S111764600**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**4236 ft.**

TANKS:

Name: CLOVIS CONCRETE CO  
Address: 100 NORRIS  
City,State,Zip: CLOVIS, NM 88101  
Facility Id: 29069  
Owner Id Number: 15959  
Owner Name: CLOVIS CONCRETE  
In Use AST: 0  
In Use UST: 0  
Temp Out AST: 0  
Temp Out UST: 0  
Sold AST: 0  
Sold UST: 0  
Removed AST: 1  
Removed UST: 1  
No Data AST: 0  
No Data UST: 0  
Exempt AST: 0  
Exempt UST: 0

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**G22**  
**NNE**  
**1/8-1/4**  
**0.248 mi.**  
**1310 ft.**

**CLOVIS CONCRETE CO**  
**100 NORRIS**  
**CLOVIS, NM 88101**  
  
**Site 2 of 3 in cluster G**

**UST** **U003190647**  
**AST** **N/A**

**Relative:**  
**Higher**  
  
**Actual:**  
**4236 ft.**

**UST:**  
Facility ID: 29069  
Secondary Address: Not reported  
Owner ID: 15959  
Owner Name: CLOVIS CONCRETE  
Owner Address: PO BOX 1231  
Owner Address 2: Not reported  
Owner City,St,Zip: CLOVIS, NM 88101  
Owner Telephone: 505-763-7957  
  
Tank ID: 26826  
**Tank Status: REMOVED**  
Tank Type: Underground  
Tank Capacity: 30000  
Tank Substance: DIESEL

**AST:**  
Facility ID: 29069  
Owner ID: 15959  
Owner Name: CLOVIS CONCRETE  
Owner Addr: PO BOX 1231  
Owner Addr2: Not reported  
Owner City,St,Zip: CLOVIS, NM 88101  
Owner Phone: 505-763-7957  
  
Tank ID: 35448  
Tank Status: CURRENTLY IN USE  
Capacity: 6000  
Substance: Not reported  
Tank Type: Aboveground

**G23**  
**NNE**  
**1/8-1/4**  
**0.248 mi.**  
**1310 ft.**

**STEELE RANCH**  
**100 NORRIS ST.**  
**CLOVIS, NM 88101**  
  
**Site 3 of 3 in cluster G**

**US MINES** **1027476362**  
**N/A**

**Relative:**  
**Higher**  
  
**Actual:**  
**4236 ft.**

**MINES VIOLATIONS:**  
Name: STEELE RANCH  
Address: 100 NORRIS ST.  
City,State,Zip: CLOVIS, NM 88101  
Facility ID: Not reported  
  
**MINES VIOLATIONS:**  
Violation Number: 9510938  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 4/29/2020  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: Y  
Term Date: 4/29/2020  
Title 30 Code of Federal Regulations: 56.14112(b)  
Proposed Penalty: 135.00

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

Assessment Amount: 135.00  
Paid Penalty Amount: 135.00  
Assessment Case Status: Not reported  
Assessment Status: Proposed  
Year: 2020  
Address Type: MineLocation  
PO Box: Not reported  
Address: 100 NORRIS ST.  
City: CLOVIS  
State: NM  
Operator: AG Sand and Gravel LLC  
Zip: 88101  
Mine Controller Name: Josh Zane Ashley  
Name: STEELE RANCH  
Ownership Date: 5/15/2019  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 9510939  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 4/29/2020  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N  
Term Date: 5/4/2020  
Title 30 Code of Federal Regulations: 56.4201(a)(2)  
Proposed Penalty: 123.00  
Assessment Amount: 123.00  
Paid Penalty Amount: 123.00  
Assessment Case Status: Not reported  
Assessment Status: Proposed  
Year: 2020  
Address Type: MineLocation  
PO Box: Not reported  
Address: 100 NORRIS ST.  
City: CLOVIS  
State: NM  
Operator: AG Sand and Gravel LLC  
Zip: 88101  
Mine Controller Name: Josh Zane Ashley  
Name: STEELE RANCH  
Ownership Date: 5/15/2019  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 9510940  
Mine ID: 2902458  
Contractor ID: Not reported

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

Date Issued: 5/4/2020  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N  
Term Date: 5/4/2020  
Title 30 Code of Federal Regulations: 50.30(a)  
Proposed Penalty: 123.00  
Assessment Amount: 123.00  
Paid Penalty Amount: 123.00  
Assessment Case Status: Not reported  
Assessment Status: Proposed  
Year: 2020  
Address Type: MineLocation  
PO Box: Not reported  
Address: 100 NORRIS ST.  
City: CLOVIS  
State: NM  
Operator: AG Sand and Gravel LLC  
Zip: 88101  
Mine Controller Name: Josh Zane Ashley  
Name: STEELE RANCH  
Ownership Date: 5/15/2019  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 8972774  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 12/5/2017  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N  
Term Date: 12/11/2017  
Title 30 Code of Federal Regulations: 56.12018  
Proposed Penalty: 116.00  
Assessment Amount: 116.00  
Paid Penalty Amount: 116.00  
Assessment Case Status: Closed  
Assessment Status: Proposed  
Year: 2017  
Address Type: MineLocation  
PO Box: Not reported  
Address: MILE MARKER 2.1 ON US 84  
City: FORT SUMNER  
State: NM  
Operator: Broken Rock Products, LLC.  
Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

Mine Type:	Surface
State 2:	NM
County:	DE BACA
Violation Number:	8972775
Mine ID:	2902458
Contractor ID:	Not reported
Date Issued:	12/5/2017
Action Type:	104(a)
Type of Issue:	Citation
S and S:	N
Term Date:	12/11/2017
Title 30 Code of Federal Regulations:	47.41(a)
Proposed Penalty:	116.00
Assessment Amount:	116.00
Paid Penalty Amount:	116.00
Assessment Case Status:	Closed
Assessment Status:	Proposed
Year:	2017
Address Type:	MineLocation
PO Box:	Not reported
Address:	MILE MARKER 2.1 ON US 84
City:	FORT SUMNER
State:	NM
Operator:	Broken Rock Products, LLC.
Zip:	88101
Mine Controller Name:	David Griego; Antonio Griego
Name:	STEELE RANCH
Ownership Date:	10/12/2016
Mine Status:	Intermittent
Status Date:	10/12/2016
Primary Site Description:	Construction Sand and Gravel
Mine Type:	Surface
State 2:	NM
County:	DE BACA
Violation Number:	8971553
Mine ID:	2902458
Contractor ID:	Not reported
Date Issued:	6/27/2017
Action Type:	104(a)
Type of Issue:	Citation
S and S:	Y
Term Date:	6/28/2017
Title 30 Code of Federal Regulations:	56.14107(a)
Proposed Penalty:	420.00
Assessment Amount:	420.00
Paid Penalty Amount:	420.00
Assessment Case Status:	Closed
Assessment Status:	Proposed
Year:	2017
Address Type:	MineLocation
PO Box:	Not reported
Address:	MILE MARKER 2.1 ON US 84
City:	FORT SUMNER
State:	NM
Operator:	Broken Rock Products, LLC.

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 8971554  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 6/27/2017  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N  
Term Date: 6/28/2017  
Title 30 Code of Federal Regulations: 56.14107(a)  
Proposed Penalty: 116.00  
Assessment Amount: 116.00  
Paid Penalty Amount: 116.00  
Assessment Case Status: Closed  
Assessment Status: Proposed  
Year: 2017  
Address Type: MineLocation  
PO Box: Not reported  
Address: MILE MARKER 2.1 ON US 84  
City: FORT SUMNER  
State: NM  
Operator: Broken Rock Products, LLC.  
Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 8971555  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 6/27/2017  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N  
Term Date: 6/28/2017  
Title 30 Code of Federal Regulations: 56.14107(a)  
Proposed Penalty: 116.00  
Assessment Amount: 116.00  
Paid Penalty Amount: 116.00  
Assessment Case Status: Closed  
Assessment Status: Proposed



Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

Year: 2017  
Address Type: MineLocation  
PO Box: Not reported  
Address: MILE MARKER 2.1 ON US 84  
City: FORT SUMNER  
State: NM  
Operator: Broken Rock Products, LLC.  
Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 8971556  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 6/27/2017  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N  
Term Date: 6/28/2017  
Title 30 Code of Federal Regulations: 56.14101(a)(2)  
Proposed Penalty: 116.00  
Assessment Amount: 116.00  
Paid Penalty Amount: 116.00  
Assessment Case Status: Closed  
Assessment Status: Proposed

Year: 2017  
Address Type: MineLocation  
PO Box: Not reported  
Address: MILE MARKER 2.1 ON US 84  
City: FORT SUMNER  
State: NM  
Operator: Broken Rock Products, LLC.  
Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 8971557  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 6/27/2017  
Action Type: 104(a)  
Type of Issue: Citation  
S and S: N

Map ID  
Direction  
Distance  
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

Term Date: 7/24/2017  
Title 30 Code of Federal Regulations: 56.14101(a)(2)  
Proposed Penalty: 116.00  
Assessment Amount: 116.00  
Paid Penalty Amount: 116.00  
Assessment Case Status: Closed  
Assessment Status: Proposed  
Year: 2017  
Address Type: MineLocation  
PO Box: Not reported  
Address: MILE MARKER 2.1 ON US 84  
City: FORT SUMNER  
State: NM  
Operator: Broken Rock Products, LLC.  
Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Violation Number: 8971559  
Mine ID: 2902458  
Contractor ID: Not reported  
Date Issued: 6/28/2017  
Action Type: 104(g)(1)  
Type of Issue: Order  
S and S: N  
Term Date: 7/17/2017  
Title 30 Code of Federal Regulations: 46.6(a)  
Proposed Penalty: 500.00  
Assessment Amount: 500.00  
Paid Penalty Amount: 500.00  
Assessment Case Status: Closed  
Assessment Status: Proposed  
Year: 2017  
Address Type: MineLocation  
PO Box: Not reported  
Address: MILE MARKER 2.1 ON US 84  
City: FORT SUMNER  
State: NM  
Operator: Broken Rock Products, LLC.  
Zip: 88101  
Mine Controller Name: David Griego; Antonio Griego  
Name: STEELE RANCH  
Ownership Date: 10/12/2016  
Mine Status: Intermittent  
Status Date: 10/12/2016  
Primary Site Description: Construction Sand and Gravel  
Mine Type: Surface  
State 2: NM  
County: DE BACA

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**STEELE RANCH (Continued)**

**1027476362**

[Click this hyperlink](#) while viewing on your computer to access  
 8 additional US\_MINES\_VIOLATIONS: record(s) in the EDR Site Report.

**24  
 NW  
 1/4-1/2  
 0.314 mi.  
 1656 ft.**

**PERRY MANAGEMEN T CORPORATION RECYCLING FACILITY  
 1401 MABRY DRIVE  
 CLOVIS, NM 88101**

**SWRCY S110475045  
 N/A**

**Relative:  
 Higher**

SWRCY:  
 Name: PERRY MANAGEMEN T CORPORATION RECYCLING FACILITY  
 Address: 1401 MABRY DRIVE  
 City,State,Zip: CLOVIS, NM 88101  
 Facility Status: Open  
 Facility Telephone: 575-763-9121  
 Facility Contact: Robert L. LeClear  
 Facility Type: Recycling Facility - registered  
 Mailing Address: 1401 Mabry Drive  
 Mailing City: Clovis  
 Mailing State: NM  
 Mailing Zip: 88101

**Actual:  
 4246 ft.**

**25  
 WNW  
 1/2-1  
 0.797 mi.  
 4208 ft.**

**CAMP WC REID ENG TRG BAT  
 CLOVIS, NM**

**FUDS 1024904299  
 N/A**

**Relative:  
 Higher**

FUDS:  
 EPA Region: 06  
 Installation ID: NM69799F614200  
 Congressional District Number: 3  
 Name: CAMP WC REID ENG TRG BAT  
 FUDS Number: K06NM0337  
 City: CLOVIS  
 State: NM  
 County: CURRY  
 Object ID: 23  
 USACE Division: SPD  
 USACE District: Los Angeles District (SPL)  
 Status: Properties without projects  
 Current Owner: PRIV: PRIVATE PRIVATE, INDUSTRIAL PARK  
 EMS Map Link: <https://fudsportal.usace.army.mil/ems/inventory/map?id=54450>  
 Eligibility: Eligible  
 Has Projects: No  
 NPL Status: Not reported  
 Project Required: No  
 Feature Description: In 1943, the War Department (WD), predecessor agency to the Department of Defense, established a training center in Clovis, NM. The WD acquired 116.33 acres of land from Atchison, Topeka and Santa Fe (ATSF) railroad company through lease agreement in May 1942. Documents of record list the following improvements: 73 buildings, installation of 8" water line and 18" sewer line. In August 1944, the site was determined surplus. Cancellation of lease agreements on 26 November 1945 returned site to ATSF. The majority of the area is now used as

**Actual:  
 4255 ft.**

Map ID  
 Direction  
 Distance  
 Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number  
 EPA ID Number

**CAMP WC REID ENG TRG BAT (Continued)**

**1024904299**

grazing land and a portion of the area is leased to the Owen Mills Company. The portion of land leased to Owen Mills contains large grain silos and a parking lot. The water and sewer lines installed by the WD are thought to have been abandoned in-place by the City of Clovis and ATSF. There are no buildings constructed by the WD remaining on the site. It is not known what happened to the other improvements listed in the documents of record.

Latitude: 34.39805556  
 Longitude: -103.19694444

**26**  
**NE**  
**1/2-1**  
**0.946 mi.**  
**4997 ft.**

**MELUGIN SPILL**  
**EAST 7TH STREET AND SCHEPPS BLVD**  
**CLOVIS, NM**

**SCS S117333469**  
**N/A**

**Relative:**  
**Higher**  
**Actual:**  
**4240 ft.**

SCS:  
 Name: MELUGIN SPILL  
 Address: EAST 7TH STREET AND SCHEPPS BLVD  
 City,State,Zip: CLOVIS, NM  
 Latitude: 34.404903  
 Longitude: -103.168397  
 Size(Acres): Not reported  
 Contaminate Of Concern: Not reported  
 Depth To Water(Ft): Not reported  
 Flow Direction: Not reported  
 Media Impacted: Not reported  
 Regulatory Status: Not reported  
 Event: Discovery of leaking drums, possible pesticides  
 Discharge Date: unknown  
 Actions Taken: soil excavation  
 GWWB Status: closed  
 Closed Date: 7/17/1995

Count: 4 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
CLOVIS	1000893501	CLOVIS MUNICIPAL WELLS	E. BRADY AVE., NEAR NORRIS ST.	88101	SEMS-ARCHIVE
CLOVIS	S126112669	SAVAGE TRUCKING	SW CORNER OF INTERSECTION OF S		SCS
CLOVIS	1003875906	BATTERY SHOP	421 N MITCHALL (SW CRN OF MITC	88101	SEMS-ARCHIVE
CLOVIS	S108954205	KOCH PIPELINE/ CLOVIS	1/2-MI. S OF W. BRADY AND S. T		SCS

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## **STANDARD ENVIRONMENTAL RECORDS**

### ***Lists of Federal NPL (Superfund) sites***

#### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 01/25/2023	Source: EPA
Date Data Arrived at EDR: 02/03/2023	Telephone: N/A
Date Made Active in Reports: 02/28/2023	Last EDR Contact: 04/03/2023
Number of Days to Update: 25	Next Scheduled EDR Contact: 07/10/2023
	Data Release Frequency: Quarterly

#### **NPL Site Boundaries**

##### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 01/25/2023	Source: EPA
Date Data Arrived at EDR: 02/02/2023	Telephone: N/A
Date Made Active in Reports: 02/28/2023	Last EDR Contact: 04/03/2023
Number of Days to Update: 26	Next Scheduled EDR Contact: 07/10/2023
	Data Release Frequency: Quarterly

#### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991  
Date Data Arrived at EDR: 02/02/1994  
Date Made Active in Reports: 03/30/1994  
Number of Days to Update: 56

Source: EPA  
Telephone: 202-564-4267  
Last EDR Contact: 08/15/2011  
Next Scheduled EDR Contact: 11/28/2011  
Data Release Frequency: No Update Planned

## ***Lists of Federal Delisted NPL sites***

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 01/25/2023  
Date Data Arrived at EDR: 02/02/2023  
Date Made Active in Reports: 02/28/2023  
Number of Days to Update: 26

Source: EPA  
Telephone: N/A  
Last EDR Contact: 04/03/2023  
Next Scheduled EDR Contact: 07/10/2023  
Data Release Frequency: Quarterly

## ***Lists of Federal sites subject to CERCLA removals and CERCLA orders***

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 12/20/2022  
Date Data Arrived at EDR: 12/21/2022  
Date Made Active in Reports: 03/10/2023  
Number of Days to Update: 79

Source: Environmental Protection Agency  
Telephone: 703-603-8704  
Last EDR Contact: 03/28/2023  
Next Scheduled EDR Contact: 07/10/2023  
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 01/25/2023  
Date Data Arrived at EDR: 02/02/2023  
Date Made Active in Reports: 02/28/2023  
Number of Days to Update: 26

Source: EPA  
Telephone: 800-424-9346  
Last EDR Contact: 04/03/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Quarterly

## ***Lists of Federal CERCLA sites with NFRAP***

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 01/25/2023	Source: EPA
Date Data Arrived at EDR: 02/02/2023	Telephone: 800-424-9346
Date Made Active in Reports: 02/28/2023	Last EDR Contact: 04/03/2023
Number of Days to Update: 26	Next Scheduled EDR Contact: 04/24/2023
	Data Release Frequency: Quarterly

## ***Lists of Federal RCRA facilities undergoing Corrective Action***

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/06/2023	Source: EPA
Date Data Arrived at EDR: 03/09/2023	Telephone: 800-424-9346
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

## ***Lists of Federal RCRA TSD facilities***

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/06/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2023	Telephone: 214-665-6444
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

## ***Lists of Federal RCRA generators***

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/06/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2023	Telephone: 214-665-6444
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/06/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2023	Telephone: 214-665-6444
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

## RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/06/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2023	Telephone: 214-665-6444
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

## ***Federal institutional controls / engineering controls registries***

### LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 11/02/2022	Source: Department of the Navy
Date Data Arrived at EDR: 11/08/2022	Telephone: 843-820-7326
Date Made Active in Reports: 01/10/2023	Last EDR Contact: 02/03/2023
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/22/2023
	Data Release Frequency: Varies

### US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 10/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/16/2022	Telephone: 703-603-0695
Date Made Active in Reports: 02/09/2023	Last EDR Contact: 02/21/2023
Number of Days to Update: 85	Next Scheduled EDR Contact: 06/05/2023
	Data Release Frequency: Varies

### US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 10/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/16/2022	Telephone: 703-603-0695
Date Made Active in Reports: 02/09/2023	Last EDR Contact: 02/21/2023
Number of Days to Update: 85	Next Scheduled EDR Contact: 06/05/2023
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ***Federal ERNS list***

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/12/2022	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 12/14/2022	Telephone: 202-267-2180
Date Made Active in Reports: 12/19/2022	Last EDR Contact: 03/21/2023
Number of Days to Update: 5	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

## ***Lists of state- and tribal hazardous waste facilities***

SCS: State Cleanup Sites Listing

State cleanup sites that fall under the state's Water Quality Control Commission Regulations.

Date of Government Version: 01/12/2023	Source: Environment Department
Date Data Arrived at EDR: 01/13/2023	Telephone: 505-827-2855
Date Made Active in Reports: 03/30/2023	Last EDR Contact: 01/13/2023
Number of Days to Update: 76	Next Scheduled EDR Contact: 04/24/2023
	Data Release Frequency: Varies

SHWS: This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: N/A	Source: Department of the Environment
Date Data Arrived at EDR: N/A	Telephone: 505-827-2918
Date Made Active in Reports: N/A	Last EDR Contact: 03/20/2023
Number of Days to Update: N/A	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: N/A

## ***Lists of state and tribal landfills and solid waste disposal facilities***

SWF/LF: Solid Waste Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 09/27/2022	Source: New Mexico Environment Department
Date Data Arrived at EDR: 10/31/2022	Telephone: 505-827-0347
Date Made Active in Reports: 02/02/2023	Last EDR Contact: 02/03/2023
Number of Days to Update: 94	Next Scheduled EDR Contact: 05/15/2023
	Data Release Frequency: Annually

## ***Lists of state and tribal leaking storage tanks***

LUST: Leaking Underground Storage Tank Priorization Database

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 08/01/2006	Source: New Mexico Environment Department
Date Data Arrived at EDR: 10/06/2006	Telephone: 505-476-4397
Date Made Active in Reports: 11/08/2006	Last EDR Contact: 12/13/2022
Number of Days to Update: 33	Next Scheduled EDR Contact: 04/03/2023
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LAST: Leaking Aboveground Storage Tank Sites

A listing of leaking aboveground storage tank sites.

Date of Government Version: 05/01/2006  
Date Data Arrived at EDR: 05/01/2006  
Date Made Active in Reports: 06/05/2006  
Number of Days to Update: 35

Source: Environment Department  
Telephone: 505-476-4397  
Last EDR Contact: 03/20/2023  
Next Scheduled EDR Contact: 07/03/2023  
Data Release Frequency: No Update Planned

## INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land

A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/19/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 1  
Telephone: 617-918-1313  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 11/23/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 8  
Telephone: 303-312-6271  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 11/26/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 4  
Telephone: 404-562-8677  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/14/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 11/23/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: Environmental Protection Agency  
Telephone: 415-972-3372  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/14/2022	Source: EPA, Region 5
Date Data Arrived at EDR: 12/06/2022	Telephone: 312-886-7439
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 01/17/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 05/01/2023
	Data Release Frequency: Varies

## INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 11/23/2022	Source: EPA Region 6
Date Data Arrived at EDR: 12/06/2022	Telephone: 214-665-6597
Date Made Active in Reports: 03/03/2023	Last EDR Contact: 01/17/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 05/01/2023
	Data Release Frequency: Varies

## LTANKS: Leaking Storage Tank Listing

A listing of leaking storage tank site locations.

Date of Government Version: 08/31/2022	Source: Environment Department
Date Data Arrived at EDR: 09/12/2022	Telephone: 505-476-4390
Date Made Active in Reports: 09/14/2022	Last EDR Contact: 03/30/2023
Number of Days to Update: 2	Next Scheduled EDR Contact: 07/10/2023
	Data Release Frequency: Annually

### ***Lists of state and tribal registered storage tanks***

## FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021	Source: FEMA
Date Data Arrived at EDR: 11/05/2021	Telephone: 202-646-5797
Date Made Active in Reports: 02/01/2022	Last EDR Contact: 03/29/2023
Number of Days to Update: 88	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

## UST: Listing of Underground Storage Tanks

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 08/01/2006	Source: New Mexico Environment Department
Date Data Arrived at EDR: 09/27/2006	Telephone: 505-476-4397
Date Made Active in Reports: 10/23/2006	Last EDR Contact: 02/15/2023
Number of Days to Update: 26	Next Scheduled EDR Contact: 06/05/2023
	Data Release Frequency: No Update Planned

## AST: Aboveground Storage Tanks List

Aboveground tanks that have been inspected by the State Fire Marshal.

Date of Government Version: 08/01/2006	Source: Environment Department
Date Data Arrived at EDR: 09/27/2006	Telephone: 505-476-4397
Date Made Active in Reports: 10/20/2006	Last EDR Contact: 02/15/2023
Number of Days to Update: 23	Next Scheduled EDR Contact: 06/05/2023
	Data Release Frequency: No Update Planned

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/19/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA, Region 1  
Telephone: 617-918-1313  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 10/14/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 7  
Telephone: 913-551-7003  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 11/23/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 8  
Telephone: 303-312-6137  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 11/23/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 6  
Telephone: 214-665-7591  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 11/23/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 4  
Telephone: 404-562-9424  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 10/14/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 5  
Telephone: 312-886-6136  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/23/2022  
Date Data Arrived at EDR: 12/06/2022  
Date Made Active in Reports: 03/03/2023  
Number of Days to Update: 87

Source: EPA Region 9  
Telephone: 415-972-3368  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2022  
Date Data Arrived at EDR: 06/13/2022  
Date Made Active in Reports: 08/16/2022  
Number of Days to Update: 64

Source: EPA Region 10  
Telephone: 206-553-2857  
Last EDR Contact: 01/17/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Varies

## TANKS: Storage Tank Facility Listing

A listing of aboveground and underground storage tank site locations.

Date of Government Version: 09/01/2022  
Date Data Arrived at EDR: 11/22/2022  
Date Made Active in Reports: 02/13/2023  
Number of Days to Update: 83

Source: Environment Department  
Telephone: 505-476-4390  
Last EDR Contact: 02/24/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Semi-Annually

## ***State and tribal institutional control / engineering control registries***

### INST CONTROL: Sites with Institutional Controls

Sites included in the Voluntary Cleanup listing that have Institutional Controls in place.

Date of Government Version: 12/15/2022  
Date Data Arrived at EDR: 01/10/2023  
Date Made Active in Reports: 03/27/2023  
Number of Days to Update: 76

Source: Environment Department  
Telephone: 505-827-2754  
Last EDR Contact: 01/10/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Semi-Annually

## ***Lists of state and tribal voluntary cleanup sites***

### VCP: Voluntary Remediation Program Sites

Sites involved in the Voluntary Remediation Program.

Date of Government Version: 12/15/2022  
Date Data Arrived at EDR: 01/10/2023  
Date Made Active in Reports: 03/27/2023  
Number of Days to Update: 76

Source: Environment Department  
Telephone: 505-827-2754  
Last EDR Contact: 01/10/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Semi-Annually

### INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008  
Date Data Arrived at EDR: 04/22/2008  
Date Made Active in Reports: 05/19/2008  
Number of Days to Update: 27

Source: EPA, Region 7  
Telephone: 913-551-7365  
Last EDR Contact: 07/08/2021  
Next Scheduled EDR Contact: 07/20/2009  
Data Release Frequency: Varies

### INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/27/2015  
Date Data Arrived at EDR: 09/29/2015  
Date Made Active in Reports: 02/18/2016  
Number of Days to Update: 142

Source: EPA, Region 1  
Telephone: 617-918-1102  
Last EDR Contact: 03/17/2023  
Next Scheduled EDR Contact: 07/03/2023  
Data Release Frequency: Varies

## ***Lists of state and tribal brownfield sites***

### **BROWNFIELDS: Brownfields Site Listing**

A listing of targeted brownfields assessment.

Date of Government Version: 05/01/2022  
Date Data Arrived at EDR: 05/04/2022  
Date Made Active in Reports: 07/26/2022  
Number of Days to Update: 83

Source: New Mexico Environment  
Telephone: 505-827-0171  
Last EDR Contact: 05/04/2022  
Next Scheduled EDR Contact: 05/15/2023  
Data Release Frequency: Varies

## **ADDITIONAL ENVIRONMENTAL RECORDS**

### ***Local Brownfield lists***

#### **US BROWNFIELDS: A Listing of Brownfields Sites**

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022  
Date Data Arrived at EDR: 03/10/2022  
Date Made Active in Reports: 03/10/2022  
Number of Days to Update: 0

Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 04/04/2023  
Next Scheduled EDR Contact: 06/26/2023  
Data Release Frequency: Semi-Annually

### ***Local Lists of Landfill / Solid Waste Disposal Sites***

#### **SWRCY: Recycling Facility Listing**

A listing of recycling facility locations.

Date of Government Version: 09/21/2022  
Date Data Arrived at EDR: 10/31/2022  
Date Made Active in Reports: 01/19/2023  
Number of Days to Update: 80

Source: Environment Department  
Telephone: 505-827-0197  
Last EDR Contact: 02/03/2023  
Next Scheduled EDR Contact: 05/15/2023  
Data Release Frequency: Annually

#### **INDIAN ODI: Report on the Status of Open Dumps on Indian Lands**

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998  
Date Data Arrived at EDR: 12/03/2007  
Date Made Active in Reports: 01/24/2008  
Number of Days to Update: 52

Source: Environmental Protection Agency  
Telephone: 703-308-8245  
Last EDR Contact: 01/20/2023  
Next Scheduled EDR Contact: 05/08/2023  
Data Release Frequency: Varies

#### **DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations**

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/12/2009  
Date Data Arrived at EDR: 05/07/2009  
Date Made Active in Reports: 09/21/2009  
Number of Days to Update: 137

Source: EPA, Region 9  
Telephone: 415-947-4219  
Last EDR Contact: 01/13/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: No Update Planned

## ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985  
Date Data Arrived at EDR: 08/09/2004  
Date Made Active in Reports: 09/17/2004  
Number of Days to Update: 39

Source: Environmental Protection Agency  
Telephone: 800-424-9346  
Last EDR Contact: 06/09/2004  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

## IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014  
Date Data Arrived at EDR: 08/06/2014  
Date Made Active in Reports: 01/29/2015  
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service  
Telephone: 301-443-1452  
Last EDR Contact: 01/27/2023  
Next Scheduled EDR Contact: 05/08/2023  
Data Release Frequency: Varies

## **Local Lists of Hazardous waste / Contaminated Sites**

### US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 01/06/2023  
Date Data Arrived at EDR: 02/02/2023  
Date Made Active in Reports: 02/10/2023  
Number of Days to Update: 8

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 02/02/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: No Update Planned

### CDL: Clandestine Drug Laboratory Listing

A listing of clandestine drug labs, such as illegal methamphetamine labs.

Date of Government Version: 05/17/2018  
Date Data Arrived at EDR: 07/18/2018  
Date Made Active in Reports: 08/14/2018  
Number of Days to Update: 27

Source: Environment Department  
Telephone: 505-476-6000  
Last EDR Contact: 01/09/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Varies

### US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 01/06/2023  
Date Data Arrived at EDR: 02/02/2023  
Date Made Active in Reports: 02/10/2023  
Number of Days to Update: 8

Source: Drug Enforcement Administration  
Telephone: 202-307-1000  
Last EDR Contact: 02/02/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Quarterly

## **Local Land Records**



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 01/25/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/02/2023	Telephone: 202-564-6023
Date Made Active in Reports: 02/28/2023	Last EDR Contact: 04/03/2023
Number of Days to Update: 26	Next Scheduled EDR Contact: 07/10/2023
	Data Release Frequency: Semi-Annually

## Records of Emergency Release Reports

### HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/13/2022	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 12/14/2022	Telephone: 202-366-4555
Date Made Active in Reports: 03/10/2023	Last EDR Contact: 03/21/2023
Number of Days to Update: 86	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

### SPILLS: Spill Data

Hazardous materials spills data.

Date of Government Version: 09/30/2022	Source: Environment Department
Date Data Arrived at EDR: 11/10/2022	Telephone: 505-827-0166
Date Made Active in Reports: 02/01/2023	Last EDR Contact: 03/02/2023
Number of Days to Update: 83	Next Scheduled EDR Contact: 05/08/2023
	Data Release Frequency: Semi-Annually

## Other Ascertainable Records

### RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/06/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2023	Telephone: 214-665-6444
Date Made Active in Reports: 03/20/2023	Last EDR Contact: 03/09/2023
Number of Days to Update: 11	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: Quarterly

### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 11/01/2022	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 11/10/2022	Telephone: 202-528-4285
Date Made Active in Reports: 02/09/2023	Last EDR Contact: 02/14/2023
Number of Days to Update: 91	Next Scheduled EDR Contact: 05/29/2023
	Data Release Frequency: Varies

### DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/07/2021  
Date Data Arrived at EDR: 07/13/2021  
Date Made Active in Reports: 03/09/2022  
Number of Days to Update: 239

Source: USGS  
Telephone: 888-275-8747  
Last EDR Contact: 01/13/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Varies

## FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018  
Date Data Arrived at EDR: 04/11/2018  
Date Made Active in Reports: 11/06/2019  
Number of Days to Update: 574

Source: U.S. Geological Survey  
Telephone: 888-275-8747  
Last EDR Contact: 04/03/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: N/A

## SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 07/30/2021  
Date Data Arrived at EDR: 02/03/2023  
Date Made Active in Reports: 02/10/2023  
Number of Days to Update: 7

Source: Environmental Protection Agency  
Telephone: 615-532-8599  
Last EDR Contact: 02/02/2023  
Next Scheduled EDR Contact: 05/22/2023  
Data Release Frequency: Varies

## US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 12/13/2022  
Date Data Arrived at EDR: 12/14/2022  
Date Made Active in Reports: 03/10/2023  
Number of Days to Update: 86

Source: Environmental Protection Agency  
Telephone: 202-566-1917  
Last EDR Contact: 03/21/2023  
Next Scheduled EDR Contact: 07/03/2023  
Data Release Frequency: Quarterly

## EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013  
Date Data Arrived at EDR: 03/21/2014  
Date Made Active in Reports: 06/17/2014  
Number of Days to Update: 88

Source: Environmental Protection Agency  
Telephone: 617-520-3000  
Last EDR Contact: 01/30/2023  
Next Scheduled EDR Contact: 05/15/2023  
Data Release Frequency: Quarterly

## 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/30/2017  
Date Data Arrived at EDR: 05/08/2018  
Date Made Active in Reports: 07/20/2018  
Number of Days to Update: 73

Source: Environmental Protection Agency  
Telephone: 703-308-4044  
Last EDR Contact: 02/03/2023  
Next Scheduled EDR Contact: 05/15/2023  
Data Release Frequency: Varies

## TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2020  
Date Data Arrived at EDR: 06/14/2022  
Date Made Active in Reports: 03/24/2023  
Number of Days to Update: 283

Source: EPA  
Telephone: 202-260-5521  
Last EDR Contact: 03/13/2023  
Next Scheduled EDR Contact: 06/26/2023  
Data Release Frequency: Every 4 Years

## TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 11/01/2022  
Date Made Active in Reports: 02/09/2023  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-566-0250  
Last EDR Contact: 02/16/2023  
Next Scheduled EDR Contact: 05/29/2023  
Data Release Frequency: Annually

## SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 10/17/2022  
Date Data Arrived at EDR: 10/18/2022  
Date Made Active in Reports: 01/10/2023  
Number of Days to Update: 84

Source: EPA  
Telephone: 202-564-4203  
Last EDR Contact: 01/18/2023  
Next Scheduled EDR Contact: 05/01/2023  
Data Release Frequency: Annually

## ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 01/25/2023  
Date Data Arrived at EDR: 02/02/2023  
Date Made Active in Reports: 02/28/2023  
Number of Days to Update: 26

Source: EPA  
Telephone: 703-416-0223  
Last EDR Contact: 04/03/2023  
Next Scheduled EDR Contact: 06/12/2023  
Data Release Frequency: Annually

## RMP: Risk Management Plans

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/04/2022	Telephone: 202-564-8600
Date Made Active in Reports: 05/10/2022	Last EDR Contact: 01/17/2023
Number of Days to Update: 6	Next Scheduled EDR Contact: 05/01/2023
	Data Release Frequency: Varies

## RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

## PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/27/2022	Source: EPA
Date Data Arrived at EDR: 11/01/2022	Telephone: 202-564-6023
Date Made Active in Reports: 11/15/2022	Last EDR Contact: 04/03/2023
Number of Days to Update: 14	Next Scheduled EDR Contact: 05/15/2023
	Data Release Frequency: Quarterly

## PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 11/03/2022	Source: EPA
Date Data Arrived at EDR: 01/04/2023	Telephone: 202-566-0500
Date Made Active in Reports: 04/03/2023	Last EDR Contact: 04/04/2023
Number of Days to Update: 89	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Annually

## ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 03/29/2023
Number of Days to Update: 79	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: No Update Planned

**FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 08/18/2017
Number of Days to Update: 25	Next Scheduled EDR Contact: 12/04/2017
	Data Release Frequency: No Update Planned

**MLTS: Material Licensing Tracking System**

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 10/26/2022	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 11/22/2022	Telephone: 301-415-7169
Date Made Active in Reports: 12/05/2022	Last EDR Contact: 01/17/2023
Number of Days to Update: 13	Next Scheduled EDR Contact: 05/01/2023
	Data Release Frequency: Quarterly

**COAL ASH DOE: Steam-Electric Plant Operation Data**

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020	Source: Department of Energy
Date Data Arrived at EDR: 11/30/2021	Telephone: 202-586-8719
Date Made Active in Reports: 02/22/2022	Last EDR Contact: 03/03/2023
Number of Days to Update: 84	Next Scheduled EDR Contact: 06/12/2023
	Data Release Frequency: Varies

**COAL ASH EPA: Coal Combustion Residues Surface Impoundments List**

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/05/2019	Telephone: N/A
Date Made Active in Reports: 11/11/2019	Last EDR Contact: 02/27/2023
Number of Days to Update: 251	Next Scheduled EDR Contact: 06/12/2023
	Data Release Frequency: Varies

**PCB TRANSFORMER: PCB Transformer Registration Database**

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/06/2019	Telephone: 202-566-0517
Date Made Active in Reports: 02/10/2020	Last EDR Contact: 02/03/2023
Number of Days to Update: 96	Next Scheduled EDR Contact: 05/15/2023
	Data Release Frequency: Varies

**RADINFO: Radiation Information Database**

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019  
Date Data Arrived at EDR: 07/01/2019  
Date Made Active in Reports: 09/23/2019  
Number of Days to Update: 84

Source: Environmental Protection Agency  
Telephone: 202-343-9775  
Last EDR Contact: 03/23/2023  
Next Scheduled EDR Contact: 07/10/2023  
Data Release Frequency: Quarterly

## HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2007  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

## HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006  
Date Data Arrived at EDR: 03/01/2007  
Date Made Active in Reports: 04/10/2007  
Number of Days to Update: 40

Source: Environmental Protection Agency  
Telephone: 202-564-2501  
Last EDR Contact: 12/17/2008  
Next Scheduled EDR Contact: 03/17/2008  
Data Release Frequency: No Update Planned

## DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020  
Date Data Arrived at EDR: 01/28/2020  
Date Made Active in Reports: 04/17/2020  
Number of Days to Update: 80

Source: Department of Transportation, Office of Pipeline Safety  
Telephone: 202-366-4595  
Last EDR Contact: 01/24/2023  
Next Scheduled EDR Contact: 05/08/2023  
Data Release Frequency: Quarterly

## CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 09/30/2022  
Date Data Arrived at EDR: 10/21/2022  
Date Made Active in Reports: 01/10/2023  
Number of Days to Update: 81

Source: Department of Justice, Consent Decree Library  
Telephone: Varies  
Last EDR Contact: 04/03/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2021  
Date Data Arrived at EDR: 03/09/2023  
Date Made Active in Reports: 03/20/2023  
Number of Days to Update: 11

Source: EPA/NTIS  
Telephone: 800-424-9346  
Last EDR Contact: 03/09/2023  
Next Scheduled EDR Contact: 07/03/2023  
Data Release Frequency: Biennially

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014	Source: USGS
Date Data Arrived at EDR: 07/14/2015	Telephone: 202-208-3710
Date Made Active in Reports: 01/10/2017	Last EDR Contact: 04/06/2023
Number of Days to Update: 546	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Semi-Annually

## FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021	Source: Department of Energy
Date Data Arrived at EDR: 07/27/2021	Telephone: 202-586-3559
Date Made Active in Reports: 10/22/2021	Last EDR Contact: 01/30/2023
Number of Days to Update: 87	Next Scheduled EDR Contact: 05/15/2023
	Data Release Frequency: Varies

## UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019	Source: Department of Energy
Date Data Arrived at EDR: 11/15/2019	Telephone: 505-845-0011
Date Made Active in Reports: 01/28/2020	Last EDR Contact: 02/13/2023
Number of Days to Update: 74	Next Scheduled EDR Contact: 05/29/2023
	Data Release Frequency: Varies

## LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/25/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/02/2023	Telephone: 703-603-8787
Date Made Active in Reports: 02/28/2023	Last EDR Contact: 04/03/2023
Number of Days to Update: 26	Next Scheduled EDR Contact: 07/10/2023
	Data Release Frequency: Varies

## LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

## US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016  
Date Data Arrived at EDR: 10/26/2016  
Date Made Active in Reports: 02/03/2017  
Number of Days to Update: 100

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 09/26/2017  
Next Scheduled EDR Contact: 01/08/2018  
Data Release Frequency: Annually

## US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 11/07/2022  
Date Data Arrived at EDR: 11/17/2022  
Date Made Active in Reports: 02/10/2023  
Number of Days to Update: 85

Source: Department of Labor, Mine Safety and Health Administration  
Telephone: 303-231-5959  
Last EDR Contact: 02/22/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Semi-Annually

## MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 02/27/2023  
Date Data Arrived at EDR: 03/01/2023  
Date Made Active in Reports: 03/24/2023  
Number of Days to Update: 23

Source: DOL, Mine Safety & Health Admi  
Telephone: 202-693-9424  
Last EDR Contact: 04/04/2023  
Next Scheduled EDR Contact: 06/12/2023  
Data Release Frequency: Quarterly

## US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020  
Date Data Arrived at EDR: 05/27/2020  
Date Made Active in Reports: 08/13/2020  
Number of Days to Update: 78

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 02/24/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Varies

## US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011  
Date Data Arrived at EDR: 06/08/2011  
Date Made Active in Reports: 09/13/2011  
Number of Days to Update: 97

Source: USGS  
Telephone: 703-648-7709  
Last EDR Contact: 02/24/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Varies

## ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/20/2022  
Date Data Arrived at EDR: 12/20/2022  
Date Made Active in Reports: 03/10/2023  
Number of Days to Update: 80

Source: Department of Interior  
Telephone: 202-208-2609  
Last EDR Contact: 03/16/2023  
Next Scheduled EDR Contact: 06/19/2023  
Data Release Frequency: Quarterly

## FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/02/2023  
Date Data Arrived at EDR: 02/28/2023  
Date Made Active in Reports: 03/24/2023  
Number of Days to Update: 24

Source: EPA  
Telephone: (214) 665-2200  
Last EDR Contact: 02/28/2023  
Next Scheduled EDR Contact: 06/12/2023  
Data Release Frequency: Quarterly

## UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 11/09/2021  
Date Data Arrived at EDR: 10/20/2022  
Date Made Active in Reports: 01/10/2023  
Number of Days to Update: 82

Source: Department of Defense  
Telephone: 703-704-1564  
Last EDR Contact: 04/06/2023  
Next Scheduled EDR Contact: 07/24/2023  
Data Release Frequency: Varies

## ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/01/2023  
Date Data Arrived at EDR: 01/04/2023  
Date Made Active in Reports: 04/03/2023  
Number of Days to Update: 89

Source: Environmental Protection Agency  
Telephone: 202-564-2280  
Last EDR Contact: 03/31/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Quarterly

## DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021  
Date Data Arrived at EDR: 05/21/2021  
Date Made Active in Reports: 08/11/2021  
Number of Days to Update: 82

Source: Environmental Protection Agency  
Telephone: 202-564-0527  
Last EDR Contact: 02/24/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Varies

## FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 11/10/2022  
Date Data Arrived at EDR: 11/10/2022  
Date Made Active in Reports: 02/09/2023  
Number of Days to Update: 91

Source: EPA  
Telephone: 800-385-6164  
Last EDR Contact: 02/14/2023  
Next Scheduled EDR Contact: 05/29/2023  
Data Release Frequency: Quarterly

## PFAS NPL: Superfund Sites with PFAS Detections Information

EPA's Office of Land and Emergency Management and EPA Regional Offices maintain data describing what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 02/23/2022  
Date Data Arrived at EDR: 07/08/2022  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 123

Source: Environmental Protection Agency  
Telephone: 703-603-8895  
Last EDR Contact: 04/04/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS FEDERAL SITES: Federal Sites PFAS Information

Several federal entities, such as the federal Superfund program, Department of Defense, National Aeronautics and Space Administration, Department of Transportation, and Department of Energy provided information for sites with known or suspected detections at federal facilities.

Date of Government Version: 02/23/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 222

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS TSCA: PFAS Manufacture and Imports Information

EPA issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. EPA publishes non-confidential business information (non-CBI) and includes descriptive information about each site, corporate parent, production volume, other manufacturing information, and processing and use information.

Date of Government Version: 01/03/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 222

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS RCRA MANIFEST: PFAS Transfers Identified In the RCRA Database Listing

To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: PFAS, PFOA, PFOS, PERFL, AFFF, GENX, GEN-X (plus the VT waste codes). These keywords were searched for in the following text fields: Manifest handling instructions (MANIFEST\_HANDLING\_INSTR), Non-hazardous waste description (NON\_HAZ\_WASTE\_DESCRIPTION), DOT printed information (DOT\_PRINTED\_INFORMATION), Waste line handling instructions (WASTE\_LINE\_HANDLING\_INSTR), Waste residue comments (WASTE\_RESIDUE\_COMMENTS).

Date of Government Version: 01/03/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 222

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS ATSDR: PFAS Contamination Site Location Listing

PFAS contamination site locations from the Department of Health & Human Services, Center for Disease Control & Prevention. ATSDR is involved at a number of PFAS-related sites, either directly or through assisting state and federal partners. As of now, most sites are related to drinking water contamination connected with PFAS production facilities or fire training areas where aqueous film-forming firefighting foam (AFFF) was regularly used.

Date of Government Version: 06/24/2020  
Date Data Arrived at EDR: 03/17/2021  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 601

Source: Department of Health & Human Services  
Telephone: 202-741-5770  
Last EDR Contact: 01/23/2023  
Next Scheduled EDR Contact: 05/08/2023  
Data Release Frequency: Varies

## PFAS WQP: Ambient Environmental Sampling for PFAS

The Water Quality Portal (WQP) is a part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations and individuals submit project details and sampling results to this public repository. The information is commonly used for research and assessments of environmental quality.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/03/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 222

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS NPDES: Clean Water Act Discharge Monitoring Information

Any discharger of pollutants to waters of the United States from a point source must have a National Pollutant Discharge Elimination System (NPDES) permit. The process for obtaining limits involves the regulated entity (permittee) disclosing releases in a NPDES permit application and the permitting authority (typically the state but sometimes EPA) deciding whether to require monitoring or monitoring with limits.

Date of Government Version: 01/03/2022  
Date Data Arrived at EDR: 03/31/2022  
Date Made Active in Reports: 11/08/2022  
Number of Days to Update: 222

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS ECHO: Facilities in Industries that May Be Handling PFAS Listing

Regulators and the public have expressed interest in knowing which regulated entities may be using PFAS. EPA has developed a dataset from various sources that show which industries may be handling PFAS. Approximately 120,000 facilities subject to federal environmental programs have operated or currently operate in industry sectors with processes that may involve handling and/or release of PFAS.

Date of Government Version: 03/30/2023  
Date Data Arrived at EDR: 03/30/2023  
Date Made Active in Reports: 04/03/2023  
Number of Days to Update: 4

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS ECHO FIRE TRAINING: Facilities in Industries that May Be Handling PFAS Listing

A list of fire training sites was added to the Industry Sectors dataset using a keyword search on the permitted facilities name to identify sites where fire-fighting foam may have been used in training exercises. Additionally, you may view an example spreadsheet of the subset of fire training facility data, as well as the keywords used in selecting or deselecting a facility for the subset. as well as the keywords used in selecting or deselecting a facility for the subset. These keywords were tested to maximize accuracy in selecting facilities that may use fire-fighting foam in training exercises, however, due to the lack of a required reporting field in the data systems for designating fire training sites, this methodology may not identify all fire training sites or may potentially misidentify them.

Date of Government Version: 03/30/2023  
Date Data Arrived at EDR: 03/30/2023  
Date Made Active in Reports: 04/03/2023  
Number of Days to Update: 4

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## PFAS PART 139 AIRPORT: All Certified Part 139 Airports PFAS Information Listing

Since July 1, 2006, all certified part 139 airports are required to have fire-fighting foam onsite that meet military specifications (MIL-F-24385) (14 CFR 139.317). To date, these military specification fire-fighting foams are fluorinated and have been historically used for training and extinguishing. The 2018 FAA Reauthorization Act has a provision stating that no later than October 2021, FAA shall not require the use of fluorinated AFFF. This provision does not prohibit the use of fluorinated AFFF at Part 139 civilian airports; it only prohibits FAA from mandating its use. The Federal Aviation Administration's document AC 150/5210-6D - Aircraft Fire Extinguishing Agents provides guidance on Aircraft Fire Extinguishing Agents, which includes Aqueous Film Forming Foam (AFFF).

Date of Government Version: 03/30/2023  
Date Data Arrived at EDR: 03/30/2023  
Date Made Active in Reports: 04/03/2023  
Number of Days to Update: 4

Source: Environmental Protection Agency  
Telephone: 202-272-0167  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## AQUEOUS FOAM NRC: Aqueous Foam Related Incidents Listing

The National Response Center (NRC) serves as an emergency call center that fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. The spreadsheets posted to the NRC website contain initial incident data that has not been validated or investigated by a federal/state response agency. Response center calls from 1990 to the most recent complete calendar year where there was indication of Aqueous Film Forming Foam (AFFF) usage are included in this dataset. NRC calls may reference AFFF usage in the ?Material Involved? or ?Incident Description? fields.

Date of Government Version: 01/02/2023	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/05/2023	Telephone: 202-272-0167
Date Made Active in Reports: 04/03/2023	Last EDR Contact: 03/30/2023
Number of Days to Update: 88	Next Scheduled EDR Contact: 07/17/2023
	Data Release Frequency: Varies

## PFAS: Per- and Polyfluoroalkyl Substances (PFAS) Data

Site locations where Per- and Polyfluoroalkyl Substances (PFAS) contamination has been detected.

Date of Government Version: 11/22/2021	Source: New Mexico Environment Department
Date Data Arrived at EDR: 01/26/2022	Telephone: 505-827-2919
Date Made Active in Reports: 04/21/2022	Last EDR Contact: 01/13/2023
Number of Days to Update: 85	Next Scheduled EDR Contact: 04/24/2023
	Data Release Frequency: Varies

## AIRS: Airs Information

A listing of facilities with Air Quality Bureau permits.

Date of Government Version: 10/09/2022	Source: New Mexico Environment Department
Date Data Arrived at EDR: 10/18/2022	Telephone: 505-476-4339
Date Made Active in Reports: 01/05/2023	Last EDR Contact: 01/18/2023
Number of Days to Update: 79	Next Scheduled EDR Contact: 05/01/2023
	Data Release Frequency: Annually

## ASBESTOS: List of Asbestos Demolition and Renovations Jobs

Asbestos is a common fibrous rock found worldwide which has been used in various products for over 4500 years. It has been used in over 3000 different products such as textiles, paper, ropes, wicks, stoves, filters, floor tiles, roofing shingles, clutch facings, water pipe, cements, fillers, felt, fireproof clothing, gaskets, battery boxes, clapboard, wallboard, fire doors, fire curtains, insulation, brake linings, etc.

Date of Government Version: 10/20/2022	Source: New Mexico Environment Department
Date Data Arrived at EDR: 10/26/2022	Telephone: 505-827-1494
Date Made Active in Reports: 01/13/2023	Last EDR Contact: 01/17/2023
Number of Days to Update: 79	Next Scheduled EDR Contact: 05/01/2023
	Data Release Frequency: Semi-Annually

## DRYCLEANERS: Drycleaner Facility Listing

A listing of drycleaner facility locations. The listing may contain facilities that are no longer there, or under different management.

Date of Government Version: 01/06/2010	Source: Environment Department
Date Data Arrived at EDR: 01/07/2010	Telephone: 505-222-9507
Date Made Active in Reports: 02/04/2010	Last EDR Contact: 03/20/2023
Number of Days to Update: 28	Next Scheduled EDR Contact: 07/03/2023
	Data Release Frequency: No Update Planned

## FINANCIAL ASSURANCE 1: Financial Assurance Information

Information for underground solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/03/2012  
Date Data Arrived at EDR: 01/04/2013  
Date Made Active in Reports: 01/10/2013  
Number of Days to Update: 6

Source: Environment Department  
Telephone: 505-827-0197  
Last EDR Contact: 01/23/2023  
Next Scheduled EDR Contact: 05/08/2023  
Data Release Frequency: Varies

## FINANCIAL ASSURANCE 2: Financial Assurance Information

Information for underground hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/08/2022  
Date Data Arrived at EDR: 11/14/2022  
Date Made Active in Reports: 02/01/2023  
Number of Days to Update: 79

Source: Environment Department  
Telephone: 505-476-6018  
Last EDR Contact: 01/23/2023  
Next Scheduled EDR Contact: 05/08/2023  
Data Release Frequency: Annually

## COAL MINES: Coal Mine Permits Database

New Mexico coal mines permitted under the Surface Mining Control and Reclamation Act of 1977 (SMCRA), by either the NM Mining & Minerals Division (MMD), or by the federal DOI Office of Surface Mining, Reclamation & Enforcement.

Date of Government Version: 04/18/2019  
Date Data Arrived at EDR: 06/19/2019  
Date Made Active in Reports: 06/24/2019  
Number of Days to Update: 5

Source: Bureau of Geology and Mineral Resources  
Telephone: 505-476-3402  
Last EDR Contact: 03/16/2023  
Next Scheduled EDR Contact: 06/26/2023  
Data Release Frequency: Varies

## COAL MINES 2: Coal Permit Boundaries

ESRI ArcView shapefile depicting New Mexico coal mines permitted under the Surface Mining Control and Reclamation Act of 1977 (SMCRA), by either the NM Mining & Minerals Division (MMD), or by the federal DOI Office of Surface Mining, Reclamation & Enforcement.

Date of Government Version: 12/09/2022  
Date Data Arrived at EDR: 12/09/2022  
Date Made Active in Reports: 03/02/2023  
Number of Days to Update: 83

Source: Mining & Minerals Division  
Telephone: 505-476-3417  
Last EDR Contact: 03/14/2023  
Next Scheduled EDR Contact: 06/26/2023  
Data Release Frequency: Varies

## NPDES: List of Discharge Permits

General information regarding NPDES (National Pollutant Discharge Elimination System) permits.

Date of Government Version: 08/01/2022  
Date Data Arrived at EDR: 10/10/2022  
Date Made Active in Reports: 12/27/2022  
Number of Days to Update: 78

Source: Environment Department  
Telephone: 505-827-2918  
Last EDR Contact: 01/13/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Semi-Annually

## UIC: Underground Injection Control Listing

The listing includes Discharge Permits (DP) with Underground Injection Control Wells, located in New Mexico.

Date of Government Version: 12/25/2022  
Date Data Arrived at EDR: 01/11/2023  
Date Made Active in Reports: 03/31/2023  
Number of Days to Update: 79

Source: New Mexico Environment Department  
Telephone: 505-827-2936  
Last EDR Contact: 01/11/2023  
Next Scheduled EDR Contact: 04/24/2023  
Data Release Frequency: Varies

## PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/14/2011  
Date Data Arrived at EDR: 08/05/2011  
Date Made Active in Reports: 09/29/2011  
Number of Days to Update: 55

Source: EPA, Office of Water  
Telephone: 202-564-2496  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Semi-Annually

## PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014  
Date Data Arrived at EDR: 01/06/2015  
Date Made Active in Reports: 05/06/2015  
Number of Days to Update: 120

Source: EPA  
Telephone: 202-564-2496  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Semi-Annually

## PFAS TRIS: List of PFAS Added to the TRI

Section 7321 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA) immediately added certain per- and polyfluoroalkyl substances (PFAS) to the list of chemicals covered by the Toxics Release Inventory (TRI) under Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) and provided a framework for additional PFAS to be added to TRI on an annual basis.

Date of Government Version: 03/07/2023  
Date Data Arrived at EDR: 03/07/2023  
Date Made Active in Reports: 03/24/2023  
Number of Days to Update: 17

Source: Environmental Protection Agency  
Telephone: 202-566-0250  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## MINES MRDS: Mineral Resources Data System Mineral Resources Data System

Date of Government Version: 08/23/2022  
Date Data Arrived at EDR: 11/22/2022  
Date Made Active in Reports: 02/28/2023  
Number of Days to Update: 98

Source: USGS  
Telephone: 703-648-6533  
Last EDR Contact: 02/24/2023  
Next Scheduled EDR Contact: 06/05/2023  
Data Release Frequency: Varies

## PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014  
Date Data Arrived at EDR: 02/05/2015  
Date Made Active in Reports: 03/06/2015  
Number of Days to Update: 29

Source: EPA  
Telephone: 202-564-2497  
Last EDR Contact: 03/30/2023  
Next Scheduled EDR Contact: 07/17/2023  
Data Release Frequency: Varies

## EDR HIGH RISK HISTORICAL RECORDS

### ***EDR Exclusive Records***

#### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  
Date Data Arrived at EDR: N/A  
Date Made Active in Reports: N/A  
Number of Days to Update: N/A

Source: EDR, Inc.  
Telephone: N/A  
Last EDR Contact: N/A  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

## EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

## EDR RECOVERED GOVERNMENT ARCHIVES

### *Exclusive Recovered Govt. Archives*

#### RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the New Mexico Environment Department in New Mexico.

Date of Government Version: N/A	Source: New Mexico Environment Department
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/16/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 199	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

#### RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the New Mexico Environment Department in New Mexico.

Date of Government Version: N/A	Source: New Mexico Environment Department
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

### NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 10/29/2021	Telephone: 518-402-8651
Date Made Active in Reports: 01/19/2022	Last EDR Contact: 01/27/2023
Number of Days to Update: 82	Next Scheduled EDR Contact: 05/08/2023
	Data Release Frequency: Quarterly

### WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018	Source: Department of Natural Resources
Date Data Arrived at EDR: 06/19/2019	Telephone: N/A
Date Made Active in Reports: 09/03/2019	Last EDR Contact: 03/06/2023
Number of Days to Update: 76	Next Scheduled EDR Contact: 06/19/2023
	Data Release Frequency: Annually

### Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

### Electric Power Transmission Line Data

Source: Endeavor Business Media

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**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

### AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

### Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

### Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

### Daycare Centers: Licensed Child Day Care Providers

Source: Office of Child Development

Telephone: 505-827-7946

**Flood Zone Data:** This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: US Fish & Wildlife Service

Telephone: 505-248-6660

### Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

### STREET AND ADDRESS INFORMATION

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# GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

## TARGET PROPERTY ADDRESS

CURRY COUNTY FAIRGROUNDS  
FAIRGROUNDS  
CLOVIS, NM 88101

## TARGET PROPERTY COORDINATES

Latitude (North): 34.393054 - 34° 23' 34.99"  
Longitude (West): 103.182019 - 103° 10' 55.27"  
Universal Transverse Mercator: Zone 13  
UTM X (Meters): 667123.4  
UTM Y (Meters): 3807040.8  
Elevation: 4235 ft. above sea level

## USGS TOPOGRAPHIC MAP

Target Property Map: 14552344 CLOVIS, NM  
Version Date: 2020

South Map: 14552402 MIDWAY, NM  
Version Date: 2020

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

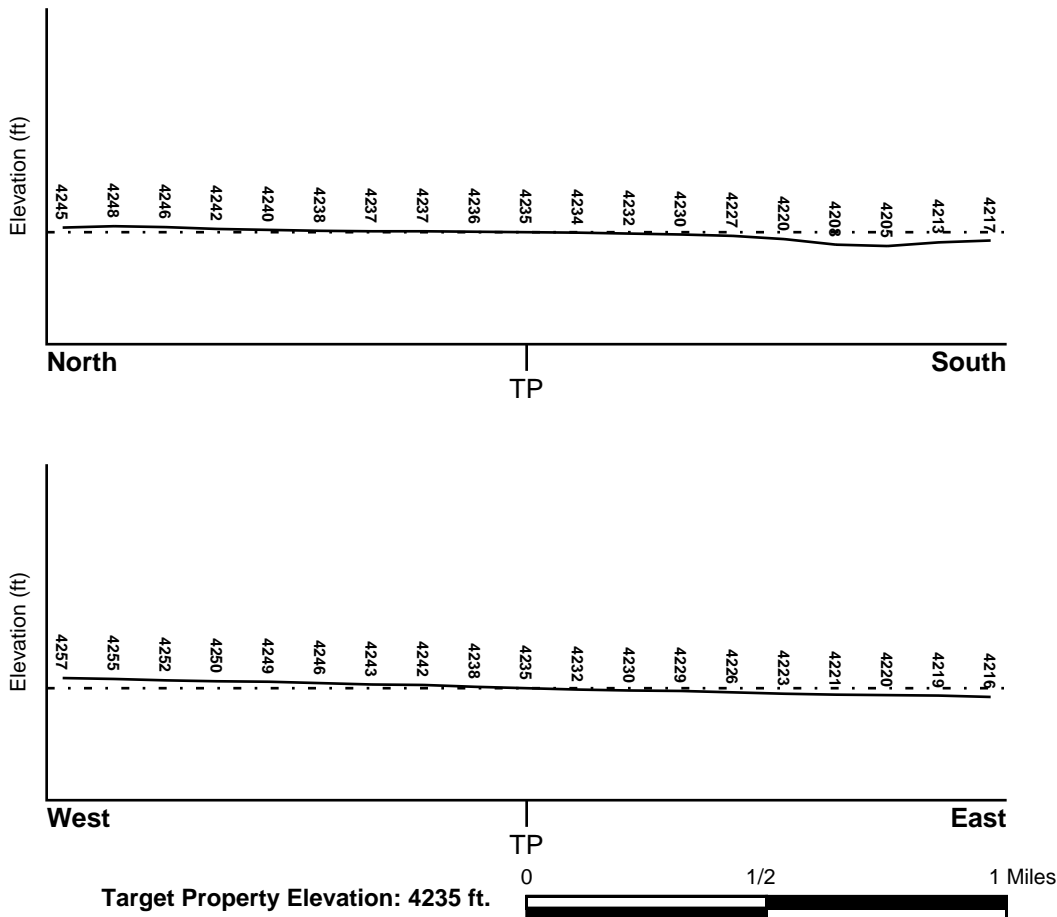
## TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ESE

## SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

## **FEMA FLOOD ZONE**

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
35009C0595E	FEMA FIRM Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
35009C0590E	FEMA FIRM Flood data

## **NATIONAL WETLAND INVENTORY**

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
CLOVIS	YES - refer to the Overview Map and Detail Map

## HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

### ***Site-Specific Hydrogeological Data\*:***

Search Radius:	1.25 miles
Status:	Not found

## **AQUIFLOW®**

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

### GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

### GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

#### ROCK STRATIGRAPHIC UNIT

Era: Cenozoic  
System: Tertiary  
Series: Pliocene  
Code: Tpc *(decoded above as Era, System & Series)*

#### GEOLOGIC AGE IDENTIFICATION

Category: Continental Deposits

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: OLTON

Soil Surface Texture: clay loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: MODERATE

Depth to Bedrock Min: > 60 inches

Depth to Bedrock Max: > 60 inches

## GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	8 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay Soils.	Max: 2.00 Min: 0.60	Max: 7.50 Min: 6.60
2	8 inches	48 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay Soils.	Max: 0.60 Min: 0.20	Max: 7.80 Min: 7.40
3	48 inches	80 inches	clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay Soils.	Max: 0.60 Min: 0.20	Max: 8.20 Min: 7.90

### OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: loam  
clay  
fine sandy loam

Surficial Soil Types: loam  
clay  
fine sandy loam

Shallow Soil Types: No Other Soil Types

Deeper Soil Types: clay  
sandy clay loam

### LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

## **FEDERAL USGS WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
7	USGS40000822803	1/2 - 1 Mile SW
19	USGS40000822891	1/2 - 1 Mile NNE
C20	USGS40000822793	1/2 - 1 Mile SE

## **FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION**

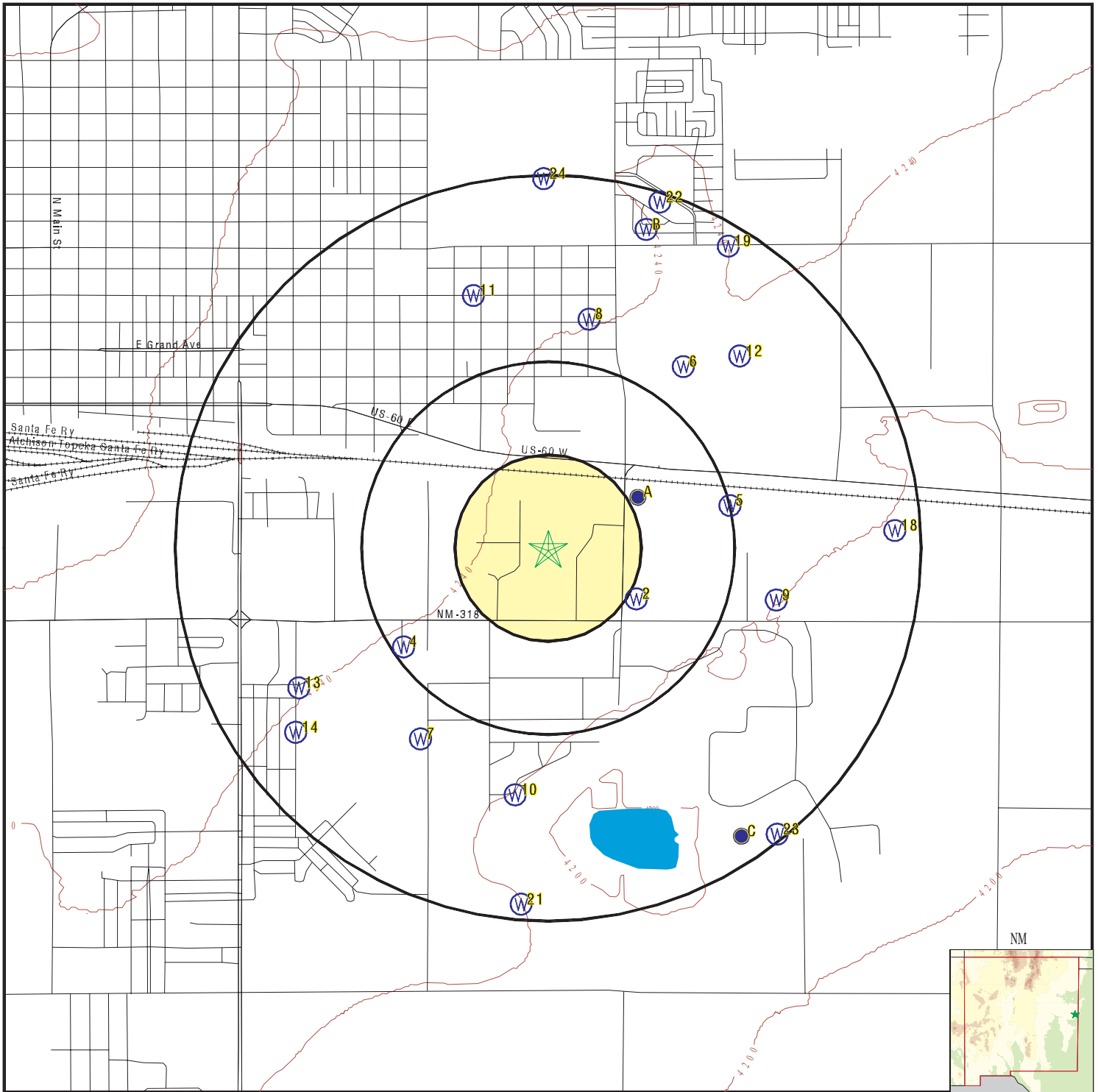
<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A3	NM3527305	1/4 - 1/2 Mile ENE

Note: PWS System location is not always the same as well location.

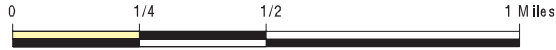
## **STATE DATABASE WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A1	NM6000000060892	1/4 - 1/2 Mile ENE
2	NM6000000217187	1/4 - 1/2 Mile ESE
4	NM6000000114077	1/4 - 1/2 Mile SW
5	NM6000000060893	1/2 - 1 Mile ENE
6	NM6000000051552	1/2 - 1 Mile NE
8	NM6000000081144	1/2 - 1 Mile North
9	NM6000000060894	1/2 - 1 Mile ESE
10	NM6000000217774	1/2 - 1 Mile South
11	NM6000000216897	1/2 - 1 Mile NNW
12	NM6000000051061	1/2 - 1 Mile NE
13	NM6000000131330	1/2 - 1 Mile WSW
14	NM6000000217848	1/2 - 1 Mile SW
B15	NM6000000124882	1/2 - 1 Mile NNE
B16	NM6000000051517	1/2 - 1 Mile NNE
C17	NM6000000108116	1/2 - 1 Mile SSE
18	NM6000000022523	1/2 - 1 Mile East
21	NM6000000107941	1/2 - 1 Mile South
22	NM6000000217199	1/2 - 1 Mile NNE
23	NM6000000051629	1/2 - 1 Mile SE
24	NM6000000105849	1/2 - 1 Mile North

# PHYSICAL SETTING SOURCE MAP - 7302670.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons



- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells



SITE NAME: Curry County Fairgrounds  
 ADDRESS: Fairgrounds  
 Clovis NM 88101  
 LAT/LONG: 34.393054 / 103.182019

CLIENT: LOI Engineers  
 CONTACT: Samantha Voorhies  
 INQUIRY #: 7302670.2s  
 DATE: April 07, 2023 3:34 pm



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Database      EDR ID Number

**A1**  
**ENE**  
**1/4 - 1/2 Mile**  
**Lower**

**NM WELLS      NM600000060892**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00545
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	806.5
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration		
Water Right Use:	Municipal - city or county supplied water		

**2**  
**ESE**  
**1/4 - 1/2 Mile**  
**Lower**

**NM WELLS      NM6000000217187**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00547
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	854.89
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration		
Water Right Use:	Municipal - city or county supplied water		

**A3**  
**ENE**  
**1/4 - 1/2 Mile**  
**Lower**

**FRDS PWS      NM3527305**

Epa region:	06	State:	NM
Pwsid:	NM3527305	Pwsname:	EPCOR WATER NEW MEXICO INC CLOVIS
Cityserved:	Not Reported	Stateserved:	NM
Zipsserved:	Not Reported	Fipscounty:	35009
Status:	Active	Retpopsrvd:	36798

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Pwssvconn:	15663	Psource longname:	Groundwater
Pwstype:	CWS	Owner:	Private
Contact:	DALY, BRIAN	Contactorgname:	DALY, BRIAN
Contactphone:	575-763-5538	Contactaddress1:	Not Reported
Contactaddress2:	PO BOX 430	Contactcity:	CLOVIS
Contactstate:	NM	Contactzip:	88101
Pwsactivitycode:	A		
Pwsid:	NM3527305	Facid:	13040
Facname:	TREATMENT PLANT #5 (AT WELL #17)		
Factype:	Treatment_plant	Facactivitycode:	A
Trtobjective:	disinfection	Trtprocess:	hypochlorination, post
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	13041
Facname:	TREATMENT PLANT #6 (AT WELL #21)		
Factype:	Treatment_plant	Facactivitycode:	A
Trtobjective:	disinfection	Trtprocess:	hypochlorination, post
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	13245
Facname:	TREATMENT PLANT #7 (AT WELL #20)		
Factype:	Treatment_plant	Facactivitycode:	A
Trtobjective:	disinfection	Trtprocess:	gaseous chlorination, post
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	13255
Facname:	TREATMENT PLANT #8 (AT WELL #13)		
Factype:	Treatment_plant	Facactivitycode:	A
Trtobjective:	disinfection	Trtprocess:	gaseous chlorination, post
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	13649
Facname:	TREATMENT PLANT #9 (SANDIA)		
Factype:	Treatment_plant	Facactivitycode:	A
Trtobjective:	disinfection	Trtprocess:	gaseous chlorination, post
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	552
Facname:	TREAT PLT #1 (NORTH 40)	Factype:	Treatment_plant
Facactivitycode:	A	Trtobjective:	disinfection
Trtprocess:	gaseous chlorination, post		
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	554
Facname:	TREAT PLT #2 (#22)	Factype:	Treatment_plant
Facactivitycode:	A	Trtobjective:	disinfection
Trtprocess:	gaseous chlorination, post		
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	556
Facname:	TREAT PLT #3 (N&B)	Factype:	Treatment_plant
Facactivitycode:	A	Trtobjective:	disinfection
Trtprocess:	gaseous chlorination, post		
Factypecode:	TP		
Pwsid:	NM3527305	Facid:	557
Facname:	TREAT PLT #4 (T&B)	Factype:	Treatment_plant
Facactivitycode:	A	Trtobjective:	disinfection
Trtprocess:	gaseous chlorination, post		
Factypecode:	TP		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

PWS ID:	NM3527305		
PWS name:	NEW MEXICO AMERICAN WATER CO. (CLOVIS)		
Address:	PO BOX 430	Care of:	Not Reported
City:	CLOVIS	State:	NM
Zip:	88101		
Owner:	NEW MEXICO AMERICAN WATER CO. (CLOVIS)		
Source code:	Ground water	Population:	31000
PWS ID:	NM3527305	PWS type:	Not Reported
PWS name:	Not Reported	PWS address:	Not Reported
PWS city:	Not Reported	PWS state:	Not Reported
PWS zip:	Not Reported		
PWS name:	NEW MEXICO AMERICAN WATER CO (CLOVIS)		
PWS type code:	C	Retail population served:	31000
Contact:	BONNER, JIM	Contact address:	PO BOX 430
Contact address:	CLOVIS	Contact city:	NM
Contact state:	88	Contact zip:	575-763-55
Contact telephone:	Not Reported		
County:	CURRY	Source:	Ground water
Treatment Objective:	DISINFECTION	Process:	GASEOUS CHLORINATION, POST
Population:	31000		
PWS ID:	NM3527305	Activity status:	Active
Date system activated:	7706	Date system deactivated:	Not Reported
Retail population:	00037000		
System name:	NEW MEXICO AMERICAN WATER CO. (CLOVIS)		
System address:	Not Reported	System address:	PO BOX 430
System city:	CLOVIS	System state:	NM
System zip:	88101		
Population served:	10,001 - 50,000 Persons	Treatment:	Treated
Latitude:	342328	Longitude:	1031347
Latitude:	342330	Longitude:	1031051
Latitude:	342439	Longitude:	1031102
Latitude:	342458	Longitude:	1031243
Latitude:	341836	Longitude:	1030947
Latitude:	341858	Longitude:	1030941
Latitude:	341853	Longitude:	1031018
Latitude:	341828	Longitude:	1031020
Latitude:	341841	Longitude:	1031157
Latitude:	341822	Longitude:	1031207
Latitude:	341821	Longitude:	1031152
Latitude:	341859	Longitude:	1031157
Latitude:	341938	Longitude:	1031327
Latitude:	341952	Longitude:	1031327
Latitude:	341841	Longitude:	1031136

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Latitude:	341857	Longitude:	1031136
Latitude:	342339	Longitude:	1031036
Latitude:	342329	Longitude:	1031036
Latitude:	342439	Longitude:	1031050
Latitude:	342328	Longitude:	1031347
Latitude:	342439	Longitude:	1031102
Latitude:	342444	Longitude:	1031322
Latitude:	342439	Longitude:	1031127
Latitude:	342513	Longitude:	1031317
Latitude:	342339	Longitude:	1031051
Latitude:	342456	Longitude:	1031256
Latitude:	342508	Longitude:	1031236
Latitude:	342501	Longitude:	1031245
Latitude:	342458	Longitude:	1031244
Latitude:	342442	Longitude:	1031243
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	15.0000
Longitude degrees:	103	Longitude minutes:	11
Longitude seconds:	54.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	15.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	12.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	29.0000
Longitude degrees:	103	Longitude minutes:	10
Longitude seconds:	8.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	38.0000
Longitude degrees:	103	Longitude minutes:	11
Longitude seconds:	45.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	38.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	0.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	43.0000
Longitude degrees:	103	Longitude minutes:	9
Longitude seconds:	44.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	18	Latitude seconds:	53.0000

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Longitude degrees: 103	Longitude minutes: 10
Longitude seconds: 4.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 19	Latitude seconds: 1.0000
Longitude degrees: 103	Longitude minutes: 9
Longitude seconds: 31.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 19	Latitude seconds: 2.0000
Longitude degrees: 103	Longitude minutes: 12
Longitude seconds: 4.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 19	Latitude seconds: 31.0000
Longitude degrees: 103	Longitude minutes: 13
Longitude seconds: 24.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 19	Latitude seconds: 55.0000
Longitude degrees: 103	Longitude minutes: 13
Longitude seconds: 24.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 23	Latitude seconds: 27.0000
Longitude degrees: 103	Longitude minutes: 10
Longitude seconds: 17.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 23	Latitude seconds: 28.0000
Longitude degrees: 103	Longitude minutes: 13
Longitude seconds: 48.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 23	Latitude seconds: 42.0000
Longitude degrees: 103	Longitude minutes: 10
Longitude seconds: 25.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 23	Latitude seconds: 43.0000
Longitude degrees: 103	Longitude minutes: 10
Longitude seconds: 38.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 24	Latitude seconds: 41.0000
Longitude degrees: 103	Longitude minutes: 12
Longitude seconds: 20.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 24	Latitude seconds: 42.0000
Longitude degrees: 103	Longitude minutes: 10
Longitude seconds: 43.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 24	Latitude seconds: 42.0000
Longitude degrees: 103	Longitude minutes: 11
Longitude seconds: 13.0000	
State: NM	Latitude degrees: 34
Latitude minutes: 24	Latitude seconds: 44.0000
Longitude degrees: 103	Longitude minutes: 10
Longitude seconds: 18.0000	

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

State:	NM	Latitude degrees:	34
Latitude minutes:	24	Latitude seconds:	47.0000
Longitude degrees:	103	Longitude minutes:	13
Longitude seconds:	4.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	24	Latitude seconds:	56.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	42.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	24	Latitude seconds:	57.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	32.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	25	Latitude seconds:	5.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	33.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	25	Latitude seconds:	9.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	18.0000		
State:	NM	Latitude degrees:	34
Latitude minutes:	25	Latitude seconds:	10.0000
Longitude degrees:	103	Longitude minutes:	12
Longitude seconds:	55.0000		
Violation id:	104	Orig code:	S
State:	NM	Violation Year:	2001
Contamination code:	7000	Contamination Name:	Consumer Confidence Rule
Violation code:	71	Violation name:	CCR Complete Failure to Report
Rule code:	420	Rule name:	CCR
Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	07/01/2001
Cmp edt:	Not Reported		
Violation id:	201	Orig code:	S
State:	NM	Violation Year:	2001
Contamination code:	1025	Contamination Name:	Fluoride
Violation code:	01	Violation name:	MCL, Single Sample
Rule code:	333	Rule name:	Other IOC
Violation measur:	2.31	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	01/01/2001
Cmp edt:	12/31/2003		
Violation id:	224	Orig code:	S
State:	NM	Violation Year:	2005
Contamination code:	1038	Contamination Name:	Nitrate-Nitrite
Violation code:	03	Violation name:	Monitoring, Regular
Rule code:	331	Rule name:	Nitrates
Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	01/01/2005
Cmp edt:	12/31/2005		
Violation id:	225	Orig code:	S
State:	NM	Violation Year:	2005
Contamination code:	1038	Contamination Name:	Nitrate-Nitrite
Violation code:	03	Violation name:	Monitoring, Regular
Rule code:	331	Rule name:	Nitrates

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	01/01/2005
Cmp edt:	12/31/2005		
Violation id:	226	Orig code:	S
State:	NM	Violation Year:	2005
Contamination code:	1038	Contamination Name:	Nitrate-Nitrite
Violation code:	03	Violation name:	Monitoring, Regular
Rule code:	331	Rule name:	Nitrates
Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	01/01/2005
Cmp edt:	12/31/2005		
Violation id:	227	Orig code:	S
State:	NM	Violation Year:	2005
Contamination code:	1038	Contamination Name:	Nitrate-Nitrite
Violation code:	03	Violation name:	Monitoring, Regular
Rule code:	331	Rule name:	Nitrates
Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	01/01/2005
Cmp edt:	12/31/2005		
Violation id:	231	Orig code:	S
State:	NM	Violation Year:	2005
Contamination code:	7000	Contamination Name:	Consumer Confidence Rule
Violation code:	71	Violation name:	CCR Complete Failure to Report
Rule code:	420	Rule name:	CCR
Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	07/01/2005
Cmp edt:	Not Reported		
Violation id:	232	Orig code:	S
State:	NM	Violation Year:	2005
Contamination code:	7000	Contamination Name:	Consumer Confidence Rule
Violation code:	71	Violation name:	CCR Complete Failure to Report
Rule code:	420	Rule name:	CCR
Violation measur:	Not Reported	Unit of measure:	Not Reported
State mcl:	Not Reported	Cmp bdt:	07/01/2005
Cmp edt:	Not Reported		
Violation id:	7000102	Orig code:	S
State:	NM	Violation Year:	2001
Contamination code:	7000	Contamination Name:	Consumer Confidence Rule
Violation code:	71	Violation name:	CCR Complete Failure to Report
Rule code:	420	Rule name:	CCR
Violation measur:	0	Unit of measure:	Not Reported
State mcl:	0	Cmp bdt:	07/01/2001
Cmp edt:	06/30/2002		
Violation ID:	104	Orig Code:	F
Enforcemnt FY:	2002	Enforcement Action:	06/20/2002
Enforcement Detail:	Fed Formal NOV issued	Enforcement Category:	Informal
Violation ID:	104	Orig Code:	S
Enforcemnt FY:	2001	Enforcement Action:	06/29/2001
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	201	Orig Code:	S
Enforcemnt FY:	2003	Enforcement Action:	03/31/2003
Enforcement Detail:	St Violation/Reminder Notice		
Enforcement Category:	Informal		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Violation ID:	201	Orig Code:	S
Enforcemnt FY:	2003	Enforcement Action:	03/31/2003
Enforcement Detail:	St Public Notif requested	Enforcement Category:	Informal
Violation ID:	224	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Violation/Reminder Notice		
Enforcement Category:	Informal		
Violation ID:	224	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	225	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	225	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Violation/Reminder Notice		
Enforcement Category:	Informal		
Violation ID:	226	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	226	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Violation/Reminder Notice		
Enforcement Category:	Informal		
Violation ID:	227	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	227	Orig Code:	S
Enforcemnt FY:	2011	Enforcement Action:	02/01/2011
Enforcement Detail:	St Violation/Reminder Notice		
Enforcement Category:	Informal		
Violation ID:	231	Orig Code:	S
Enforcemnt FY:	2012	Enforcement Action:	10/26/2011
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	232	Orig Code:	S
Enforcemnt FY:	2012	Enforcement Action:	10/26/2011
Enforcement Detail:	St Compliance achieved	Enforcement Category:	Resolving
Violation ID:	7000102	Orig Code:	F
Enforcemnt FY:	2002	Enforcement Action:	06/30/2002
Enforcement Detail:	Fed Compliance achieved	Enforcement Category:	Resolving
Violation ID:	7000102	Orig Code:	F
Enforcemnt FY:	2002	Enforcement Action:	06/20/2002
Enforcement Detail:	Fed Formal NOV issued	Enforcement Category:	Informal
PWS name:	NEW MEXICO AMERICAN WATER CO (CLOVIS)		
Population served:	31000	PWS type code:	C
Violation ID:	104	Contaminant:	7000
Violation type:	71	Compliance start date:	7/1/2001 0:00:00
Compliance end date:	6/29/2001 0:00:00	Enforcement date:	6/20/2002 0:00:00
Enforcement action:	Fed Formal NOV Issued	Violation measurement:	Not Reported



## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

PWS name:	NEW MEXICO AMERICAN WATER CO (CLOVIS)		
Population served:	31000	PWS type code:	C
Violation ID:	104	Contaminant:	7000
Violation type:	71	Compliance start date:	7/1/2001 0:00:00
Compliance end date:	6/29/2001 0:00:00	Enforcement date:	6/29/2001 0:00:00
Enforcement action:	State Compliance Achieved	Violation measurement:	Not Reported

PWS name:	NEW MEXICO AMERICAN WATER CO (CLOVIS)		
Population served:	31000	PWS type code:	C
Violation ID:	201	Contaminant:	FLUORIDE
Violation type:	1	Compliance start date:	1/1/2001 0:00:00
Compliance end date:	12/31/2003 0:00:00	Enforcement date:	3/31/2003 0:00:00
Enforcement action:	State Violation/Reminder Notice		
Violation measurement:	2.31		

PWS name:	NEW MEXICO AMERICAN WATER CO (CLOVIS)		
Population served:	31000	PWS type code:	C
Violation ID:	201	Contaminant:	FLUORIDE
Violation type:	1	Compliance start date:	1/1/2001 0:00:00
Compliance end date:	12/31/2003 0:00:00	Enforcement date:	3/31/2003 0:00:00
Enforcement action:	State Public Notif Requested		
Violation measurement:	2.31		

**4**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

**NM WELLS      NM6000000114077**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	01924
POD Suffix:	POD1	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	21
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration	Water Right Use:	Irrigation

**5**  
**ENE**  
**1/2 - 1 Mile**  
**Lower**

**NM WELLS      NM6000000060893**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00546
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	725.85
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration		
Water Right Use:	Municipal - city or county supplied water		

**6  
NE  
1/2 - 1 Mile  
Higher**

**NM WELLS      NM6000000051552**

Well Name:	CC-01003	Well Use:	DOM
POD Basin:	Curry County	POD #:	01003
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	02-JUL-95	Well Completed:	03-JUL-95
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	376
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	305	OSE Filing Date:	06-SEP-95
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	3
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	300	POD Status:	Active
Casing Size (in):	6	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit		
Water Right Use:	72-12-1 domestic one household		

**7  
SW  
1/2 - 1 Mile  
Lower**

**FED USGS      USGS40000822803**

Organization ID:	USGS-NM		
Organization Name:	USGS New Mexico Water Science Center		
Monitor Location:	02N.36E.20.23131	Type:	Well
Description:	Not Reported	HUC:	Not Reported
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Ogallala Formation
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	336	Well Depth Units:	ft
Well Hole Depth:	Not Reported	Well Hole Depth Units:	Not Reported

Ground water levels,Number of Measurements:	17	Level reading date:	1997-01-21
Feet below surface:	265.33	Feet to sea level:	Not Reported
Note:	Not Reported		

Level reading date:	1996-01-11	Feet below surface:	265.20
Feet to sea level:	Not Reported	Note:	Not Reported

Level reading date:	1995-01-05	Feet below surface:	263.97
Feet to sea level:	Not Reported	Note:	Not Reported

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Level reading date:	1993-01-08	Feet below surface:	262.06
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1993-01-06	Feet below surface:	264.03
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1991-01-05	Feet below surface:	262.82
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1990-01-04	Feet below surface:	265.42
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1989-01-09	Feet below surface:	Not Reported
Feet to sea level:	Not Reported		
Note:	An obstruction was encountered in the well above the water surface (no water level recorded).		
Level reading date:	1988-01-13	Feet below surface:	261.50
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1987-01-12	Feet below surface:	261.10
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1986-01-13	Feet below surface:	260.53
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1985-01-11	Feet below surface:	260.80
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1984-01-18	Feet below surface:	259.46
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1982-01-12	Feet below surface:	258.87
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1981-01-13	Feet below surface:	261.20
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1980-01-07	Feet below surface:	255.48
Feet to sea level:	Not Reported	Note:	Not Reported
Level reading date:	1979-01-09	Feet below surface:	253.52
Feet to sea level:	Not Reported	Note:	Not Reported

**8**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**NM WELLS      NM6000000081144**

Well Name:	Not Reported	Well Use:	DOMESTIC
POD Basin:	Curry County	POD #:	01265
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	15-FEB-00	Well Completed:	15-FEB-00
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	380
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	320	OSE Filing Date:	31-OCT-00
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	SHALLOW	Diversion Amt Allowed (acre-ft):	3
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Active

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Casing Size (in):	5	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit		
Water Right Use:	72-12-1 domestic one household		

**9  
ESE  
1/2 - 1 Mile  
Lower**

**NM WELLS      NM600000060894**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00548
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	645.2
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration		
Water Right Use:	Municipal - city or county supplied water		

**10  
South  
1/2 - 1 Mile  
Lower**

**NM WELLS      NM6000000217774**

Well Name:	Not Reported	Well Use:	MONITOR
POD Basin:	Curry County	POD #:	02086
POD Suffix:	POD1	Land Grant:	Not Reported
Drilling Started:	01-OCT-08	Well Completed:	01-OCT-08
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	30
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	0	OSE Filing Date:	21-AUG-09
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	0
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Active
Casing Size (in):	2	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit	Water Right Use:	Monitoring well

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**11**  
**NNW**  
**1/2 - 1 Mile**  
**Higher**

**NM WELLS      NM6000000216897**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00113
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	0
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Pending
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Expired		
Water Right Use:	72-12-1 domestic one household		

**12**  
**NE**  
**1/2 - 1 Mile**  
**Higher**

**NM WELLS      NM6000000051061**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	01945
POD Suffix:	POD2	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	380
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	377.661
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Pending
Casing Size (in):	12	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit	Water Right Use:	Irrigation

**13**  
**WSW**  
**1/2 - 1 Mile**  
**Higher**

**NM WELLS      NM6000000131330**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	02283
POD Suffix:	POD1	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	24-MAY-56
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	300

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	570
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	800	POD Status:	Not Reported
Casing Size (in):	16	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration	Water Right Use:	Irrigation

**14  
SW  
1/2 - 1 Mile  
Higher**

**NM WELLS      NM6000000217848**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	02264
POD Suffix:	POD1	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	0
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Pending
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Not Reported	Water Right Use:	Geothermal boreholes

**B15  
NNE  
1/2 - 1 Mile  
Higher**

**NM WELLS      NM6000000124882**

Well Name:	Not Reported	Well Use:	DOMESTIC
POD Basin:	Curry County	POD #:	02135
POD Suffix:	POD1	Land Grant:	Not Reported
Drilling Started:	05-APR-12	Well Completed:	05-APR-12
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	372
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	299	OSE Filing Date:	31-AUG-12
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	1
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Active
Casing Size (in):	5	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit		
Water Right Use:	72-12-1 domestic one household		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**B16**  
**NNE**  
 1/2 - 1 Mile  
 Higher

**NM WELLS      NM6000000051517**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00571
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	10-APR-92	Well Completed:	13-APR-92
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	360
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	296	OSE Filing Date:	17-APR-92
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	3
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	30	POD Status:	Active
Casing Size (in):	5	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit		
Water Right Use:	72-12-1 domestic one household		

**C17**  
**SSE**  
 1/2 - 1 Mile  
 Lower

**NM WELLS      NM6000000108116**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	01861
POD Suffix:	POD1	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	31-JAN-53
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	328
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	1332
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	16	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration	Water Right Use:	Irrigation

**18**  
**East**  
 1/2 - 1 Mile  
 Lower

**NM WELLS      NM6000000022523**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00702
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	09-JAN-91	Well Completed:	09-JAN-91
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	310

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	310	OSE Filing Date:	11-FEB-91
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	0
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Active
Casing Size (in):	5	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit	Water Right Use:	Exploration

**19**  
**NNE**  
**1/2 - 1 Mile**  
**Higher**

**FED USGS      USGS40000822891**

Organization ID:	USGS-NM		
Organization Name:	USGS New Mexico Water Science Center		
Monitor Location:	02N.36E.16.12121	Type:	Well
Description:	Not Reported	HUC:	Not Reported
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Ogallala Formation
Aquifer Type:	Not Reported	Construction Date:	Not Reported
Well Depth:	Not Reported	Well Depth Units:	Not Reported
Well Hole Depth:	Not Reported	Well Hole Depth Units:	Not Reported

**C20**  
**SE**  
**1/2 - 1 Mile**  
**Lower**

**FED USGS      USGS40000822793**

Organization ID:	USGS-NM		
Organization Name:	USGS New Mexico Water Science Center		
Monitor Location:	02N.36E.21.321414	Type:	Well
Description:	Not Reported	HUC:	12050002
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Ogallala Formation
Aquifer Type:	Unconfined single aquifer	Construction Date:	Not Reported
Well Depth:	328	Well Depth Units:	ft
Well Hole Depth:	Not Reported	Well Hole Depth Units:	Not Reported

**21**  
**South**  
**1/2 - 1 Mile**  
**Lower**

**NM WELLS      NM6000000107941**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	01091
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70



## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	420
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Declaration	Water Right Use:	Irrigation

**22**  
**NNE**  
**1/2 - 1 Mile**  
**Higher**

**NM WELLS      NM6000000217199**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	00567
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	0
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	0
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Pending
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Expired		
Water Right Use:	72-12-1 domestic one household		

**23**  
**SE**  
**1/2 - 1 Mile**  
**Lower**

**NM WELLS      NM6000000051629**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	01007
POD Suffix:	Not Reported	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	01-JAN-70
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	0
Groundwater Source:	Not Reported	% Shallow:	100
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	0
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	0	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Expired		
Water Right Use:	72-12-1 domestic one household		

## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID  
 Direction  
 Distance  
 Elevation

Database      EDR ID Number

**24**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**NM WELLS      NM6000000105849**

Well Name:	Not Reported	Well Use:	Not Reported
POD Basin:	Curry County	POD #:	01090
POD Suffix:	S	Land Grant:	Not Reported
Drilling Started:	01-JAN-70	Well Completed:	30-APR-63
Plug Date:	01-JAN-70	Completion Proved:	01-JAN-70
Elevation:	0	Well Depth (ft):	388
Groundwater Source:	Shallow	% Shallow:	100
Depth to Water (ft):	0	OSE Filing Date:	01-JAN-70
Well Schedule Date:	01-JAN-70	Pump Type:	Not Reported
Pump Serial #:	Not Reported	Discharge Pipe Size:	Not Reported
Aquifer:	Not Reported	Diversion Amt Allowed (acre-ft):	1162.16
Max Diversion Allowed:	0	Surface Water Diversion:	0
Est Yield (Gal/Min):	0	POD Status:	Not Reported
Casing Size (in):	16	POD Subbasin:	Curry County
OSE Well Tag:	Not Reported	Static Level:	0
Water Right Status:	Permit	Water Right Use:	Irrigation

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

## AREA RADON INFORMATION

State Database: NM Radon

### Radon Test Results

Zip	Total Sites	Pct. < 4 Pci/L	4 < 10 Pci/L	10 < 20 Pci/L	> 20 Pci/L
88101	38	84.2	13.2	2.6	0.0

Federal EPA Radon Zone for CURRY County: 2

- Note: Zone 1 indoor average level > 4 pCi/L.  
 : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.  
 : Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 88101

Number of sites tested: 38

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	2.747 pCi/L	87%	13%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	3.100 pCi/L	67%	33%	0%

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

### Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

## HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

### State Wetlands Data: Wetland Inventory

Source: US Fish & Wildlife Service

Telephone: 505-248-6660

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### Water Well Database

Source: Office of the State Engineer

Telephone: 505-827-6175

## OTHER STATE DATABASE INFORMATION

#### Oil and Gas Well Locations

Source: New Mexico Institute of Mining and Technology

Telephone: 505-835-5142

### RADON

#### State Database: NM Radon

Source: Environment Department

Telephone: 505-827-1093

Radon Test Results

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

#### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

### OTHER

#### Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

#### Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## STREET AND ADDRESS INFORMATION

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## **APPENDIX I**

### **INTERVIEW DOCUMENTATION**



## Interview Questions

---

**PROJECT NAME:** Phase I ESA Curry County Livestock Pavilion Expansion Clovis, NM

**LOI PROJECT NO.** J23-3-1025

**PROJECT LOCATION:** Clovis, Curry County, New Mexico **DATE:** April 5, 2023

1. LOI Representative: Samantha Voorhies Subject Property Owner: Curry County

2. Name, Title and Tenure of Interviewee: Ben Roberts, Public Services Director

Site Manager: KC Messick

3. Number of Structures: 9 to be demolished. Date of Construction: Unknown

4. Site Acreage: 34 Square Footage of Structure: 52,028 combined

5. Was the Property Undeveloped Prior To Construction of Current Facility? No

6. Dates of Major Renovations: None

7. Site Plans Available: No Copies Obtained: \_\_\_\_\_

8. Have Previous Phase I ESA's or Asbestos Surveys Been Performed for the Subject Property?

Asbestos survey currently being preformed. Copies Obtained: 0

9. Do You Have Knowledge of Any Past or Present Dry-Cleaning Operations, Commercial Printing Facilities, Gas Stations, Photo Developing Operations, or Recycling Facilities Located On-Site?

YES  NO

10. Are You Aware of Any Facilities of the Above Nature on Adjacent Properties?

YES  NO

11. Are You Aware of Any Pits, Sumps, Dry Wells, Waste Streams, (Unidentified) Drums/ Containers, UST's or Groundwater Monitoring Wells Located On-Site?

YES  NO

12. Does This Facility Store, Handle, or Regenerate Hazardous Materials/Waste or Biohazards?

YES  NO





If Yes, What Materials (Obtain Copies of MSDS and waste manifests)?

---

---

13. Does This Facility Have Any Environmental Permits That Support Operations?

YES  NO

14. Do You Have Knowledge of Past Material Spills or Releases (Environmental Violations as a Result)?

YES  NO

15. Are MSDS Available for the Chemicals That Are Used and Stored By Maintenance/ Housekeeping?

YES  NO

Visual Review Performed:

YES  NO

16. Do You Employ Off-Site Contractors for Additional Services Such as Landscaping?

No

---

Housekeeping: No Pest Control: Yes

Materials / Chemical Removal: No

17. What Utility Companies Provide: Water: Epcor Water

Electricity: Xcel Energy Gas: NM Gas Company

18. Have You Had Complaints From Employees and/or Tenants Regarding Their Health In Relation to Their Environment? (Example: Unusual or Noxious Odors, Pollution, Standing Water, Etc.)

YES  NO

19. Are There Any Areas Within the Buildings That Are Known to Have Contaminants Such As Lead, Asbestos or Radon?

YES  NO

20. Are You Aware of Neighbors On Adjacent Properties Which Have Released/Spilled Hazardous Materials?

YES  NO



**ADDITIONAL COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX J**  
**QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL**



Bernardino Olague, PE, PMP®, M.Sc.  
President  
Project Manager

Employment

With Current Firm: 11 years  
With Other Firms: 21 years

Education

Bachelor of Science in Civil Engineering (1991)

Master of Science in Civil Engineering (2001)

Licenses

Professional Engineer  
Texas (81628)

New Mexico (13301)

Arizona (35578)

PMI - Project Management  
Professional (2006090)

References

Mr. David Bogas  
- EPT Land Communities  
- (915) 667-1800

Mr. Don Mendoza  
- River Oaks Properties  
- (915) 241-6975

Mr. Sergio Adame, P.E.  
- Brock & Bustillos  
- (915) 542-4900

Throughout his 32-year professional career, Mr. Olague has acquired an extensive and progressive experience in the fields of geotechnical engineering and construction materials engineering & testing. His experience includes private and public sector projects, from residential developments to construction of municipal and military infrastructure in southwest Texas, southern New Mexico, and southeastern Arizona. Mr. Olague has led geotechnical engineering for projects including water and wastewater, multi-story buildings, city roadways, bridges, embankments, educational facilities, medical facilities, parking garage structures, power plants, chemical plants, gas refining facilities, river levees, and slope stability studies.

Mr. Olague has collaborated directly or as a subconsultant in projects for clients that include the following: City of El Paso – Engineering and Construction Management Department (Capital Improvements), U.S. Army Corps of Engineers, Federal Aviation Administration, University Medical Center (R. E. Thomason County Hospital), Texas Parks & Wildlife Department, City of Las Cruces International Airport, El Paso Water Utilities, Housing Authority of the City of El Paso, El Paso Independent School District, Clint Independent School District, Canutillo Independent School District, Socorro Independent School District, Ysleta Independent School District, El Paso Community College, the University of Texas System (Office of Facilities, Planning and Construction), Brown and Caldwell, Hazen, AECOM, Jacobs, Walter P. Moore, and Moreno Cardenas, Inc., to name a few. Mr. Olague successfully completed the construction quality control training course sponsored by the U.S. Army Corps of Engineers in 2017.

Some of Mr. Olague's projects include the following:

- DHS/ICE New Headquarters in El Paso, Texas
- (Old) Beaumont Hospital in Ft. Bliss – 1 MG Ground Storage Tank
- Range 40/Route Orange Erosion Control Systems
- McGregor Range – Earth-Covered Magazine Bunkers
- Biggs Army Air Field – Renovation of Taxiway Bravo
- Range Road 5 Section 6A (5 miles), White Sands Missile Range, New Mexico
- Jail Annex Phase II Expansion, El Paso, Texas
- University Texas at El Paso – Sun Bowl Drive Multi-Story Parking Garage
- University Medical Center – West and East Clinics
- TopGolf – El Paso store
- iFly Indoor Skydiving Facility – El Paso store
- Terrace Hill High School (El Paso ISD)
- Borrow Pit Testing, Sunland Park Levee
- Roswell Air Center
- Ascent Aviation Roswell MRO Facility Phase I

Associations

- American Society of Civil Engineers (former State Director)
- American Council of Engineering Companies
- Society of American Military Engineers (currently serving as President of El Paso Post)
- UT El Paso – Alumni Association (Board of Directors)
- El Paso Hispanic Chamber of Commerce

As of January 3, 2023, Lydick Engineers and Surveyors, Inc. was acquired by LOI ENGINEERS, a consulting engineering firm located in El Paso, Texas that Mr. Olague owns and operates as principal engineer. Lydick has since then been able to offer complete in-house environmental and geotechnical analysis services. Together, Lydick Engineers and LOI ENGINEERS engage in the delivery of geotechnical engineering and management, environmental geosciences, construction materials testing, designing, and surveying services.



To:

Curry County

417 Gidding St., Suite 107

Clovis, New Mexico

Phone: 575-763-6016

Attention: Ben Roberts

broberts@currycounty.org

Subject:

Curry County Livestock Pavilion Flow Test Report

600 S Norris St

Clovis, New Mexico

Please see aerial photo attached for fire hydrant location and numbers.

Test Date: April 26, 2023

Test Time: 11:30 AM

Test By: Chris Apodaca

Test Witnessed By: Tyra Barron (See attached form with Signature)

Report By: Johnny C. Watson

**Fire Hydrant #1**

Flow: 1,250 gpm

Static Pressure: 99 psi

Residual Pressure: 55 psi

Fire Hydrant #2 pressure when Fire Hydrant #1 is flowing

Static Pressure: 110 psi

Residual Pressure: 76 psi

Fire Hydrant #3 pressure when Fire Hydrant #1 is flowing

Static Pressure: 98 psi

Residual Pressure: 78 psi

**Fire Hydrant #2**

Flow: 1,330 gpm

Static Pressure: 110 psi

Residual Pressure: 63 psi

Fire Hydrant #1 pressure when Fire Hydrant #2 is flowing

Static Pressure: 102 psi

Residual Pressure: 75 psi

Fire Hydrant #3 pressure when Fire Hydrant #2 is flowing

Static Pressure: 97 psi

Residual Pressure: 75 psi

**Fire Hydrant #3**

Flow: 1,250 gpm

Static Pressure: 98 psi

Residual Pressure: 55 psi

Fire Hydrant #1 pressure when Fire Hydrant #3 is flowing

Static Pressure: 99 psi

Residual Pressure: 78 psi

Fire Hydrant #2 pressure when Fire Hydrant #3 is flowing

Static Pressure: 104 psi

Residual Pressure: 81 psi



S North St

HYDRANT #1

HYDRANT #2

Fairgrounds Rd

Curry County Fairgrounds

Fairgrounds Rd

HYDRANT #3

E Brady Ave



HYDRANT #1

STATIC PRESSURE: 99

RESIDUAL PRESSURE: 55

FLOW: 1250

DATE: 4/26/23

TIME: 11:15

HYDRANT #2

STATIC PRESSURE: 110

RESIDUAL PRESSURE: 63

FLOW: 1330

DATE: 4/26/23

TIME: 11:25

HYDRANT #3

STATIC PRESSURE: 98

RESIDUAL PRESSURE: 55

FLOW: 1250

DATE: 4/26/23

TIME: 11:32

TEST BY: Chris Ajood

WITNESSED BY: Tyler B

## DOCUMENT 003132 - GEOTECHNICAL DATA

## 1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. A geotechnical investigation report for Project, prepared by Lydick Engineers & Surveyors, dated April 25, 2023, is available for viewing as appended to this Document.
- C. A memorandum to the geotechnical investigation report for Project, prepared by Lydick Engineers & Surveyors, dated June 8, 2023, is available for viewing as appended to this Document.
- D. Related Requirements:
  - 1. Document 00 3119 "Existing Condition Information" for information about existing conditions that is made available to bidders.

END OF DOCUMENT 00 3132

# Geotechnical Engineering Study

Proposed Livestock Pavilion  
Clovis, Curry County, New Mexico  
File No. J23-5-1011

Prepared for:

**Luchini Trujillo Structural Engineers, Inc.**

4110 Wolcott Ave. NE, Ste. C  
Albuquerque, New Mexico 87109

Prepared by:

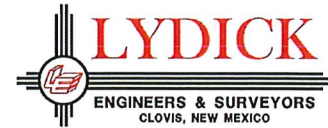
**Lydick Engineers & Surveyors**

205 East 2<sup>nd</sup> Street  
Clovis, New Mexico 88101

April 25, 2023



File No. J23-5-1011  
April 25, 2023



Mr. Eric D. Trujillo, P.E.  
Luchini Trujillo Structural Engineers, Inc  
4110 Wolcott Ave. NE, Ste. C  
Albuquerque, New Mexico 87109

Re: Geotechnical Engineering Report  
Proposed Livestock Pavilion  
Clovis, Curry County, New Mexico

Dear Mr. Trujillo:

We thank you for the opportunity to present the enclosed geotechnical engineering report for the above referenced project. This engineering report was prepared in accordance with the scope of services as presented in our proposal No. P23-1-01623, dated March 14, 2023, and authorized on March 29, 2023. The information we are presenting herein describes the procedures utilized for field and laboratory investigation, along with the results of our study.

It was a pleasure to work with you on this phase of your project, and we look forward to assist you further during the subsequent construction activities. If you have any questions regarding the information we present herein, please call us.

Respectfully submitted,  
**Lydick Engineers & Surveyors**

Handwritten signature of Christian Rodriguez in black ink.

Christian Rodriguez, E.I.T.  
Project Professional

Handwritten signature of Bernardino Olague in black ink.  
Bernardino Olague, P.E., PMP  
Principal Engineer  
Professional Engineer Seal for Bernardino Olague, New Mexico, License No. 13301.  
4/27/23

Copies: Above (1) Via E-mail  
File (1)

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## **1.0 INTRODUCTION**

We have completed the geotechnical engineering study for the proposed Livestock Pavilion, which will be located at the Curry County Fairgrounds, in Clovis, New Mexico. We were authorized to conduct this study by Mr. Erick D. Trujillo, P.E., representing Luchini Trujillo Structural Engineers (Client) on March 29, 2023.

## **2.0 PROJECT DESCRIPTION AND OBJECTIVE**

The project consists of the design and construction of a new livestock pavilion. The building will have a footprint of 60,000 square feet and is planned to be supported on shallow foundations. The project site is located in Clovis, Curry County, New Mexico. The General Location Map in Appendix A as Sheet A-1.1 depicts the project location. Prior to starting construction, the existing structure will be removed and shall be properly disposed of off-site.

## **3.0 FIELD AND LABORATORY INVESTIGATION**

### **3.1 Field Exploration**

In our field exploration phase, we drilled and sampled four (4) soil borings to depths of 25 feet and 26 ½ feet, respectively, below ground surface at representative locations within the proposed building footprint. We drilled and sampled the soil borings in general accordance with ASTM D-6151 and D-1586 procedures with a truck-mounted CME-75 drill rig. We located the borings in the field using property corners and street references included in the project plans provided by Client.

The soil boring locations are shown in the Boring Location Plan included in Appendix A of this report, in Sheet A-1.2. We also prepared a log of each soil boring to delineate the soil strata studied at the site. The soil boring logs (B-1 through B-4) are included in Appendix A of this report as Sheets A-2 through A-5. A key to the soil terminology used in the logs is included in Appendix B of this report as Sheets B-1 and B-2.

We conducted Standard Penetration Tests (SPT) at each representative soil strata in the soil borings to determine the relative density or consistency of the resident soils. The SPT is a widely recognized procedure that provides a numerical value of the soil strata being tested, indicating the number of blows that it takes for a standard 140-pound weight hammer with a standard 30-inch free fall drop to penetrate 12 inches into the soil. The SPT values for the soil strata in the soil borings are included in the soil boring logs.

As part of our field exploration, we collected representative soil samples from the soil borings at regular depth intervals using a standard 2-inch diameter split spoon sampler. We identified and labeled the samples according to boring number and depth, visually classified them according to ASTM D-2488, and placed them in moisture-proof containers for transportation to the laboratory for further evaluation and testing.

Unless we receive prompt notification from Client, we will store the samples collected from the field investigation in our laboratory for a period of 90 days from the date of this report, after which time we will discard the samples.

### 3.2 Geotechnical Laboratory Testing

In the laboratory, we determined the moisture content, particle size analysis, percent passing the No. 200 sieve, and Atterberg Limits of selected samples. We conducted these tests to determine the physical and engineering properties of representative soils at the site. These tests also allowed us to properly classify the resident soils in accordance with the Unified Soil Classification System (USCS). The results of our tests are included in the soil boring logs, adjacent to the depth at which the sample was recovered.

Table 1: Laboratory Testing Program

Type of Test	Number of Tests
Moisture Content (ASTM D-2216)	6
Percent Passing No. 200 Sieve (ASTM D-1140)	6
Atterberg Limits (ASTM D-4318)	6

### 3.3 Percolation Test

As part of our scope, we conducted two percolation tests at the northwest and south end of the site. Prior to commencing the test, we pre-soaked the test hole for 45 minutes. The results are presented below.

Table 2: Percolation Test Results

Location	Soil Description	Depth of Test (ft.)	Percolation Rate (minutes per inch)
P-1	Clayey sand (SC)	40	25
P-2	Lean clay (CL)	10	60

The clayey soils encountered during our field exploration at different locations throughout the site, may create a perched water table, hence reducing the percolation rate. Therefore, we recommend a pond invert elevation of at least 10 feet below ground surface. Our calculations yielded a 2:1 (H:V) slope, which will provide a factor of safety in excess of 2. We also recommend the installation of a system of dry wells to a depth of at least 30 feet below the existing ground surface, or penetrate below the clay stratum.

## 4.0 GENERAL SITE CONDITIONS

### 4.1 USDA Soil Conservation

According to the Natural Resources Conservation Service of the United States Department of Agriculture, the soils in this area correspond to the Ildefonso series, which is described as nearly level to moderately sloped soils composed of alluvium derived from igneous and sedimentary rock.

### 4.2 Site Topography and Site Conditions

The site is relatively level, and exhibited a 3-foot relief in a west-to-east direction. The site features a single-story metal structure, and a paved road around the building site. There is a fire hydrant on the east side of the site about 110 feet away from boring B-3. There is a chain link fence that borders the northern and eastern edges of the site. Northern side



of the site features a storage yard for the livestock. A retaining pond is located on the west side of the site.

### **4.3 Site Vegetation**

At the time of our field phase, the site exhibited moderate native vegetation consisting of weeds, and perennial grasses throughout the subject site.

### **4.4 Soil Stratigraphy**

The soils we encountered in the borings can be divided into two generalized soil strata as follows:

Stratum A, consisting of brown lean clays, was encountered from ground surface elevation, and extended to depths ranging from 5 feet to 25 feet below ground surface (BGS) in borings B-1 through B-4. These soils were encountered at a firm to hard consistency, with SPT values ranging from 6 to 50 blows per foot of penetration. These soils were encountered at a dry to moist to moist condition, with tested moisture content values ranging from 6 to 15 percent, and percent finer than the No. 200 sieve test results ranging from 80 to 51 percent. These soils exhibited tested liquid limit ranging from 23 to 29 and yielded plasticity index values ranging from 11 to 15. Soils in this stratum can be classified as CL in accordance with the USCS.

Stratum B, consisting of brown fine grained silty and clayey sands, were encountered underlying the Stratum A soils in boring B-2 extending to depth of 15 feet BGS, and at ground surface elevation extending to a depth of 2½ feet in boring B-3. These soils were encountered at a medium dense to dense relative density, with SPT values ranging from 12 to 36 blows per foot of penetration. These soils were encountered at a dry to dry to moist condition, with tested moisture content values ranging from 4 to 8 percent. Soils in this stratum can be classified as SM or SC in accordance with the USCS.

## **4.5 Groundwater**

Groundwater was not present in the borings drilled during the time of our field exploration. The groundwater table at the site is anticipated to be at depths well below the planned depth of the foundation system and related excavations at the site.

## **5.0 ENGINEERING EVALUATION**

### **5.1 Structural Information**

Based on our experience with similar projects, we have assumed wall and point loads on the order of 3,500 pounds per linear foot and 50 kips respectively, in our geotechnical engineering analysis. If the final loads differ significantly from the assumed values presented herein, Lydick Engineers & Surveyors should be notified immediately so that we may conduct further analysis to determine whether our recommendations need to be revised, as appropriate.

### **5.2 Vertical Movements Due to Expansive Soils**

We calculated the Potential Vertical Rise (PVR) of the existing soil profile from our soil borings. The soils encountered in our borings exhibited relatively moderate plasticity characteristics. The calculated PVR of the existing soil conditions is ½ inch.

### **5.3 Site Preparation**

Any vegetation and the existing wooden fence within structural areas at the site should be removed prior to grading. In addition, any voids left after removal of the existing building foundations that will be demolished, shall be backfilled as recommended in Section 5.9 of this report.

## 5.4 Foundation Recommendations

The proposed Livestock Pavilion structures may be supported on a shallow foundation system. This foundation system should be dimensioned using the parameters shown in the following table:

Table 2: Foundation Recommendations

Type of Foundation	Allowable Soil Bearing Capacity (lb/ft <sup>2</sup> )	Minimum Footing Width (in.)	Minimum Footing Bearing Depth (in.)	Minimum Select Fill Below Bottom of Footing Elevation (in.)
Individual Spread	2,100	24	18	36
Continuous	2,000	18	18	36

The horizontal limits of over excavation shall extend 12 inches beyond the footing line.

Foundation systems designed and constructed based on the above data and parameters should experience total settlement of less than one inch. It is very important to provide adequate drainage to eliminate water accumulation or infiltration near the proposed building. Based on our settlement calculations using Schmertmann's method total settlements were estimated at 1-inch for a time equal to 1 year ( $T=1\text{yr.}$ ).

Although differential settlement is typically estimated to be about one-half the total settlement ( $D_s=1/2\text{-inch}$ ), differential movements across foundations may approach the total settlement if loose or soft soil deposits are left within the foundation footprints. The foundation system to be designed in accordance with the above criteria considers a safety factor of 3. Floor slabs should also be supported on select fill as recommended in Section 5.6 of this report.

## 5.5 Trench Guidelines

We recommend adequate protection on the faces of the excavations to prevent hazards from falling material. Adequate sloping on the faces of the excavations should also be implemented to avoid possible soil sloughing.

The Occupational Safety and Health Administration (OSHA) classifies soils for the purpose of defining stable slopes to be used in trenching applications.

The soils found during our field exploration, are considered Type C materials. For temporary slopes in soil trenching for this project, Type C soils can have a maximum slope of 1½:1 (H:V).

The contractor may be required to utilize shielded trench systems during the construction phase whenever excavations deeper than 5 feet are required taking into consideration site constraints such as vehicular traffic, existing underground lines (fuel, natural gas, telecommunication, and water), overhead lines, and existing structures.

We should note that the information included in this report is for design purposes, and is not intended to provide a trench safety plan. The contractor should develop a trench safety plan in accordance with the requirements of OSHA and specifications in the project plans. If trench shields will be used, these should be selected appropriately to retain the lateral loads from the native coarse grained soils.

## **5.6 Floor Slabs**

Floor slabs for the proposed Livestock Pavilion should be built on a minimum of 18 inches of compacted select fill material or suitable subgrade soils. A modulus of subgrade reaction of 200 pounds per cubic inch may be used for backfill materials in the design of floor slabs.

## **5.7 Site Drainage**

Positive surface drainage should be provided during and after construction by sloping the ground surface a minimum of two percent graded away from the structures for a minimum distance of 5 feet. Irrigated planters should not be allowed adjacent to the structures. Underground water and sewer lines should be properly installed underneath the structures to reduce the possibility of moisture infiltration in the event of plumbing leaks.

## 5.8 Seismic Considerations

The seismic site classification for the subject area was evaluated using the criteria given in the 2015 International Building Code (2015 IBC). Based on the project information and soil test borings, we recommend the parameters shown in Table 3 be used for design purposes.

Table 3: Seismic Design Parameters (2015 International Building Code)

Parameter	Value
Site Class	D
Site Location (latitude, longitude)	34.905490, -106.053318
$S_{MS}$ – Spectral Response Acceleration for Short Periods	0.519g
$S_{M1}$ – Spectral Response Acceleration for a 1-Second Period	0.248g
$S_{DS}$ – Design Spectral Response Acceleration for Short Periods	0.346g
$S_{D1}$ – Design Spectral Response Acceleration for a 1-Second Period	0.165g

## 5.9 Select Fill

Select fill material used for site grading should be granular, cohesionless, and free of deleterious material and particles over 4 inches in greatest dimension. Soils proposed for use as fill materials should be classified in accordance with ASTM D-2487. The following soils classified in accordance with the Unified Soil Classification System (USCS) can be considered satisfactory for use as select fill.

GM, GC, GW-GM, GW-GC, GP, GP-GM and GP-GC, SM, SC, SW-SM, SW-SC, SP-SM, SW-SC and SC-SM.

The following USCS-classified soils are not considered satisfactory for use as select fill.

CH, CL, MH, ML, OH, OL and PT, or soils that exceed a liquid limit of 40 and a plasticity index of 15.

The Stratum A soils encountered in our borings are **NOT** suitable for use as select fill. The Stratum B soils encountered in our borings are suitable for use as select fill material, provided they meet the above criteria for acceptable fill materials.

Select fill should be placed in uniform layers not exceeding 8 inches in compacted thickness, moisture-conditioned to add the amount of moisture required for optimum compaction and compacted to a minimum of 95 percent of maximum density in accordance with ASTM D-1557 (modified Proctor) procedures. The moisture content should be at plus or minus 3 percent of optimum moisture content in accordance with ASTM D-1557.

This compaction requirement also applies to the subgrade soils that will receive select fill. However, if the subgrade soils consist of cohesive soils such as CL or CH, or if the plasticity index exceeds 18, the subgrade soils should be compacted to a minimum of 90 percent of the above standard.

Compaction of the fill material and subgrade soils should be conducted with approved types of pneumatic, power or tamping equipment. Determination of density in the field should be conducted in accordance with ASTM D-2922 or D-1556.

### **5.10 New Construction near Existing Structures and Utilities**

Contractor shall exercise extreme care during footing excavation and site preparation near the existing building to avoid encroaching into the existing foundation systems, hence preventing adversely affecting or undermining the performance and structural integrity of the existing building and associated appurtenances. We recommend that before any excavation or earthwork takes place, all underground utilities be located to prevent damages to the existing infrastructure. We also recommend that any underground utilities that may encroach the proposed foundations system be decommissioned, removed and/or relocated, and the voids need to be filled with select fill as recommended in Section 5.9 of this report.

We recommend that ten (10) days prior to commencing any excavation near the existing building, the contractor shall submit a plan describing how they will protect the existing structures during construction activities. Protective measures may include, but may not be limited to temporary shoring and/or phased excavation.

## **6.0 ADDITIONAL CONSIDERATIONS**

### **6.1 Construction Monitoring**

We recommend that Client retain Lydick Engineers & Surveyors during the construction phase of this project to verify the findings of our study, and to provide supplemental data to this study in the event that site conditions vary from those described in this report.

The geotechnical engineer should also conduct testing of fill materials used for earthwork operations at the following frequencies:

- At least one (1) moisture-density relationship (ASTM D-1557) and soil classification tests (ASTM D-6913 and ASTM D-4318) for each type of material encountered, or imported material to be used.
- Soil density (compaction) testing in accordance with ASTM D-6938 or D-1556 using the following testing frequencies:
  - Building pad area – A minimum of one (1) density test per lift (8-inch compacted) for every 2,500 square feet.
  - Pipe area – A minimum of one (1) density test per lift (8-inch compacted) for every 150 linear feet for pipe bedding and backfill operations, or at least three (3) tests per lift, whichever is greater.

Sampling and testing for quality assurance of concrete materials should be performed at the following frequency:

- A minimum of one (1) set of four specimens should be collected for every 50 cubic yards of concrete placed, or fraction thereof. Concrete field testing shall include temperature, slump, and air content (if applicable).

## **6.2 Limitations**

We have performed our professional services and have obtained the data presented in this report in accordance with generally accepted geotechnical engineering principles and practices. The information in this report is based on the data obtained from four representative test borings and laboratory testing conducted on representative samples, and on our knowledge of the project conditions at the time of our subsurface soil study.

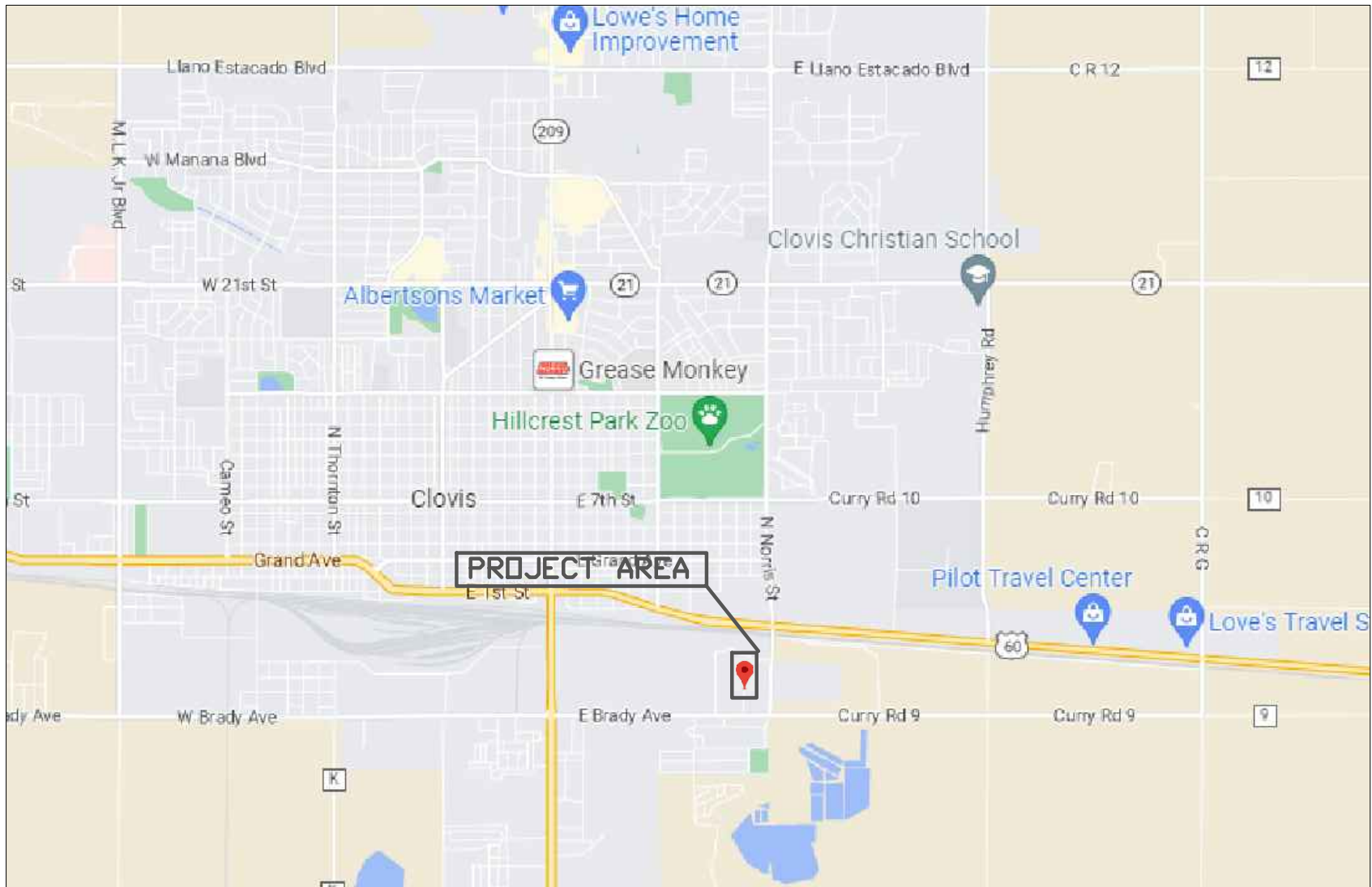
The data in this report reflects subsurface soil conditions only at the specific sampling location, time of sampling, and to the depths indicated in our report. This report is not intended to identify or address any potential environmental concerns associated with the project site.



We recommend that Client notify Lydick Engineers & Surveyors of any changes to the project conditions considered in this report, so that we may provide pertinent modifications to our recommendations if deemed necessary. Additionally, once construction commences, we should be notified of any unusual site conditions that appear to vary from those reported herein, so that we may conduct further investigations and prepare supplemental recommendations if deemed necessary.

We conducted this investigation for the purpose of defining the subsurface soil conditions for the proposed Livestock Pavilion at Curry County Fairgrounds, Clovis, New Mexico. Use of this information for projects other than the one described herein will not be adequate.






## APPENDIX A



<p><b>LEGEND</b></p>	<p><b>GEOTECHNICAL CONSULTANT</b></p>	<p><b>CLIENT</b></p>	<p><b>DRAWING TITLE</b>      <b>GENERAL LOCATION MAP</b></p>									
<p> APPROXIMATE PROJECT LOCATION</p>	<p> <b>LYDICK</b> 575-762-3771 ENGINEERS &amp; SURVEYORS CLOVIS, NEW MEXICO 205 E. SECOND STREET CLOVIS, NM 88101</p>	<p>LUCHINI TRUJILLO STRUCTURAL ENGINEERS, INC. 4110 WOLCOTT AVE. NE, STE. C ALBUQUERQUE, NM 87109</p>	<p><b>PROJECT NAME</b> CURRY COUNTY LIVESTOCK PAVILION CLOVIS, CURRY COUNTY, NEW MEXICO</p> <table border="1" data-bbox="1407 1453 1984 1542"> <tr> <td><b>DRAWN BY</b> G.T.</td> <td><b>REVIEWED BY</b> G.M.</td> <td><b>APPROVED BY</b> B.O.</td> <td><b>SCALE</b> N.T.S.</td> </tr> <tr> <td><b>PROJECT No.</b> J23-1-1011</td> <td><b>FILE NAME</b> SITE PLAN</td> <td><b>DATE</b> 4/4/23</td> <td><b>SHEET No.</b> A-1.1</td> </tr> </table>		<b>DRAWN BY</b> G.T.	<b>REVIEWED BY</b> G.M.	<b>APPROVED BY</b> B.O.	<b>SCALE</b> N.T.S.	<b>PROJECT No.</b> J23-1-1011	<b>FILE NAME</b> SITE PLAN	<b>DATE</b> 4/4/23	<b>SHEET No.</b> A-1.1
<b>DRAWN BY</b> G.T.	<b>REVIEWED BY</b> G.M.	<b>APPROVED BY</b> B.O.	<b>SCALE</b> N.T.S.									
<b>PROJECT No.</b> J23-1-1011	<b>FILE NAME</b> SITE PLAN	<b>DATE</b> 4/4/23	<b>SHEET No.</b> A-1.1									



<p><b>LEGEND</b></p>	<p><b>GEOTECHNICAL CONSULTANT</b></p>	<p><b>CLIENT</b></p>	<p><b>DRAWING TITLE</b>      <b>BORING LOCATION PLAN</b></p>											
<p>  APPROXIMATE BORING LOCATION AND NUMBER   APPROXIMATE PERCOLATION TEST LOCATION AND NUMBER         </p>	<p>  <b>LYDICK</b> 575-762-3771            ENGINEERS &amp; SURVEYORS CLOVIS, NEW MEXICO            205 E. SECOND STREET            CLOVIS, NM 88101         </p>	<p>           LUCHINI TRUJILLO STRUCTURAL ENGINEERS, INC.            4110 WOLCOTT AVE. NE, STE. C            ALBUQUERQUE, NM 87109         </p>	<p><b>PROJECT NAME</b>      <b>CURRY COUNTY LIVESTOCK PAVILION</b>  <b>CLOVIS, CURRY COUNTY, NEW MEXICO</b></p> <table border="1" data-bbox="1407 1469 1984 1542"> <tr> <td data-bbox="1407 1469 1554 1502"> <p><b>DRAWN BY</b>      G.T.</p> </td> <td data-bbox="1554 1469 1701 1502"> <p><b>REVIEWED BY</b>      G.M.</p> </td> <td data-bbox="1701 1469 1837 1502"> <p><b>APPROVED BY</b>      B.O.</p> </td> <td data-bbox="1837 1469 1984 1502"> <p><b>SCALE</b>      N.T.S.</p> </td> </tr> <tr> <td data-bbox="1407 1502 1554 1542"> <p><b>PROJECT No.</b>      J23-1-1011</p> </td> <td data-bbox="1554 1502 1701 1542"> <p><b>FILE NAME</b>      SITE PLAN</p> </td> <td data-bbox="1701 1502 1837 1542"> <p><b>DATE</b>      4/4/23</p> </td> <td data-bbox="1837 1502 1984 1542"> <p><b>SHEET No.</b>      A-1.2</p> </td> </tr> </table>				<p><b>DRAWN BY</b>      G.T.</p>	<p><b>REVIEWED BY</b>      G.M.</p>	<p><b>APPROVED BY</b>      B.O.</p>	<p><b>SCALE</b>      N.T.S.</p>	<p><b>PROJECT No.</b>      J23-1-1011</p>	<p><b>FILE NAME</b>      SITE PLAN</p>	<p><b>DATE</b>      4/4/23</p>	<p><b>SHEET No.</b>      A-1.2</p>
<p><b>DRAWN BY</b>      G.T.</p>	<p><b>REVIEWED BY</b>      G.M.</p>	<p><b>APPROVED BY</b>      B.O.</p>	<p><b>SCALE</b>      N.T.S.</p>											
<p><b>PROJECT No.</b>      J23-1-1011</p>	<p><b>FILE NAME</b>      SITE PLAN</p>	<p><b>DATE</b>      4/4/23</p>	<p><b>SHEET No.</b>      A-1.2</p>											

# LOG OF TEST BORING No. B-1

Project name: Livestock Pavilion at Curry County  
 File No.: J23-1-1011  
 Date Drilled: 4/3/23  
 Boring Location: See Sheet A-1.2  
 Elevation (ft): N/A North: N/A West: N/A



Elevation and Depth (ft.)	Samples	Soil symbols	Soil Description	USCS symbol	Moisture content, %	Minus #200 sieve, %	Liquid limit	Plastic limit	Plasticity index	SPT N-Value	
										Blows per foot (N)	CURVE
0			CLAY, lean, with sand, dark brown, stiff, dry to moist	CL	9	80	26	13	13	13	10
			-very stiff at 2.5 feet		6	75	25	12	13	29	
5			SAND, fine grained, clayey, brown, dense, dry to moist	SC	6					36	30
			-medium dense at 7.5 feet							12	
10				SC	8					25	40
15			CLAY, lean, sandy, brown. hard, moist	CL	12					50+	50+
			-very stiff at 20 feet							30	
25			-hard and dry to moist at 25 feet		10					41	
			Termination depth at 26.5 feet								
30											

Groundwater Table Data

Depth	Date	Time
NGWE	N/A	N/A

- Sample Type
- Auger cutting
  - 2" O.D. split spoon
  - 3" O.D. split tube
  - Thin-walled Shelby tube

Rig type: CME-75  
 Boring type: HSA  
 Drilled by: JFL  
 Logger: GT  
 Sheet No.: A-2

# LOG OF TEST BORING No. B-2

Project name: Livestock Pavilion at Curry County  
 File No.: J23-1-1011  
 Date Drilled: 4/3/23  
 Boring Location: See Sheet A-1.2  
 Elevation (ft): N/A North: N/A West: N/A



Elevation and Depth (ft.)	Samples	Soil symbols	Soil Description	USCS symbol	Moisture content, %	Minus #200 sieve, %	Liquid limit	Plastic limit	Plasticity index	SPT N-Value	
										Blows per foot (N)	CURVE
0			CLAY, lean, brown, very stiff, dry to moist	CL	8					23	
			SAND, fine grained, clayey, brown, loose, moist	SC	11	45	25	12	13	8	
5			CLAY, lean, brown, stiff, moist							14	
					12					10	
10			-firm at 10 feet							8	
15			-hard at 15 feet	CL	11					35	
20			-very stiff at 20 feet							20	
25					11					25	
			Termination depth at 26.5 feet								
30											

Groundwater Table Data

Depth	Date	Time
NGWE	N/A	N/A

- Sample Type
- Auger cutting
  - 2" O.D. split spoon
  - 3" O.D. split tube
  - Thin-walled Shelby tube

Rig type: CME-75  
 Boring type: HSA  
 Drilled by: JFL  
 Logger: GT  
 Sheet No.: A-3

# LOG OF TEST BORING No. B-3

Project name: Livestock Pavilion at Curry County  
 File No.: J23-1-1011  
 Date Drilled: 4/3/23  
 Boring Location: See Sheet A-1.2  
 Elevation (ft): N/A North: N/A West: N/A



Elevation and Depth (ft.)	Samples	Soil symbols	Soil Description	USCS symbol	Moisture content, %	Minus #200 sieve, %	Liquid limit	Plastic limit	Plasticity index	SPT N-Value CURVE	
										Blows per foot (N)	10 30 50
0			SAND, fine grained, silty, brown, medium dense, dry	SM	4					17	
			CLAY, lean, sandy, stiff, brown, moist		15	74	28	13	15	13	
5										14	
					13					16	
10			-firm at 10 feet		13					8	
15			-very stiff at 15 feet	CL						24	
20					12					28	
25										19	
			Termination depth at 26.5 feet								
30											

Groundwater Table Data

Depth	Date	Time
NGWE	N/A	N/A

- Sample Type
- Auger cutting
  - 2" O.D. split spoon
  - 3" O.D. split tube
  - Thin-walled Shelby tube

Rig type: CME-75  
 Boring type: HSA  
 Drilled by: JFL  
 Logger: GT  
 Sheet No.: A-4

# LOG OF TEST BORING No. B-4

Project name: Livestock Pavilion at Curry County  
 File No.: J23-1-1011  
 Date Drilled: 4/3/23  
 Boring Location: See Sheet A-1.2  
 Elevation (ft): N/A North: N/A West: N/A



Elevation and Depth (ft.)	Samples	Soil symbols	Soil Description	USCS symbol	Moisture content, %	Minus #200 sieve, %	Liquid limit	Plastic limit	Plasticity index	SPT N-Value CURVE		
										Blows per foot (N)		
0			CLAY, lean, brown, stiff, dry to moist	CL	10	51	29	14	15	12	10	
			-firm and moist at 2.5 feet		12						6	
5			-very stiff at 5 feet								16	
			-dry to moist at 7.5 feet		10						17	
10			-firm and moist at 10 feet		11						6	
15			-very stiff at 15 feet								25	
20			-stiff at 20 feet		11	76	23	12	11	11	11	
25			- very stiff at 25 feet		12						18	
			Termination depth at 26.5 feet									
30												

Groundwater Table Data

Depth	Date	Time
NGWE	N/A	N/A

- Sample Type
- Auger cutting
  - 2" O.D. split spoon
  - 3" O.D. split tube
  - Thin-walled Shelby tube

Rig type: CME-75  
 Boring type: HSA  
 Drilled by: JFL  
 Logger: GT  
 Sheet No.: A-5

# SUMMARY OF RESULTS



Project: Livestock Pavillion at Curry County Fairgrounds  
Clovis, Curry County, New Mexico

Project No.: J23-1-1011

Date: 04/25/23

Boring No.	Depth ( ft. )	% Moisture Content	% Material passing # 4	% Material passing # 40	% Material minus # 200	LL	PL	PI	Soil Classification
1	0-1½	9	100	96	80	26	13	13	Lean clay with sand (CL)
1	2½-4	6	98	89	75	25	12	13	Lean clay with sand (CL)
2	2½-4	11	89	64	45	25	13	12	Clayey sand (SC)
3	2½-4	15	98	89	74	28	13	15	Lean clay with sand (CL)
4	0-1½	10	79	60	51	29	14	15	Sandy lean clay (CL)
4	20-21½	11	99	95	76	23	12	11	Lean clay with sand (CL)



## APPENDIX B

# SOIL TERMINOLOGY

**COARSE GRAINED SOILS:** More than 50 percent retained on No. 200 sieve. Includes fine, medium, or coarse grained (depending on grain size) gravel and sand, and silty and/or clayey gravel and sand. Density is described according to relative density measured in the laboratory, or sampler resistance in the field as follows:

Penetration Resistance* (Blows per Foot)	Descriptive Term	Relative Density** (Percent)
0 - 4	Very Loose	0 - 15
5 - 9	Loose	15 - 35
10 - 29	Medium Dense	35 - 65
30 - 49	Dense	65 - 85
More than 50	Very Dense	85 - 100

\* From Standard Penetration Test with 140-pound hammer, 30-inch drop.  
 \*\* From relative density tests on undisturbed sand sample.

**FINE GRAINED SOILS:** More than 50 percent passing through the No. 200 sieve. Includes organic and inorganic silt and clay, gravelly and/or sandy silt and clay, silty clay, and clayey silt. Consistency is described according to shear strength, from unconfined compression tests in the laboratory, penetrometer tests in the field or laboratory, or sampler resistance in the field as follows:


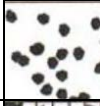

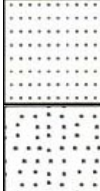
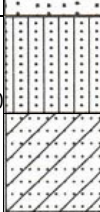




Compressive Strength* (Tons per Square Foot)	Descriptive Term	Penetration Resistance** (Blows per Foot)
Less than 0.25	Very Soft	Less than 2
0.25 - 0.50	Soft	2 - 4
0.50 - 1.00	Firm	5 - 8
1.00 - 2.00	Stiff	9 - 15
2.00 - 4.00	Very Stiff	16 - 50
4.00 and higher	Hard	50 and higher

\* From unconfined compression strength test.  
 \*\* From Standard Penetration Test with 140-pound hammer, 30 inch drop.

- Slicken sided:** With inclined planes of weakness of slick and glassy appearance.
- Fissured:** With shrinkage cracks that are frequently filled with fine sand.
- Laminated:** With thin layers of varying colors and texture.
- Interbedded:** With alternate layers of different soil types.
- Calcareous:** With noticeable quantities of calcium carbonate.
- Sensitive:** Applies to cohesive soils that are subject to loss of strength when remolded.
- Well graded:** With wide range in grain sizes and good distribution of intermediate particle sizes.
- Poorly graded:** With one predominant grain size, or a poor distribution with intermediate sizes missing.

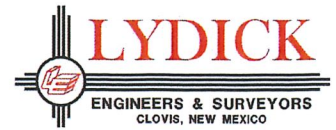
# SOIL SYMBOLS

Identification of the major soil divisions used to distinguish the change of a different stratum. For their combinations and a more detailed description, see UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487-00)

MAJOR SOIL DIVISIONS		SOIL SYMBOL	USCS SYMBOL	TYPICAL NAME			
Coarse-Grained Soils ( < 50% pass No. 200 sieve)	GRAVELS (<50% pass No. 4 sieve)		<b>GW</b>	Well-Graded Gravels			
			<b>GP</b>	Poorly-Graded Gravels			
			<b>GM</b>	Silty Gravels			
			<b>GC</b>	Clayey Gravels			
	SANDS (> 50% pass No. 4 sieve)		<b>SW</b>	Well-Graded Sands			
			<b>SP</b>	Poorly-Graded Sands			
			<b>SM</b>	Silty Sands			
			<b>SC</b>	Clayey Sands			
			Fine-Grained Soils ( > 50% pass No. 200 sieve)	SILTS		<b>ML</b>	Inorganic Silts (slightly plastic)
						<b>MH</b>	Inorganic Silts (elastic)
CLAYS		<b>CL</b>		Inorganic Clays (lean clays)			
		<b>CH</b>		Inorganic Clays (Fat clays)			

\*Liquid Limit of the soil  
 NV: No value obtained; NP: Non-plastic

# PROJECT MEMORANDUM



Date: June 8, 2023

To: Mr. Eric D. Trujillo, P.E.  
Luchini Trujillo Structural Engineers, Inc

Cc: Mr. Ben Roberts  
Public Service Director  
Curry County

From: Bernardino Olague, P.E.  
Project Engineer

Subject: Proposed Livestock Pavilion  
Clovis, Curry County, New Mexico  
LOI File No. J23-1-1011



The purpose of this project memorandum is to provide supplemental geotechnical recommendations for the proposed Livestock Pavilion, which will be located at the Curry County Fairgrounds, in Clovis, New Mexico. Our supplemental analysis includes recommendations for soil blending in order to utilize on-site soils as select fill material.

Based on the results our geotechnical study (LOI File No. J23-1-1011) issued on April 25, 2023, the near-surface soils encountered generally consisted of lean clays intermixed with various amounts of fine to medium grained sands. These soils may be used as select fill material provided the native soils are blended with imported soils with no more than 20 percent passing the No. 200 sieve, and that the resulting blend meets the requirements set forth in the Select Fill section of the aforementioned report. We recommend the improved subgrade blend be made up of one-part native soil, and one-part imported soils.

It was a pleasure to assist you on this subject. If you have any questions regarding the information we present herein, please call us.

SECTION 007213 – GENERAL CONDITIONS

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- A. The General Conditions of the Contract for Construction form sample follows this page.

END OF SECTION



# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## *General Conditions of the Contract for Construction*

for the following PROJECT:  
*(Name and location or address)*

THE OWNER:  
*(Name, legal status and address)*

THE ARCHITECT:  
*(Name, legal status and address)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

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 Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.**

**§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.**

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions 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.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract 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.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. 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.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the



site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor 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 Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract 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 Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor 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 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor'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 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor 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 Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor 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 Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents 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, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect 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 Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such 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, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the



Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor 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 Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 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 Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor 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 Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of 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 Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, 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 the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction 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 and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, 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 Contract 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 in the Contract Sum, 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 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

## § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

## § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, 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 Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of 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 Contractor 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 Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor 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 Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

## § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work 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 Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for 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 Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor 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 Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, 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 Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract 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 Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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 Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 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 Contractor, provided such occupancy or use is consented to by the insurer 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 Contractor 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 Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor 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 Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, 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 Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such 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 Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor 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 Contractor shall take reasonable precautions for safety of, and shall provide 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 Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor 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 Contractor 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 notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 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 Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor 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 either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract 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 Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 Contractor 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 Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have 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 Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents 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.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor 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 Contractor, the Contractor 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 Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### § 12.2 Correction of Work

##### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor 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 Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract 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 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor 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 upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor 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 Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, 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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include 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 Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor 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 subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

##### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

##### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section



15.1.3 shall be given. The Contractor'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.

§ 15.1.6.2 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.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor 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.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of 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.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, 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 Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 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.

### § 15.3 Mediation

§ 15.3.1 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 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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 thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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.

§ 15.4.1.1 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. For statute of limitations 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.

§ 15.4.2 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 thereof.

§ 15.4.3 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.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample

SECTION 007346 – WAGE RATE DETERMINATION

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 WAGE RATE DETERMINATION

- A. The state Minimum Wage Rate Determination and related documents are attached as follows.

END OF SECTION



## **2023 SUBSISTENCE, ZONE AND INCENTIVE PAY RATES**

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

### **Asbestos workers or heat and frost insulators**

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

### **Boilermakers/Blacksmiths**

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

### **Bricklayers**

- (1) Between 70 and 120 miles, \$55.00 per day
- (2) 121 or more miles, \$70.00 per day

### **Cement Masons**

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

### **Drywall Finishers and Tapers**

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

### **Electricians (inside classifications)**

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.
    - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
    - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### **Electricians (outside classification)**

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos county.

## **Glaziers**

- (1) When out-of-town travel is required, the employer shall pay the employee for suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

## **Ironworkers**

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe county, travel time shall be paid at \$3.00 per hour.

## **Laborers**

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
  - (a) Work travel under 50 miles is a "free zone";
  - (b) The municipal limit of the city of Santa Fe is \$30.00 per day;
  - (c) Work travel between 50 and 75 miles from the union hall to include the municipal limits of Estancia, Grants, and Socorro is \$40.00 per day.
  - (d) All work over 75 miles from the union hall is \$50.00 per day.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.

## **Millwrights**

- (1) Work travel between 76 and 150 miles should be compensated at \$50.00 per day.
- (2) Work travel greater than 150 miles should be compensated at \$75.00 per day.

## **Operating Engineers**

- (1) Type A operators should be compensated for zone and subsistence as follows:
  - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
  - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.
  - (b) Zone and subsistence for Albuquerque and Santa Fe are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$45.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$75.00 per day.
  - (c) Zone and subsistence for Los Alamos county, \$50.00 per day.
  - (d) Zone and subsistence for Farmington is as follows:
    - (i) work travel between 35 and 75 miles from the base point compensated at \$45.00 per day,
    - (ii) work travel over 100 miles from the base point compensated at \$75.00 per day.
  - (e) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

## **Painters**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.





- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Paper hangers**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Plasterers**

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

### **Plumbers and pipefitters**

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.
- (3) Los Alamos county workers receive \$0.80 per hour incentive pay plus base and fringe.

### **Roofers**

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

### **Sheet metal workers**

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$80.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

### **Soft floor layer**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

### **Sprinkler fitters**

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$22.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$32.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$120.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.



## TYPE "B" – GENERAL BUILDING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
<b>Asbestos Workers/Heat and Frost insulators</b>	35.56	12.26	0.60
<b>Asbestos Workers/Heat and Frost insulators: Los Alamos County</b>	37.99	12.26	0.60
<b>Boilermaker/blacksmith</b>	35.88	32.28	0.60
<b>Boilermaker/blacksmith: San Juan County</b>	36.83	31.88	0.60
<b>Bricklayer/Block layer/Stonemason</b>	24.97	9.50	0.60
<b>Carpenter/Lather</b>	27.73	12.14	0.60
<b>Carpenter: Los Alamos County</b>	33.18	13.58	0.60
<b>Millwright/pile driver</b>	37.10	28.30	0.60
<b>Cement Mason</b>	23.04	11.30	0.60
<b>Electricians-Outside Classifications: Zone 1</b>			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
<b>Electricians-Outside Classification: Zone 2</b>			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60

Cable Splicer	47.22	18.81	0.60
<b>Electricians-Outside Classifications: Los Alamos County</b>			
Ground man	26.15	11.78	0.60
Equipment Operator	37.54	16.13	0.60
Lineman or technician	47.29	18.82	0.60
Cable Splicer	51.93	19.98	0.60
<b>Electricians-Inside Classifications: Zone 1</b>			
Wireman/low voltage technician	36.75	12.40	0.60
Cable Splicer	40.43	12.51	0.60
<b>Electricians-Inside Classification: Zone 2</b>			
Wireman/low voltage technician	40.06	12.50	0.60
Cable Splicer	43.74	12.61	0.60
<b>Electricians-Inside Classification: Zone 3</b>			
Wireman/low voltage technician	42.26	12.57	0.60
Cable Splicer	45.94	12.68	0.60
<b>Electricians-Inside Classification: Zone 4</b>			
Wireman/low voltage technician	46.31	12.69	0.60
Cable Splicer	49.99	12.80	0.60
<b>Electricians-Inside Classification: Dona Ana, Hidalgo, Luna and Otero Counties</b>			
Wireman/low voltage technician	32.07	9.81	0.60
Cable splicer	32.07	9.81	0.60
<b>Electricians-Inside Classification: Los Alamos County</b>			
Wireman/low voltage technician	42.26	14.68	0.60
Cable Splicer	45.94	14.98	0.60
<b>Elevator Constructor</b>	48.93	37.49	0.60

<b>Elevator Constructor Helper</b>	39.14	37.49	0.60
<b>Glazier</b>			
Journeyman/Fabricator	21.25	6.70	0.60
Delivery Driver	12.00	6.70	0.60
<b>Glazier: Los Alamos county</b>	21.25	6.70	0.60
<b>Ironworker</b>	28.05	18.30	0.60
<b>Painter</b>	18.25	8.50	0.60
<b>Painter: Los Alamos county</b>	29.51	10.35	0.60
<b>Paper Hanger</b>	18.25	8.50	0.60
<b>Paper Hanger: Los Alamos county</b>	30.33	10.35	0.60
<b>Drywall Finisher/Taper - Light Commercial &amp; Residential</b>			
Ames tool operator	26.82	8.40	0.60
Hand finisher/machine texture	25.82	8.40	0.60
<b>Drywall Finisher/Taper – Light Commercial &amp; Residential: Los Alamos county</b>	29.51	10.35	0.60
<b>Plasterer</b>	24.34	9.79	0.60
<b>Plumber/Pipefitter</b>	35.11	13.40	0.60
<b>Roofer</b>	26.94	9.36	0.60
<b>Sheet metal worker</b>			
Zone 1	35.44	19.00	0.60
Zone 2 – Industrial	36.44	19.00	0.60
Zone 3 – Los Alamos County	37.44	19.00	0.60
<b>Soft Floor Layer</b>	21.00	9.20	0.60
<b>Soft Floor Layer: Los Alamos county</b>	29.55	10.45	0.60
<b>Sprinkler Fitter</b>	34.18	24.44	0.60
<b>Tile Setter</b>	24.46	8.81	0.60
<b>Tile Setter Helper/Finisher</b>	16.53	8.81	0.60
<b>Laborers</b>			
Group I- Unskilled	19.25	7.93	0.60

Group II – Semi-skilled	19.25	7.93	0.60
Group III- Skilled	20.25	7.93	0.60
Group IV - Specialty	22.50	7.93	0.60
<b>Masonry Laborers</b>			
Group I- Unskilled and Semi-Skilled	19.75	8.09	0.60
Group II- Skilled	21.50	8.09	0.60
Group III- Specialty	22.00	8.09	0.60
<b>Operators</b>			
Group I	23.32	7.67	0.60
Group II	25.48	7.67	0.60
Group III	25.94	7.67	0.60
Group IV	26.38	7.67	0.60
Group V	26.57	7.67	0.60
Group VI	26.78	7.67	0.60
Group VII	26.89	7.67	0.60
Group VIII	29.93	7.67	0.60
Group IX	32.32	7.67	0.60
Group X	35.72	7.67	0.60
<b>Truck Drivers</b>			
Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

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**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).



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Labor Relations Division  
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## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.



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- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

### **Subcontractor**

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

### **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

### **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@dws.nm.gov](mailto:public.works@dws.nm.gov) or call (505) 841-4400.



**SECTION 01 1000 - SUMMARY****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes:
  - 1. Work sequence.
  - 2. Contractor use of site.
  - 3. Definitions.
  - 4. Abbreviations.
- B. Related documents and sections:
  - 1. Section 01 2310 - Bid Lots

**1.2 CONTRACTOR USE OF SITE**

- A. The project site will be partially occupied during construction. Cooperate with Owner to minimize conflict and to facilitate Owner's operations during regular and after-hours use.
- B. Contractor will have restricted use of site to allow Owner occupancy.
  - 1. Access to site by trucks, equipment, and automobiles: Owner shall designate entrance route to site and location for Temporary Facilities and Controls.
  - 2. On-site construction vehicle and equipment traffic shall be limited to pathways, areas and time periods approved in advance by Owner to ensure safe site conditions. The Contractor shall strictly maintain close communication with designated Owner representative(s) on matters of on-site construction traffic scheduling and promptly inform them in advance of any significant changes to related pre-authorized arrangements. Do not proceed with altered arrangements prior to designated school representative(s) approval.
  - 3. Parking: To be coordinated with Owner
  - 4. Unless otherwise agreed to in advance by Owner, construction shall be performed only during these time periods:
    - a. To be coordinated with Owner

5. Construction activities shall be limited to areas of actual construction refer to AS5.3 Staging Plan for specific requirements. Unless otherwise agreed to in advance by Owner, restrict workmen from entering adjacent restricted areas:
    - a. Any areas outside the designated area of construction
  6. Existing toilet rooms are off-limits to Contractor unless they are not available for use by the school due to the approved schedule of work.
- C. Contractor shall make arrangements with Owner to secure any keys necessary for access to existing building and site areas so that the work can be performed. The Contractor assumes sole responsibility for the security and use of keys obtained from the Owner and shall not reproduce them nor lend them out during the progress of the work.

### **1.3 CONTRACTOR'S PERSONNEL JOBSITE RESTRICTIONS**

- A. Contractor shall enforce the following requirements on his entire workforce throughout the progress of the Work:
1. All personnel on site, directly or indirectly in the employ of Contractor, are restricted from any interaction with any Owner, Owner's staff, or other members of the public while on, or adjacent to Owner's property except through jobsite meetings conducted by the Design Professional and the Owner or as otherwise determined by the Owner.
  2. Contractor's personnel shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through Project Superintendent.
  3. No firearms or other types of weapons, of any sort are allowed on site. If member of the Contractor's workforce is found to be in possession of a firearm, of any kind, they will be directed to leave immediately and will not be allowed to return. This includes firearms found in company or private vehicles, tool boxes, or brought on site in any other manner;
  4. Smoking shall be limited to designated areas on a new, or un-occupied, site, if allowed in advance by Owner.
  5. There shall be no use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises. The Contractor shall also prohibit the presence of an individual with such substances in their body from the workplace.
  6. Any employee who is found in violation of requirements of these restrictions, or

of any others within the Contract Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of the Owner.

7. Comply with Owner's procedures for individual visual identification of Contractor's workforce on school site and in occupied areas. If identification badges are required make sure that they are worn at all times on site during the work.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01 1000**

**SECTION 01 2310 – BID LOTS****PART 1 - GENERAL**

## 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 bid lots including descriptions for bid lots which isolate certain portions of the Work for identification in the Proposal Form.
- B. Related Requirements:
  - 1. Section 01 5639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
  - 2. Section 02 4119 "Selective Demolition" for procedures related to the demolition, removal, dismantling and salvage of existing items to be reused or recycled.
  - 3. Section 31 1000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

## 1.3 DEFINITIONS

- A. Bid Lot: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Bid Lots described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each bid lot is the net addition to or deduction from the Contract Sum to incorporate bid lots into the Work. No other adjustments are made to the Contract Sum.

## 1.4 CONDITIONS

- A. All requirements of General and Supplementary Conditions, applicable sections of Specifications, and applicable portions of Drawings shall govern scope, quality, and execution of Bid Lots.

- B. Owner reserves the right to accept Bid Lots in any order, not in the order listed on proposal Form.

### 1.5 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the bid lot into Project.
  - 1. Include, as part of each bid lot, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of bid lot.
- B. Execute accepted bid lot under the same conditions as other Work of the Contract.
- C. Lump sum prices for accepted bid lots shall include all costs of labor, materials, equipment, permits, fees, insurance, bonds, overhead, and profit.
- D. Schedule: A Part 3 "Schedule of Bid Lots" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each bid lot.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### 3.1 SCHEDULE OF BID LOTS

- A. Base Bid: Livestock Pavilion Project
  - 1. All work not included within the Bid Lots: Include a lump sum proposal amount to Construct a new Livestock Pavilion including all utility and roadway infrastructure, parking areas, concrete driveways, curbs, sidewalks, fencing and storm drainage improvements as indicated within the Contract Documents.
- B. Bid Lot No. One: Salvage Operations.
  - 1. At buildings to be demolished, cost to salvage existing metal wall and roofing panels, and return panels to Curry County for future use offsite ”
- B. Bid Lot No. Two: Exterior Improvements.
  - 1. Cost to include exterior improvements beyond those identified within the base bid drawing. Includes paving, benches, planters, electrical power receptacles, pole mounted site lighting, and new electrical gear. Note: Base bid to include conduit stubs for future

site electrical connections, sleeving for future site plumbing connections, conduit stubs for future site lighting.”

C. Bid Lot No. Three: Exterior Pavement Improvements.

1. Cost to include exterior paving improvements beyond the paving identified within the base bid drawing or bid lot two drawings.”

D. Bid Lot No. Four: Shade Structure.

1. Cost to add the entrance shade structure, including new structural steel framing, associated footings, and repurposed/salvaged perforated metal pen enclosure panels from the existing animal stalls.”

E. Bid Lot No. Five: Reduced Area.

1. Cost to reduce the building area by eliminating the building elements between gridlines 8 and 9, and shifting grid lines 9 and 10 to the west by thirty feet, thereby eliminating thirty feet from the building's base bid length.

F. Bid Lot No. Six: AG Building Demolition.

1. Cost to demolish the existing AG Building, including all above ground construction, concrete slabs, footings, and underground utilities as indicated on Drawing AD1.1, “Architectural Site Demolition Plan.”

**END OF SECTION 01 2310**

## SECTION 01 2500 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

## 1.2 PRODUCT OPTIONS

- A. For products specified by reference standards or by description only, provide any product meeting those standards or description.
- B. For products specified by naming one or more manufacturers with the designation that no substitutions are allowed, provide only named products.
- C. For products specified by naming one or more manufacturers, provide named products and approved substitute products listed in Addenda, or submit a request for substitution in accordance with Paragraph 1. 3.
- D. When a manufacturer's specific product is specified, that product shall be the basis for evaluating substitution requests and establishing requirements for product type, characteristics, performance, and quality.

## 1.3 SUBSTITUTIONS

- A. During bidding, Architect will consider written requests from qualified bidders, subcontractors, and manufacturers for substitutions.
  - 1. Submit separate request for each substitution with Form 01 2514 - Prior Approval Substitution Request Form. Copy of form follows this Section.
  - 2. Submit substitution request at least 10 calendar days prior to bid opening in accordance with procedures stated in Instructions to Bidders. Request received after that time may not be considered.
  - 3. Substitutions approved during bidding will be listed in Addenda.
- B. After Contract award:
  - 1. After signing of Agreement between Owner and Contractor, Architect will consider written requests for substitutions if one or more of these conditions exist:
    - a. Unavailability of specified products through no fault of Contractor.
    - b. Qualified installer is not available for specified product.
    - c. Substitution is required for compliance with final interpretation of code requirements or insurance regulations.
    - d. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.

- e. refusal of manufacturer to certify or guarantee performance of the specified product as required.
  2. Submit separate request for each substitution with Form 01 2515 - Contractor Substitution Request Form. Copy of form follows this Section. Provide data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.
  3. Architect will determine acceptability of proposed substitutions and notify Contractor in writing. Accepted substitutions will be included by Change Order with associated modifications of contract amount and time.
  4. Substitutions will not be considered after contract award if indicated or implied on shop drawings and product data submittals.
- C. Use of approved substitution listed in Addenda or request for substitution after Contract award shall constitute representation that Contractor:
1. Has investigated product and determined it meets or exceeds quality level of specified product.
  2. Will provide same warranty for substitution as for specified product.
  3. Will coordinate installation and make changes to other work required to accommodate accepted substitution and complete Work.
  4. Waives claims for additional costs or time extensions related to substitutions which later become apparent.
- D. Procedure: Submit 3 copies of request for substitution. Limit each request to one proposed substitution. Include in request:
1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  2. For products:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature containing product description, performance and test data, and reference standards.
    - c. Copy of warranty to be provided for proposed substitute product.
    - d. Samples as required.
  3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  4. Itemized comparison of proposed substitution with product specified.
  5. Data relating to changes in construction schedule.

END OF SECTION 01 2500 – FORMS FOLLOWS



**PRIOR APPROVAL SUBSTITUTION REQUEST FORM**

The undersigned, qualified bidder, subcontractor, manufacturer, or supplier requests that the following product be accepted for use in the Project

PRODUCT: \_\_\_\_\_

MODEL NO.: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The above product would be used in lieu of

PRODUCT: \_\_\_\_\_

specified in

SECTION: \_\_\_\_\_

PARAGRAPH: \_\_\_\_\_

Attached are the following circled items:

1. Product description including specifications, performance and test data, and applicable reference standards.
2. Drawings.
3. Photographs.
4. Samples.
5. Tabulated comparison with specified product.
6. For items requiring color selections, full range of manufacturer's color samples.
7. Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The undersigned certifies that the following statements are correct. Explanations for all items

which are **not** true are attached.

- 1. Proposed substitution has been thoroughly investigated and function, appearance, and quality meet or exceed that of specified product. TRUE FALSE
- 2. Same warranty will be provided for substitution as for specified product. TRUE FALSE
- 3. **No** aspect of Project will require re-design. TRUE FALSE
- 4. Use of substitution will **not** adversely affect:
  - a. Dimensions shown on Drawings. TRUE FALSE
  - b. Construction schedule and date of completion. TRUE FALSE
  - c. Work of other trades. TRUE FALSE
- 5. Maintenance service and replacement parts for proposed substitution will be readily available in [Las Cruces] [El Paso] [Roswell] [Albuquerque] [Southern New Mexico] [Northern New Mexico] [\_\_\_\_\_] area. TRUE FALSE
- 6. Proposed substitution does **not** contain asbestos in any form. TRUE FALSE

Submitted By:

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REQUEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR SUBSTITUTION REQUEST FORM**

The undersigned, as Contractor for the above Project, requests that the following product be accepted for use in the Project

PRODUCT: \_\_\_\_\_

MODEL NO.: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The above product would be used in lieu of

PRODUCT: \_\_\_\_\_

specified in

SECTION: \_\_\_\_\_

PARAGRAPH: \_\_\_\_\_

Reason for substitution request: \_\_\_\_\_

Attached are the following circled items:

1. Product description including specifications, performance and test data, and applicable reference standards.
2. Drawings.
3. Photographs.
4. Samples.
5. Tabulated comparison with specified product.
6. For items requiring color selections, full range of manufacturer's color samples.
7. Documentation of reason for request.
8. Cost data for comparing proposed substitution with specified product.

9. Other: \_\_\_\_\_

The undersigned certifies that the following statements are correct. Explanations for all items which are **not** true are attached.

- |  |            |
|--|------------|
| 1. Proposed substitution has been thoroughly investigated and function, appearance, and quality meet or exceed that of specified product.  | TRUE FALSE |
| 2. Same warranty will be provided for substitution as for specified product.   | TRUE FALSE |
| 3. <b>No</b> aspect of Project will require re-design.   | TRUE FALSE |
| 4. Use of substitution will <b>not</b> adversely affect:   |            |
| a. Dimensions shown on Drawings.   | TRUE FALSE |
| b. Construction schedule and date of completion.   | TRUE FALSE |
| c. Work of other trades.   | TRUE FALSE |
| 5. Maintenance service and replacement parts for proposed substitution will be readily available in [Las Cruces] [El Paso] [Roswell] [Albuquerque] [Southern New Mexico] [Northern New Mexico] [_____] area.                           | TRUE FALSE |
| 6. Proposed substitution does <b>not</b> contain asbestos in any form.   | TRUE FALSE |
| 7. All changes to Contract Sum related to use of proposed substitution are included in price listed below. Contractor waives claims for additional costs related to acceptance of substitution which may subsequently become apparent. | TRUE FALSE |
| 8. Costs of modifying project design caused by use of proposed substitution which subsequently become apparent will be paid for by Contractor.   | TRUE FALSE |

If substitution request is accepted:

Contract Sum will be [decreased] [increased] by \$ \_\_\_\_\_

Contract Time will be [decreased] [increased] by \_\_\_\_\_ calendar days.

Submitted By:

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME OF PERSON SUBMITTING REQUEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 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 handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

## 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, with Architect's Supplemental Instructions.

## 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Overhead and profit shall not exceed the following:

Subtotal before applying overhead and profit	Under \$2000	\$2000 to \$10,000	\$10,001 to \$50,000	Over \$50,001
Contractor - For work performed by own forces	18%	16%	14%	12%
Contractor - For subcontracted work.	11%	9%	6%	5%
For work performed by 1 <sup>st</sup> tier Subcontractor	18%	15%	12%	9%
For work performed by 2 <sup>nd</sup> tier Subcontractor	10%	8%	5%	4%
Subcontractor - Maximum aggregate O&P allowed over cost regardless of number of	29%	24%	18%	14%

- e. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- f. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Overhead and profit shall not exceed the following:

Subtotal before applying overhead and profit	Under \$2000	\$2000 to \$10,000	\$10,001 to \$50,000	Over \$50,001
Contractor - For work performed by own forces	18%	16%	14%	12%
Contractor - For subcontracted work.	11%	9%	6%	5%
For work performed by 1 <sup>st</sup> tier Subcontractor	18%	15%	12%	9%
For work performed by 2 <sup>nd</sup> tier Subcontractor	10%	8%	5%	4%
Subcontractor - Maximum aggregate O&P allowed over cost regardless of number of	29%	24%	18%	14%

6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
7. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

8. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on Architects Change Order form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



## SECTION 01 2900 - PAYMENT PROCEDURES

## 1.1 SUMMARY

- A. Section includes:
  - 1. Schedule of Values
  - 2. Application for Payment
- B. Related Requirements:
  - 1. General Conditions of the Contract and Supplementary General Conditions:
    - a. Procedures for Change Orders and calculating cost of Change Orders.
    - b. General procedures for Schedule of Values, Applications for Payment, Certificates for Payment, and Progress Payments.
  - 2. Section 01 2310 – Bid Lots: Bid Lots which increase/decrease scope of Project.
- C. Section 01 3100 - Project Management and Coordination: Progress Schedule.

## 1.2 SCHEDULE OF VALUES

- A. Submit 5 copies of Schedule of Values within time designated in General Conditions. At request of Architect submit substantiating data.
- B. Submit as typed schedule on standard form or electronic media printout approved by Architect.
- C. Format: Use Project Manual Table of Contents for items. Identify each line item with number and title of corresponding specification section. Provide sufficient detail to allow computation of values for progress payments during construction. Sum of all values shall equal total Contract Sum.
- D. Overhead and profit: Include within each line item a directly proportional amount of Contractor's overhead and profit.
- E. Accepted bid lots: Line item amounts shall include applicable work for bid lots accepted by Owner and included in Contract Sum.
- F. Provide separate line items for:
  - 1. Each Contract modification.
  - 2. Final Project closeout amount: Amount of \$250,000.00 to cover closeout activities and final completion of Project:
    - a. Incomplete items and deficiencies resulting from Final Inspection.
  - 3. Final cleaning and removal of temporary facilities and controls.
    - a. Preparation of project record documents.
    - b. Operation and maintenance manuals, demonstration, and training.
    - c. Closeout submittals.
    - d. Other Project closeout procedures and requirements.
  - 4. Bonds.
  - 5. Insurance.

6. New Mexico gross receipts tax.

G. Revise schedule and resubmit to list as separate line items approved Change Orders

### 1.3 APPLICATIONS FOR PAYMENT

A. Submit a copy of each application on Contractor's electronic media driven form or standard form approved by Architect.

B. Prior to acceptance of each Application for Payment, Architect will review Project Record Drawings specified in Section 01 7800 - Closeout Submittals to ensure that recorded data is current.

C. Payment period: As stipulated in General Conditions.

D. Use Schedule of Values for listing items in Applications for Payment.

E. Line item format: Indicate total amount for each item, percent complete, cost of completed item, cost of materials stored at site for each item, subtotal cost of work complete and materials stored, percent remaining to complete, and cost of items remaining to complete.

F. Change orders: List each authorized Change Order as a separate line item and in same format as other line items.

G. Provide subtotals and total for work completed.

H. New Mexico gross receipts tax: Indicate tax as separate line item followed by total amount of requested payment.

I. Retainage: Owner will not deduct retainage from payments to Contractor.

J. Time: Indicate actual and percent of time used and time remaining.

K. Applications shall be signed by authorized officer of Contractor and dated.

L. Include with Application for Payment:

1. Appropriate invoices for materials stored off site.
2. Updated Progress Schedule as specified in Section 01 3100 - Project Management and Coordination.

M. At request of Architect, provide substantiating data justifying dollar amount in question.

### **END OF SECTION 01 2900**

## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

## 1.1 SUMMARY

- A. Section includes:
1. General requirements for coordination of Work.
  2. Field engineering.
  3. Requirements for participation in and administration of:
    - a. Pre-construction conference.
    - b. Progress meetings.
    - c. Progress schedule.
- B. Related documents and sections:
1. Request for Proposal: Pre-proposal Conference.
  2. Section 01 5000 - Temporary Facilities and Controls: Site Mobilization Plan.

## 1.2 SUBMITTALS

- A. Use of CADD files:
1. Under certain conditions, Contractor will be permitted use of Architect's and Design Consultant's CADD files for documentation of record drawings, submittals, or coordination drawings.
  2. Architect and Design Consultants shall be compensated for time required to format the CADD files for delivery to Contractor. Such work may include removal of title blocks, professional seals, calculations, and proprietary information.
  3. Contractor shall complete Autocad/Revit File Transfer Agreement following this Section, including Contractor's name, address, and signature of Contractor's representative prior to request for CADD file usage. Other Divisions of these specifications may include License, Indemnity and Warranty Agreement forms specific to the design professional responsible for those Divisions, in which case those forms shall be used for drawings prepared by that design professional.
- B. Provide in accordance with Section 01 3300 - Submittal Procedures:
1. Coordination drawings:
    - a. Provide where coordination is critical for installation of components fabricated off site and where space is limited and maximum utilization of space is required.
    - b. Show relationship and integration of components and construction entities, required installation sequence, dimensions, and tolerances.
- C. Staff assignment list: Submit prior to Pre-Construction Conference.
1. List of Contractor's principal staff assignments for Project. Indicate names, duties and responsibilities, addresses, and telephone numbers.
  2. Distribute staff list and post in field office and elsewhere on site as appropriate to provide coordination information.
  3. Project Superintendent: Submit resume showing prior experience as superintendent of projects of similar size and scope. Naming more than one Project Superintendent to be in charge depending upon which is present at site will not be acceptable. Inform Architect in writing prior to any proposed change in Project Superintendent.

### 1.3 GENERAL COORDINATION PROCEDURES

- A. Scheduling: Coordinate scheduling, submittals, and work of various specification sections to ensure efficient and orderly sequence of installation of interdependent construction elements. Ensure that work of one specification section is not installed in such a manner as to limit, preclude, or restrict work of another section.
- B. Coordinate completion and cleanup of work of separate specification sections in preparation for final inspection specified in Section 01 7700 - Closeout Procedures.
- C. After acceptance of Work, coordinate access to facility for required maintenance, monitoring, adjusting, and correcting deficiencies to manner to minimize disruption of Owner's activities.

### 1.4 FIELD ENGINEERING

- A. Existing control datum for field engineering is indicated on Drawings.
- B. Locate or establish survey control and reference points prior to starting site construction. Protect points during construction and record locations with horizontal and vertical data on Project Record Documents in accordance with Section 01 7800 - Closeout Submittals.
- C. Prior to start of construction, verify location of control points and layout information on Drawings relative to property, setback, and easement lines.
- D. Provide competent field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices. Periodically verify layouts.
- E. Promptly replace dislocated control and reference points based on original survey control.

### 1.5 PRE-CONSTRUCTION CONFERENCE

- A. Conference will be held after execution of the Agreement and issuance of Notice To Proceed. Time and location will be designated in Notice To Proceed. Conference will be held at the site or other location convenient to all parties.
- B. Attendance: Owner representative, Architect, consultants, Contractor, Project Superintendent, and major subcontractors and suppliers.
- C. Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Designation and description of roles of responsible personnel representing Owner, Contractor, and Architect.
  - 3. Status of permits and Notice to Proceed.
  - 4. Use of premises by Contractor and Owner.
  - 5. Construction schedule, work sequence, and delivery priorities.
  - 6. Job meeting schedule.
  - 7. Presentation and discussion of Site Mobilization Plan specified in Section 01 5000 - Temporary Facilities and Controls.
  - 8. Construction facilities, controls, and temporary utilities.

9. Procedures for processing submittals, applications for payment, substitution requests, field decisions, communications, and contract modifications.
10. Wage rates.
11. Security, safety, first aid, and housekeeping procedures.
12. Procedures for spotting utility lines.
13. Procedures for maintaining project record documents.
14. Requirements for start up of equipment.
15. Testing and inspection procedures.
16. Inspection and acceptance of equipment put into service during construction period.
17. Contract closeout procedures.
18. Other pertinent items.

#### 1.6 PROGRESS MEETINGS

- A. Schedule and administer construction progress meetings throughout progress of Work. Meetings shall be held bi-weekly or more frequently as required. Location of meetings to be on site or other location approved by Architect.
- B. Make arrangements for meetings, prepare agenda, and distribute notice of meetings to participants, Architect, and Owner 3 days in advance of meeting.
- C. Preside at meetings. Record minutes and distribute copies within 3 days after meeting to participants, entities affected by meeting decisions, Architect, and Owner.
- D. Attendance: Contractor, Job Superintendent, and subcontractors and suppliers as appropriate to agenda. Owner's representative, Architect, and consultants may attend as appropriate.
- E. Prepare agenda to cover topics pertinent to continued progress and successful completion of Work. Suggested topics:
  1. Review previous meeting minutes.
  2. Review schedules and progress, identify impediments, and determine measures to maintain schedules.
  3. Review field observations, problems, and decisions.
  4. Status of submittals.
  5. Off-site fabrication and delivery schedules.
  6. Quality control.
  7. Review proposed change orders and effect on schedule.

#### 1.7 PROGRESS SCHEDULE

- A. Format: Horizontal bar chart:
  1. Approximate sheet size: 24 by 36 inches.
  2. Provide separate bar for each major item of Work. Arrange in sequence and identify bars with specification section numbers and titles from Project Manual Table of Contents.
  3. Horizontal scale: Time with first work day of each month identified. Adjust scale to show entire construction period plus extensions.
  4. Vertical spacing: Allow space for notations and revisions.
- B. Show complete sequence of construction by activity. Indicate:

1. Dates for beginning and completion of each construction item.
2. Projected percentage of completion for each item as of first work day of each month.
3. Projected percentage of completion for total Work as of first day of each month.
4. Required dates for return of specific submittals and for selection of finishes .

C. Procedures:

1. Submit for review by Architect a copy of preliminary Progress Schedule within 20 days of date of Agreement Between Owner and Contractor.
2. Revise to address review comments and resubmit.
3. Update Progress Schedule and submit a copy with each Application for Payment.
  - a. Identify progress of each activity to date of submittal and projected completion date.
  - b. Identify activities modified since previous submittal and other identifiable changes.
  - c. Provide narrative report as needed to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken or proposed and its effect.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. Verify utility requirements and characteristics of equipment are compatible with facility utilities. Coordinate work of various specification sections having interdependent requirements for installing, connecting to, and placing in service such equipment

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Space requirements: Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs. Ensure space provided around equipment and fixtures complies with applicable codes.
- B. Arrangement:
1. Unless otherwise indicated, installations shall be aligned vertically and horizontally.
  2. Coordinate mounting heights and spacings of components so that finished work is neat and orderly with organized appearance.
  3. Repetitive items such as hangers and fasteners shall be equally spaced unless indicated otherwise.
- C. Blocking, anchors, and supports: Determine and coordinate requirements for blocking, anchors, and supports needed for proper installation of products. Provide necessary components whether or not indicated on Drawings or specified.
- D. Finished surfaces: Coordinate locations of surface mounted items with finish elements and grades to ensure proper installation and neat appearance.

3.2 COORDINATION WITH INSTALLED CONSTRUCTION

- A. Remove, cut, and patch previously installed construction in a manner to minimize damage and to provide a means of restoring finishes to original or better condition.
- B. Where refinishing is required, provide a neat transition to adjacent surfaces.
- C. Patched work shall match existing adjacent work in texture and appearance.

END OF SECTION

### AUTOCAD/REVIT FILE TRANSFER AGREEMENT

THIS AUTOCAD/REVIT FILE TRANSFER AGREEMENT made and entered into this     th day of     ,      by **Formative Architecture**, and between **Formative Architecture**, and **REPLACE WITH NAME OF COMPANY**

WITNESSETH

WHEREAS, **REPLACE WITH NAME OF COMPANY** has requested **Formative Architecture** to furnish computer files of the Drawings (“AutoCAD/Revit Files”) in machine readable form to **REPLACE WITH NAME OF COMPANY** for use on projects of Owner, **REPLACE WITH NAME OF OWNER**

WHEREAS, the parties desire to set forth herein the terms of transfer of the AutoCAD/Revit Files and to provide for identification to Formative Architecture in connection therewith:

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the terms and conditions hereafter set forth, the parties do hereby mutually agree as follows:

- 1. **Formative Architecture** shall transfer to **REPLACE WITH NAME OF COMPANY** the AutoCAD/Revit Files of the Drawings without charge. **Formative Architecture** makes no representations, warranties or guarantees as to the correctness, completeness, or propriety of the information contained in the Drawings or in the AutoCAD/Revit Files, or that such AutoCAD/Revit Files are free of computer viruses.
- 2. In consideration of **Formative Architecture**’s transfer of the AutoCAD/Revit Files, **REPLACE WITH NAME OF COMPANY** hereby agrees to assume all risks associated therewith and to indemnify and hold **Formative Architecture** harmless from and against any and all claims asserted by any persons whatsoever, including but not limited to **Owner**, and **REPLACE WITH NAME OF COMPANY** and their respective agents, contractors, or representatives, and any and all liabilities, losses, damages, costs and attorney’s fees in connection therewith, arising in any way from or in connection with:
  - a. use of the AutoCAD/Revit Files in any computers, and
  - b. use of the AutoCAD/Revit Files, the Drawings or the information contained therein in the construction and development of any project.
- 3. All notices required or permitted to be given hereunder shall be sent to the parties by email, facsimile transmission, reliable overnight courier, or by certified mail, return receipt requested and first class postage prepaid at the following address:  
**Formative Architecture**                      **209 Gold Ave. SW, Albuquerque, New Mexico 87102**  
**REPLACE WITH NAME OF COMPANY**                      **PLEASE FILL OUT ADDRESS**

All notices sent by certified mail shall be deemed received five (5) days after posting. The partners reserve the right to advise of different addresses or recipients of the above notices.

In the event it becomes necessary for any party hereto to enforce its rights hereunder, then the prevailing party is such enforcement proceedings in addition to any other relief it might be awarded shall be entitled to recover its costs, expenses, and reasonable attorneys fees.

IN WITNESS WHEREOF the parties have set their hands on the date and year first above written.

**Formative Architecture**

By: \_\_\_\_\_ Title: \_\_\_\_\_

**REPLACE WITH NAME OF COMPANY**

By: \_\_\_\_\_ Title: \_\_\_\_\_



## SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

## 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 documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Construction Progress Chart - "S" Curve Diagram.
3. Daily construction reports.
4. Site condition reports.
5. Unusual event reports.

- B. Related Requirements:

1. Section 01 2900 "Payment Procedures" for submitting *Construction Progress Chart - "S" Curve Diagram* with Application for Payment.
2. Section 01 3233 "Photographic Documentation" for periodic construction photographs for documenting the progress of construction during performance of the Work.
3. Section 01 3300 "Submittal Procedures" for submitting schedules and reports.
4. Section 01 4000 "Quality Requirements" for submitting a schedule of tests and inspections.
5. Section 01 7839 "Project Record Documents" for administrative and procedural requirements for project record documents.

## 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:

1. PDF file.
  2. One paper copy for each required original Application for Payment.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Progress Chart - "S" Curve Diagram: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit daily via email.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Unusual Event Reports: Submit at time of unusual event.

#### 1.5 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### 1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Owner-Furnished Products: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
  2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction, if applicable.
    - b. Uninterruptible services.
    - c. Use-of-premises restrictions.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Submittals.
    - b. Mockups.
    - c. Fabrication.
    - d. Installation.
    - e. Curing.
  4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Temporary enclosure and space conditioning.
    - c. Permanent space enclosure.
    - d. Completion of mechanical installation.
    - e. Completion of electrical installation.
    - f. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule five business days before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting and/or no later than 5 business days.
  2. As the Work progresses, indicate final completion percentage for each activity.

- H. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

#### 1.7 CONSTRUCTION PROGRESS CHART - "S"-CURVE DIAGRAM

- A. Format:
  - 1. Size: 8-1/2 by 11 inches.
  - 2. Horizontal scale: time with first work day of each month identified. Adjust scale to show entire construction period.
  - 3. Vertical scale: Total percent of work complete ranging from 0 to 100 percent.
  - 4. Plot proposed schedule of completion as base line.
  - 5. Plot actual schedule of completion as comparison to base line. Update monthly by extending actual completion line.
  - 6. Refer to sample *Construction Progress Chart - "S" Curve Diagram* at end of this section.
- B. Submit monthly with each Application for Payment, a copy of the updated *Construction Progress Chart - "S" Curve Diagram* illustrating progress of Work.

#### 1.8 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 15 days of date established for the Notice to Proceed.
  - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

#### 1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.

6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Testing and inspection.
  8. Accidents.
  9. Meetings and significant decisions.
  10. Unusual events.
  11. Stoppages, delays, shortages, and losses.
  12. Meter readings and similar recordings.
  13. Emergency procedures.
  14. Orders and requests of authorities having jurisdiction.
  15. Change Orders received and implemented.
  16. Construction Change Directives received and implemented.
  17. Documenting of Record Document activity.
  18. Services connected and disconnected.
  19. Equipment or system tests and startups.
  20. Partial completions and occupancies.
  21. Substantial Completions authorized.
  22. Digital Photographs.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner and Architect in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner and Architect within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

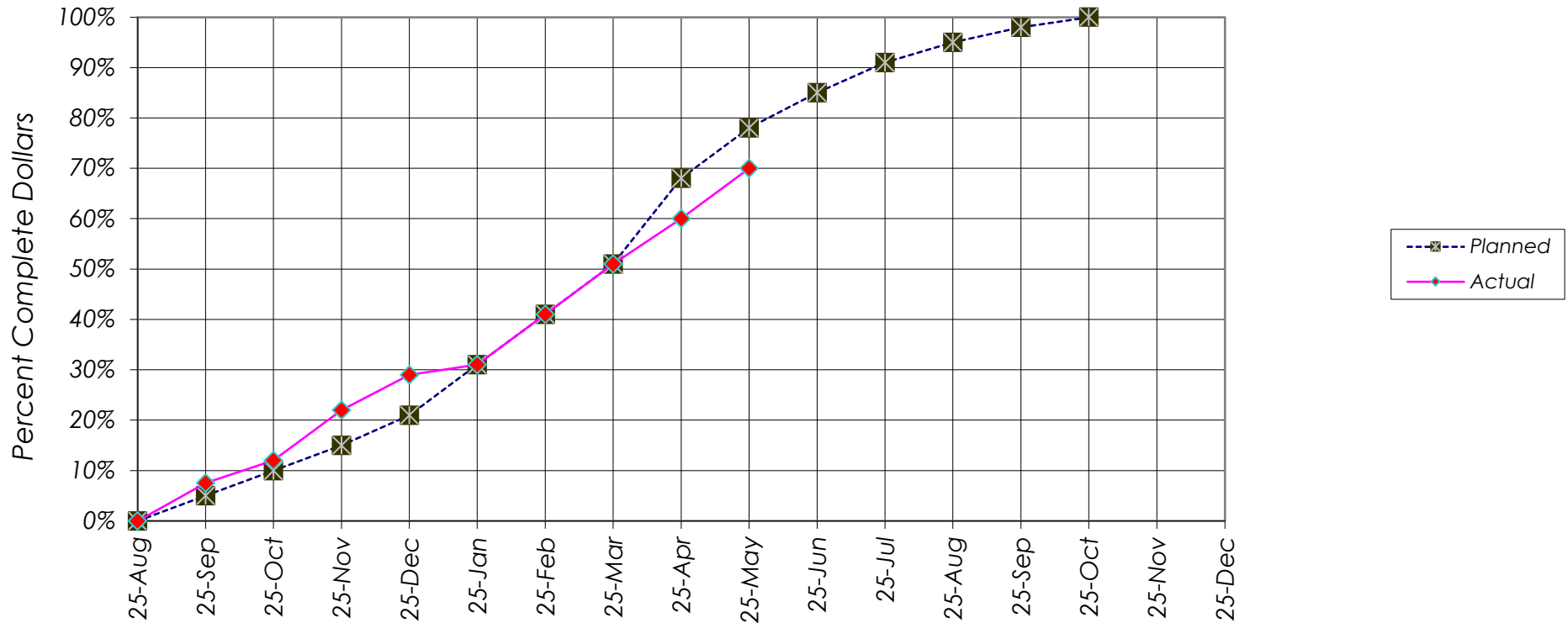
PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3200

CONSTRUCTION PROGRESS CHART  
"S" CURVE DIAGRAM



Planned & Actual Percent Complete



Monthly Construction Progress Chart ("S" Curve Diagram)

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project No: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 01 3233 - PHOTOGRAPHIC DOCUMENTATION****PART 1 - GENERAL**

## 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 the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
- B. Related Requirements:
  - 1. Section 01 7700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 01 7900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
  - 3. Section 02 4119 "Selective Demolition" for photographic documentation before selective demolition operations commence.
  - 4. Section 31 1000 "Site Clearing" for photographic documentation before site clearing operations commence.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Image files shall be submitted in conjunction with or as part of the Daily Construction Report; in no case later than three (3) days of taking photographs.
  - 1. Comply with requirements of Section 01 3200 "Construction Progress Documentation" for submission of Daily Constructon Report.
  - 2. Submit photos and Daily Construction Report on CD-ROM, thumb-drive, or by uploading to web-based Project management software site.

## 1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 121 megapixels, and at an image resolution of not less than 3200 by

2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.

- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- D. Metadata: Record accurate date and time and GPS location data from camera.
- E. File Names: Name media files with date and sequential numbering suffix.

### 1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
- B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as follows:
  - 1. Flag excavation areas and construction limits before taking construction photographs.
  - 2. Take photographs to document existing conditions adjacent to property before starting the Work.
  - 3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- C. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.
  - 5. Waterproofing and weather-resistant barriers.
- D. Periodic Construction Photographs: Take no less than five (5) photographs daily for inclusion or submission with the Daily Construction Report. Select vantage points to show status of construction and progress since last photographs were taken.
  - 1. Refer to requirements specified in Section 01 3200 "Construction Progress Documentation."



- E. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.
1. In emergency situations, take additional photographs within 24 hours of request.
  2. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs shall be taken at fabrication locations away from Project site.
    - d. Substantial Completion of a major phase or component of the Work.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 3233**

## SECTION 01 3300 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Shop drawings.
2. Product data.
3. Samples.
4. Manufacturer's instructions.
5. Design data and calculations.
6. Manufacturer's certificates.
7. Reports for testing, inspecting, and demonstrating.

## B. Related Document and Sections:

1. General Conditions of the Contract: Contractor's responsibilities regarding submittals.
2. Section 01 2900 - Price and Payment Procedures: Submittal of Schedule of Values and Applications for Payment.
3. Section 01 2500 - Product Substitution Procedures: Submittal of substitution requests.
4. Section 01 3100 - Product Management and Coordination:
  - a. Submittal of Progress Schedule and coordination drawings.
  - b. Requirements for use of Architect's and Design Consultants' electronic CADD files and execution of CADD License, Indemnity, and Warranty Agreement.
5. Section 01 4000 - Quality Requirements: Manufacturers' field services and reports.
6. Section 01 7800 - Closeout Submittals: Submittal of project record drawings, operation and maintenance manuals, warranties, certifications of inspection, extra materials and other closeout submittals.
7. Refer to individual specification sections for unique submittal requirements related to a specific product.

## 1.2 SUBMITTAL SCHEDULE

## A. Procedure:

1. Submit for review by Architect 1 printed copy and 1 PDF electronic file of Submittal Schedule within 20 days of effective date of Agreement Between Owner and Contractor.
2. Revise to address review comments and resubmit.
3. Update Submittal Schedule to reflect change orders, Progress Schedule revisions, and status of individual submittals. Submit 3 copies with each Application for Payment.

## B. Format: Arrange the following information in a tabular format:

1. Submittal number and title.
2. Related specification section number and title.

3. Proposed submittal date, actual submittal date, and date reviewed submittal is required.

### 1.3 SUBMITTAL PROCEDURES

- A. Schedule submittals to expedite Work. Unless otherwise noted, submittals shall be submitted within 45 days of effective date of Agreement between Owner and Contractor.
- B. Preparation:
  1. Provide separate submittal for each specification section requiring submittals. Include all material requested for that section. Provide folders or binders for material.
  2. Coordinate submission of related items. Group submittals of related products or a system in a single transmission.
  3. Coordinate submittals requiring color or pattern selection by Architect. Ensure such submittals are submitted within 45 days of effective date of Agreement between Owner and Contractor. Architect will not make color and pattern selections until all submittals requiring such selections are submitted.
  4. Identify variations from requirements of Contract Documents. State product and system limitations which may adversely affect Work.
  5. Mark or show dimensions and values in same units as specified.
  6. Provide 4 by 6 inch minimum space for Architect and Contractor review stamps.
- C. Contractor review:
  1. Review submittals prior to transmittal. Verify compatibility with field conditions and dimensions, product selections and designations, and conformance of submittal with requirements of Contract Documents. Return non-conforming submittals to preparer for revision rather than submitting to Architect.
  2. Coordinate submittals to avoid conflicts between various items of work.
  3. Apply Contractor's stamp with signature certifying that review, verification of products required, field dimensions, adjacent construction, and coordination of information is in accordance with the requirements of the Contract Documents.
  4. Failure of Contractor to review submittals prior to transmittal to Architect shall be cause for rejection.
- D. Transmittal:
  1. Transmit each submittal with a separate Submittal Record Form. Copy of Form follows this Section.
  2. Sequentially number transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
  3. Identify project, Contractor, subcontractor, supplier, pertinent drawing sheet and detail numbers, and associated specification section numbers.
  4. Sign Submittal Transmittal Form and deliver submittals to Architect.
- E. Review: Architect will review and return submittals with comments.
- F. Do not fabricate products or begin work which requires submittals until return of submittal with Architect's acceptance.

- G. On return, promptly distribute reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- H. Resubmission:
  - 1. Revise and resubmit submittals as required within 15 days of return from Architect.
  - 2. Make resubmittals under procedures specified for initial submittals.
  - 3. Identify all changes made since previous submittal.
- I. Use of BIM files: If Architect's and Design Consultants' electronic BIM files are required for preparation of submittal shop drawings, comply with requirements of Section 01 3100 - Product Management and Coordination for use of electronic BIM files and execution of BIM License, Indemnity, and Warranty Agreement.
- J. Architect and Design Consultants will review initial submittal and one resubmittal. If Contractor fails to provide required data with first resubmittal, Contractor shall be charged for Architect's and Design Consultants' time required for review of additional resubmittals at current, standard rates. Charges will be deducted from Contract Sum by Change Order.

#### 1.4 SHOP DRAWINGS

- A. Submission:
  - 1. Submit one reproducible transparency or one paper drawing suitable for photocopying and 3 copies to be retained by Architect. Reproducible shop drawing will be returned to Contractor with annotations.
  - 2. Fold paper drawings to, fit submittal folders.
- B. Form:
  - 1. Size: 8-1 /2 by 11 inches minimum and 36 by 48 inches maximum except for full size details and templates.
  - 2. Present in a clear and thorough manner. Title each drawing with Project name. Identify each element of drawing with reference number.
  - 3. Plans, elevations, sections, and detailed shop drawings shall be to scale with scale indicated.
  - 4. Indicate field verified dimensions. Show relationship of products to adjacent work. Note coordination requirements.
  - 5. Schematics and wiring and other diagrams shall be logically arranged and presented in a clear understandable manner with all items labeled.

#### 1.5 SHOP DRAWINGS

- A. Submission: Submit number of copies which Contractor requires plus 3 copies to be retained by Architect.
- B. Form:

1. Provide all critical information such as reference standards, performance characteristics, capacities, power requirements, wiring and piping diagrams, controls, component parts, finishes, dimensions, and required clearances.
2. Submit only data which are pertinent. Mark each copy of manufacturer's standard printed data to identify products, models, options, and other data pertinent to project.
3. Modify manufacturer's standard schematic drawings and diagrams and supplement standard data to provide specific information applicable to project. Delete information not applicable.
4. Colors and patterns: Unless color and pattern is specified for product, submit accurate color and pattern charts or samples illustrating manufacturer's full range for selection by Architect. Full color range shall be submitted as part of electronic PDF file.

#### 1.6 SAMPLES

##### A. Submission:

1. Submit the number of samples specified in individual specification sections. One sample will be retained by Architect.
2. Label each sample with identification related to Submittal Transmittal Form.
3. Submit photographs of all samples in electronic PDF format.
4. Submit samples at least 30 days prior to date Contractor needs approval for ordering or incorporation into Work.

B. Type: Submit samples to illustrate functional and aesthetic characteristics of the products, with all integral parts and attachment devices. Include full range of manufacturer's standard finishes, indicating colors, textures, and patterns for Architect's selection.

C. Reviewed product samples may be used in work with approval of Architect.

#### 1.7 MANUFACTURER'S INSTRUCTIONS

A. Submission: Submit number of copies which Contractor requires plus 3 copies to be retained by Architect.

B. Form: All of the following items shall be included in both the electronic PDF file and hard copy.

1. Manufacturers' printed instructions for activities such as delivery, storage, assembly, installation, wiring, start-up, adjusting, finishing, and maintaining.
2. Indicate pertinent portions and identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.8 DESIGN DATA AND CALCULATIONS

A. Submission: Submit number of copies which Contractor requires plus 3 copies to be retained by Architect.

- B. Form: All of the following items shall be included in both the electronic PDF file and hard copy.
  - 1. Provide basic calculations, analyses, and data to support design decisions and demonstrate compliance with specified requirements. State assumptions and define parameters. Give general formulas and references. Provide sketches as required to illustrate design method and application.
  - 2. Arrange calculations and data in a logical manner with suitable text to explain procedure.
  - 3. Indicate name, title, and telephone number of individual performing design and include professional seal of designer where applicable or required.

#### 1.9 MANUFACTURER'S CERTIFICATES

- A. Submission: Submit number of copies which Contractor requires plus 3 copies to be retained by Architect.
- B. Form:
  - 1. Certificates shall indicate that products conform to or exceed specified requirements. Submit supporting reference data, affidavits, and certifications as required.
  - 2. Certificates may be based on recent or previous test results if acceptable to Architect.

#### 1.10 REPORTS

- A. Submission:
  - 1. Submit number of copies which Contractor requires plus 3 copies to be retained by Architect.
  - 2. Submit reports within 15 days after completion of activity.
- B. Form:
  - 1. Present complete information in a clear concise manner.
  - 2. Type or computer print on 8-1/2 by 11 inch white paper.
  - 3. Bind with titled cover in folder, plastic binder, or three-ring binder as appropriate for quantity of material.
- C. Reports shall include: All of the following items shall be included in both the electronic PDF file and hard copy.
  - 1. Time, location, conditions, and duration of activity.
  - 2. Names of persons performing and witnessing activity.
  - 3. Equipment used.
  - 4. Description of activity, data recorded, and results.
  - 5. Deficiencies found, corrective measures, and results of retesting.
  - 6. Other pertinent data.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

**SUBMITTAL                      TRANSMITTAL                      FORM**

The undersigned, as Contractor for the above project, submits the following and certifies that submittal has been reviewed and it conforms with requirements of Contract Documents except as noted.

SUBMITTAL NUMBER: \_\_\_\_\_ RESUBMITTAL: YES NO

DATE: \_\_\_\_\_ NUMBER OF COPIES SUBMITTED: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

ASSOCIATED SPECIFICATION SECTION NO: \_\_\_\_\_

REFERENCED DRAWING SHEET NO: \_\_\_\_\_

NAME OF SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

SUBMITTED

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\*\*\*\*\*

DATE RECEIVED BY DESIGN PROFESSIONAL: \_\_\_\_\_

DISTRIBUTED TO:

OWNER CIVIL LANDSCAPE STRUCTURAL MECHANICAL ELECTRICAL

OTHER: \_\_\_\_\_

\*\*\*\*\*

ACTION: No exceptions taken      [ ]  
          Make corrections noted    [ ]  
          Revise and resubmit        [ ]  
          Rejected                        [ ]

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submittal review corrections and comments by Design Professional do not relieve Contractor from compliance with Contract Documents. Review is only for general conformance with design concept and general compliance with information given in Contract Documents. Contractor is responsible for verifying dimensions, selecting fabrication processes and techniques of construction, coordination with other trades, and performing work in safe and satisfactory manner.

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



## SECTION 013516 - ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes special procedures for alteration work.

## 1.3 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.

- L. Strip: To remove existing finish down to base material unless otherwise indicated.

#### 1.4 COORDINATION

- A. Alteration Work Subschedule: A construction schedule coordinating the sequencing and scheduling of alteration work for entire Project, including each activity to be performed, and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for alteration work.
  - 1. Schedule construction operations in sequence required to obtain best Work results.
  - 2. Coordinate sequence of alteration work activities to accommodate the following:
    - a. Owner's continuing occupancy of portions of existing building/site.
    - b. Owner's partial occupancy of completed Work.
    - c. Other known work in progress.
    - d. Tests and inspections.
  - 3. Detail sequence of alteration work, with start and end dates.
  - 4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
- B. Pedestrian and Vehicular Circulation: Coordinate alteration work with circulation patterns within Project building(s) and site. Some work is near circulation patterns. Circulation patterns cannot be closed off entirely and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

#### 1.5 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, General Contractor will conduct a conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, Owner's insurer if required, testing service representative, and specialists.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Alteration Work Subschedule: Discuss and finalize; verify availability of materials, specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Fire-prevention plan.
    - c. Governing regulations.
    - d. Areas where existing construction is to remain and the required protection.
    - e. Hauling routes.
    - f. Sequence of alteration work operations.
    - g. Storage, protection, and accounting for salvaged and specially fabricated items.
    - h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
    - i. Qualifications of personnel assigned to alteration work and assigned duties.
    - j. Requirements for extent and quality of work, tolerances, and required clearances.

- k. Embedded work such as flashings and lintels, special details, collection of waste, protection of occupants and the public, and condition of other construction that affects the Work or will affect the work.
  3. Reporting: general Contractor will record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at bi-weekly or as required by construction progress. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences. Meetings for other purposes should be scheduled for the same day as the coordination meetings to the greatest extent possible.
1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of alteration work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to alteration work.
  2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
    - a. Alteration Work Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.
    - b. Schedule Updating: Revise Contractor's Alteration Work Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each entity present, including review items listed in the "Preliminary Conference for Alteration Work" Paragraph in this article and the following:
      - 1) Interface requirements of alteration work with other Project Work.
      - 2) Status of submittals for alteration work.
      - 3) Access to alteration work locations.
      - 4) Effectiveness of fire-prevention plan.
      - 5) Quality and work standards of alteration work.
      - 6) Change Orders for alteration work.
      - 7) Owners operational needs and coordination of relocating staff and students.
  3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.6 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
  - 1. Carefully dismantle and salvage each item or object in a manner to prevent damage and protect it from damage, then promptly deliver it to Owner where directed.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Alteration Work Subschedule:
  - 1. Submit alteration work subschedule within 45 days of date established for commencement of alteration work
- B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements that are to remain, including finish surfaces, that might be misconstrued as damage caused by Contractor's alteration work operations.
- C. Alteration Work Program: Submit 30 days before work begins.
- D. Fire-Prevention Plan: Submit 30 days before work begins.

## 1.8 QUALITY ASSURANCE

- A. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  - 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- B. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- C. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

## 1.9 STORAGE AND HANDLING OF SALVAGED MATERIALS

## A. Salvaged Materials:

1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

## B. Salvaged Materials for Reinstallation:

1. Repair and clean items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

## C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

## D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
2. Secure stored materials to protect from theft.
3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F (3 deg C) or more above the dew point.

## E. Storage Space:

1. Owner will arrange for limited on-site location(s) for free storage of salvaged material. This storage space does not include security and climate control for stored material.
2. Arrange for off-site locations for storage and protection of salvaged material that cannot be stored and protected on-site.

## 1.10 FIELD CONDITIONS

## A. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs and preconstruction videotapes.

1. Comply with requirements specified in Section 01 3233 "Photographic Documentation."

- B. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

## PART 2 - PRODUCTS - (Not Used)

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  - 3. Erect temporary barriers to form and maintain fire-egress routes.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
  - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  - 8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building if required.
- B. Temporary Protection of Materials to Remain:
  - 1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  - 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
  - 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
  - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
  - 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
  - 1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
  - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- F. Existing Roofing: Prior to the start of work in an area, install roofing protection as required by roofing warranty provided where required.

### 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
  - 1. Comply with NFPA 241 requirements unless otherwise indicated.
  - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
  - 1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
  - 2. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  - 3. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  - 4. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  - 5. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
  - 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

### 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### 3.4 GENERAL ALTERATION WORK

- A. Have specialty work performed only by qualified specialists.
- B. Ensure that supervisory personnel are present when work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation **photographs or video recordings**. Comply with requirements in Section 01 3233 "Photographic Documentation."
- D. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION



## SECTION 01 4000 - QUALITY REQUIREMENTS

**PART 1 - GENERAL****1.1 SUMMARY**

## A. Section includes:

1. Installation quality control.
2. Reference standards.
3. Mock-ups.
4. Field samples.
5. Inspection and testing laboratory services.
6. Manufacturer's field services and reports.

## B. Related requirements:

1. Section 01 3100 – Project Management and Coordination: Requirements for coordination with Owner’s separate contractors.
2. Section 23 0593 - Testing, Adjusting, and Balancing: Testing and balancing of HVAC system to be paid for by Owner.
3. Section 23 0500 – Common Work Results for HVAC: Contractor’s Submittals; Approvals, Records, and As-Built Drawings.

**1.2 INSPECTION AND TESTING LABORATORY SERVICES**

## A. Unless required otherwise in the Contract, Owner shall appoint, employ, and pay for services of an independent firm to perform routine inspections and compliance for:

- 1 Test, Adjust, and Balance HVAC system and controls as specified in Section 23 0593 - Testing, Adjusting, and Balancing.
2. Other materials, components, and systems where routine testing to determine compliance with Contract Documents is required.

## B. Testing firm shall perform inspections, tests, and other services specified in individual specification sections and as required.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

**PART 1 - GENERAL**

**1.1SUMMARY**

A. Section includes:

1. Site mobilization plan.
2. Temporary services: Electrical, lighting, heating, ventilating, water, telephone, and facsimile.
3. Fencing, barriers, and other temporary controls.
4. Temporary erosion and sediment controls including NPDES-SWPPP requirements.
5. Construction facilities: Temporary buildings, sanitary facilities, access, and parking.
6. Protection of Work and existing facilities.
7. Project sign.
8. Bulletin board.

B. Related documents and sections:

1. Section 01 3100: Project Management and Coordination
2. Section 01 7000 - Execution Requirements: Progress cleaning.

**1.2REFERENCES**

- A. NFPA 10 - Standard for Portable Fire Extinguishers.
- B. NFPA 241 - Safeguarding Building Construction, Alterations, and Demolition Operations.

**1.3SITE MOBILIZATION PLAN**

- A. Coordinate locations for temporary facilities with Design Professional and Owner.
- B. Based upon information indicated on Drawings, prepare site mobilization.

- C. Present 3 copies of plan at Pre-Construction Conference in accordance with Section 01 3100 - Project Management and Coordination.
- D. Prior to mobilization, revise and resubmit to Design Professional site mobilization plan incorporating final revisions made at Pre-Construction Conference and approved by Design Professional and Owner.

#### **1.4TEMPORARY ELECTRICITY**

- A. Connect to existing power source at site. Do not disrupt Owner's need for continuous service. Provide service disconnect and overcurrent protection. Provide temporary feeder as required. Owner will pay cost of electricity used. Exercise measures to conserve power.
- B. Provide power outlets for construction operations with branch wiring, distribution boxes, and flexible power cords as required.
- C. Provide power outlets for construction operations with branch wiring, distribution boxes, and flexible power cords as required.
- D. Permanent convenience receptacles may be utilized during construction.

#### **1.5TEMPORARY LIGHTING**

- A. Provide lighting for construction operations. Lighting levels shall be appropriate for type and difficulty of work. Use these minimums as guidelines:
- B. After dark, provide security lighting for interior and exterior work and storage areas.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.
- E. Permanent building lighting may be utilized during construction. Document existing lighting system conditions at start of Work and submit report to Design Professional for approval before Work begins. Re-lamp, replace, or repair existing fixtures at end of job to return lighting to conditions documented prior to commencement of Work.

#### **1.6TEMPORARY HEATING AND VENTILATING**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, and gases.

- B. Provide temporary fan units to maintain clean air for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in interior areas where construction is in progress.
- D. Change all HVAC filters in existing system serving area of Work at end of Project.

### **1.7TEMPORARY WATER SERVICE**

- A. Connect to existing water source at site for construction operations. Owner will pay cost of water used. Exercise measures to conserve water.

### **1.8COMMUNICATIONS**

- A. Provide, maintain, and pay for telephone service to field office. Owners telephones will not be available to Contractor's workforce unless for an emergency.
- B. Provide, maintain, and pay for facsimile service to field office.
- C. Provide, maintain, and pay for internet service.

### **1.9FENCING**

- A. Provide temporary fencing around building and materials storage site. Completely separate construction from existing facilities, student pathways and related exterior areas.
- B. Type: Panelized 6 foot high commercial grade chain link fence. Equip with vehicular and pedestrian gates with locks.

### **1.10 BARRIERS AND PROTECTION**

- A. Security: Provide to protect Work and existing facilities from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program and personnel.
- B. Barriers: Provide to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from construction operations.
- C. Barricades and covered walkways: As required by Design Professional, Owner and governing authorities for safe public access to existing buildings.
- D. Enclosures: Provide temporary, insulated, weather tight closures of exterior openings to provide acceptable working conditions, protect Work, and prevent unauthorized ent

- ry. Fit with lockable doors.
- E. Temporary partitions: Provide to separate work areas from existing building at point of connection. Prevent penetration of dust and moisture into existing & completed portions of building.
  - F. Emergency exits shall be maintained during construction. Provide separate barriers as appropriate.
  - G. Protect existing detection devices such as smoke detectors and sensors from construction dust.
  - H. Protect existing trees and plants designated to remain. Replace damaged plant material.
  - I. Hand-water existing trees, plants and grass as necessary to maintain them viable in the event that existing irrigation system is made temporarily inoperable due to the Work. Replace dead plant material as required in the event of failure to comply with this provision.

#### **1.11 PROTECTION OF EXISTING AND INSTALLED WORK**

- A. Protect installed Work. Control activity in immediate work area.
- B. Provide temporary and removable protection for installed products.
- C. Protect finished floors, stairs, roofs, and other surfaces from traffic, dirt, wear, and movement of heavy objects with durable sheet materials.
- D. Prohibit traffic and storage on roof surfaces and landscaped areas.

#### **1.12 TEMPORARY FIRE PROTECTION**

- A. Install and maintain temporary fire protection components. Establish and follow procedures to protect against fire losses. Comply with NFPA 241.
- B. Fire extinguishers: Provide hand carried, portable, UL rated fire extinguishers of type and size recommended by NFPA 10 for building exposure conditions. Place in accessible, convenient locations in clear view with a minimum of one extinguisher per floor.
- C. Access: Maintain unobstructed access to fire hydrants, water supply, fire extinguishers, stairways, and access routes for fighting fires.

- D. Heating devices: Exercise care and monitor use of temporary heaters to minimize fire risk.
- E. Store combustible materials in fire-safe containers.
- F. Volatile products: Do not store paints, varnishes, paint removers, solvents, adhesives, cleaning rags, and other volatile products in building. Take precautionary measures to prevent fire hazards and spontaneous combustion.
- G. Cutting and welding: Approve in advance use of open flame cutting, welding, and soldering equipment. Ensure that safe conditions exist before granting approval.

### 1.13 TEMPORARY EROSION AND SEDIMENT CONTROLS

- A. Prevent temporary collection of sediment on sidewalks, parking lots, streets and driveways. Clean such surfaces promptly if such conditions exist due to the Work.
- B. National Pollution Discharge Elimination System (NPDES) permit and procedures for preparing a Storm Water Pollution Prevention Plan (SWPPP).
  - 1. Contractor shall determine whether Project requires an EPA NPDES storm water discharge permit in conformance with all regulations governing the disturbance of construction site areas.
  - 2. If storm water discharge permit is required, then both Contractor and Owner shall be designated as separate permittees and the Contractor shall do the following:
    - a. Prepare a Storm Water Pollution Prevention Plan (SWPPP) document as necessary to ensure compliance with any and all NPDES construction storm water permitting plan requirements.
    - b. Prepare and submit all EPA documentation and forms required of Contractor for permit.
    - c. Assist Owner with preparation and submittal of all EPA documentation and forms specifically required of Owner for permit. Provide all required project-related information to Owner as necessary.
    - d. At Final Completion of Project, Contractor shall complete and submit documentation to EPA as required and to Design Professional as part of Project Closeout documentation package. See Section 01 7800 of Specifications.

3. If a storm water discharge permit is not required, then the Contractor shall submit to the Design Professional and Owner prior to mobilization a signed statement containing specific written justification why such permit is not required on the Project.
4. The Contractor shall manage the discharge of storm water from the site in accordance with NPDES permit and the provisions of the SWPPP. The Contractor shall be responsible for installing and maintaining any necessary storm water control measures in accordance with control device manufacturer's recommendations and the provisions of the SWPPP. The Contractor shall monitor the suitability of the designated control measures and management practices to achieve the storm water quality provisions of the NPDES permit, and shall make any necessary changes to the controls and practices in order to meet the permit requirements. The Contractor shall be responsible for updating the SWPPP and maintaining all records related to the SWPPP. A copy of the approved SWPPP shall be kept on the jobsite at all times. Contractor shall be liable for all fines and construction delays resulting from any governmental agency enforcement action due to failure by the Contractor to satisfy the above requirements.
5. Contractor is responsible for payment of all applicable fees and permits related to SWPPP approval process and for full cost of control measures for the Project.

#### **1.14 ACCESS**

- A. Refer to Drawings AS5.3 for designated area of construction. Location of acceptable staging area, access routes and site entrances will be coordinated with the Owner. Protect existing curbs and walks traversed by construction vehicles from damage.
- B. Identify access to Contractor's work and office area with appropriate signs so that delivery personnel and others may contact Contractor. Event Center shall not be used as destination for Contractor's deliveries.
- C. Prevent unauthorized personnel from accessing any other buildings or site through Contractor's work area.

#### **1.15 FIELD FACILITIES**

- A. Provide and maintain a weathertight, fully equipped field office.
- B. Provide space for project meetings with table and chairs to accommodate 6 persons.
- B. Provide and maintain storage sheds and other facilities as required.
- C. Arrange for parking for work force in manner approved by Owner. Do not limit Own



er's requirements for parking.

### **1.16 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required sanitary facilities for work force.
- B. New and existing toilet facilities shall not be used by work force.

### **1.17 DRINKING WATER**

- A. Provide independent source of drinking water for workforce. Owner's drinking fountains shall not be routinely available for Contractor's use.

### **1.18 PROJECT SIGNS**

- A. Construction Sign.
  - 1. Furnish project sign and erect on site at location designated by Design Professional.
  - 2. Construction: 8'-0" wide by 4'-0" tall banner with perforated material or slits for wind.
  - 3. Sign shall be printed at a reprographics house on a flexible substrate with UV protection
  - 4. Design, style and sizes of lettering, color, and text shall be as provided by Design Professional.
  - 6. Allow no other signs to be displayed without approval of Design Professional or as required by Owner.

### **1.18 BULLETIN BOARD**

- A. Furnish and maintain bulletin board adjacent to field office. Display the following throughout construction period:
  - 2. State wage rates.
  - 3. Safety requirements.
  - 4. Official notices and announcements.

### **1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary above grade and buried utilities, equipment, facilities, and excess materials prior to final inspection.
- B. Clean and repair damage caused by installation of temporary facilities.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01 5000**

## SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes general protection of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
  - 1. Section 01 5000 "Temporary Facilities and Controls" for temporary site fencing.
  - 2. Section 31 1000 "Site Clearing" for removing existing trees and shrubs.

## 1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by **a diameter tape or the average of the smallest and largest diameters** at a height 6 inches (150 mm) above the ground for trees up to and including 4-inch (100-mm) size at this height and as measured at a height of 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and **defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.**
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of the following:
  - 1. Protection-Zone Fencing: Assembled Samples of **manufacturer's standard size made from full-size components.**
  - 2. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
  - 1. Use sufficiently detailed photographs or video recordings.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

## 1.6 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

## 1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Protection-Zone Fencing: Fencing fixed in position and meeting **one of** the following requirements: **Previously used materials may be used when approved by Architect.**
  - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel

wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart.

- a. Height: **48 inches**
  - b. Color: High-visibility orange, nonfading.
- B. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
1. Size and Text: Caution Tree-Protection Zone
  2. Lettering: **3-inch** high minimum, **black** characters on **white** background.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

#### 3.2 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones **before materials or equipment are brought on the site and construction operations begin** in a manner that will prevent people **and animals** from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign for every protection-zone fencing.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
  1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

### 3.3 EXCAVATION

- A. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.

### 3.4 ROOT PRUNING

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
3. Cover exposed roots with burlap and water regularly.
4. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."

### 3.5 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
  1. Submit details of proposed pruning and repairs.
  2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
  3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than **25** dead or in an unhealthy condition **before the end of the corrections period** or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
  1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures **6 inches** or smaller in caliper size.
  2. Large Trees: Provide **two** new tree(s) of **6-inch** caliper size for each tree being replaced that measures more than **6 inches**.
    - a. Species: match existing

### 3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

**END OF SECTION 01 5639**

**SECTION 01 6000 - PRODUCT REQUIREMENTS****PART 1 - GENERAL**

## 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 selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 1000 "Summary" for Contractor requirements related to Owner-furnished products.
  - 2. Section 01 2500 "Substitution Procedures" for requests for substitutions.
  - 3. Section 01 4000 "Quality Requirements" for establishing date of commencement of Warranties.
  - 4. Section 01 4200 "References" for applicable industry standards for products specified.
  - 5. Section 01 7700 "Closeout Procedures" for submitting warranties.

## 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved by Architect through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. **Basis-of-Design Product Specification:** A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. **Evaluation of Comparable Products:** In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. **Subject to Compliance with Requirements:** Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. **Comparable Product Request Submittal:** An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. **Basis-of-Design Product Specification Submittal:** An action submittal complying with requirements in Section 01 3300 "Submittal Procedures."
- F. **Substitution:** Refer to Section 01 2500 "Substitution Procedures" for definition and limitations on substitutions.

#### 1.4 QUALITY ASSURANCE

- A. **Compatibility of Options:** If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. **Resolution of Compatibility Disputes between Multiple Contractors:**
    - a. Contractors are responsible for providing products and construction methods compatible with products and construction methods of other contractors.



- b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
  1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.
  3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

## 1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

## C. Storage:

1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
2. Store products to allow for inspection and measurement of quantity or counting of units.
3. Store materials in a manner that will not endanger Project structure.
4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 7700 "Closeout Procedures."

**PART 2 - PRODUCTS**

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
    - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following: "
  2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following: "
  3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

- a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following: "
  4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
    - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: "
    - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
  5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following: "
  6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
    - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: "
    - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
  7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
    - a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 2500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 2500 "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 01 3300 "Submittal Procedures."

1. Form of Approval of Submittal: As specified in Section 01 3300 "Submittal Procedures."
2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

## **PART 3 - EXECUTION (Not Used)**

### **END OF SECTION 01 6000**

## SECTION 01 7000 - EXECUTION REQUIREMENTS

**PART 1 - GENERAL****1.1 SUMMARY**

## A. Section includes:

1. Basic requirements for examination, preparation and installation.
2. Requirements and limitations for cutting and patching incidental to work, including excavation and backfilling, and as required making several parts fit together.
3. Progress cleaning.

## B. Related documents and sections:

1. Section 01 5000 - Temporary Facilities and Controls: Temporary barriers and enclosures.
2. Section 01 7700 - Closeout Procedures: Final cleaning.
3. Section 02 4119 - Selective Demolition: Minor demolition required to accommodate new construction and renovation.
4. Section 07 9200 - Joint Protection: Sealing of conduits, piping, and other items penetrating structure.

**1.2 LOCATION OF UNDERGROUND UTILITIES**

- A. The Contractor shall arrange for all spotting of lines by utility companies in advance of any excavation work.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Patching and replacement materials: Those used for original installation.
- B. Product substitutions: For any proposed change in patching materials, submit request for substitution in accordance with Section 01 6500 - Substitution Procedures.

**PART 3 - EXECUTION**

**3.1 ROOF PENETRATIONS**

A. New roofing:

1. Coordinate, locate and schedule roof penetrations prior to installation of new roof system.
2. Coordinate roof penetrations such that installation does not void roof warranty.

- B. Existing roofing: Prior to penetrating, cutting, and patching existing roofing, verify with Owner if roof is under warranty. If warranted, employ roof contractor certified by manufacturer of roof system, make required inspections and notifications, and perform cutting and patching as required to ensure warranty is not violated. Protect building interior during operations and return roof to weathertight condition after the work is performed.

**END OF SECTION**

SECTION 01 7500 - STARTING AND ADJUSTING

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes: General procedures for starting, monitoring, and adjusting items of equipment and complete systems.
- B. Related sections:
  - 1. Section 01 3300 – Submittal Procedures: HVAC & Controls Construction Checklists.
  - 2. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals
  - 3. Section 23 0593 - Testing, Adjusting, and Balancing: Balancing of HVAC system.

**PART 2- PRODUCTS**

Not used.

**PART 3 - EXECUTION**

**3.1 STARTING OF SYSTEMS**

- A. Submit written Construction Checklists in accordance with Section 01 3300 - Submittal Procedures that equipment and systems have been properly installed and are functioning correctly.

**END OF SECTION 01 7500**



SECTION 01 7700 - CLOSEOUT PROCEDURES

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Section includes:

1. Closeout procedures.
2. Final cleaning.
3. Final inspection.
4. Inspection held immediately prior to end of one year correction period.

B. Related documents and sections:

1. Section 01 7000 - Execution Requirements: Progress cleaning.
2. Section 01 7500 – Starting and Adjusting: Starting and adjusting items of equipment and complete systems.
3. Section 01 7800 - Closeout Submittals: Submittal of project record documents, operation and maintenance manuals, warranties, certificates of inspection, extra materials, and keys.
4. Section 01 7900 – Demonstration and Training: Demonstrations and training for Owner's personnel.

**1.2 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Prior to or in conjunction with submission of Contractor's request for Substantial Completion, submit the items specified in Section 01 7800 - Closeout Procedures:

**1.3 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection by methods and with materials and equipment suitable for commercial/institutional building maintenance.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION 01 7700**

## SECTION 01 7800 - CLOSEOUT SUBMITTALS

**PART 1 – GENERAL****1.1SUMMARY**

- A. Section includes procedures for preparing and submitting closeout submittals:
1. Project Record Documents.
  2. Operation and maintenance manuals and data.
  3. Warranties.
  4. Insurance information.
  5. Certificates of inspection and compliance.
  6. Maintenance tools.
  7. Extra materials.
  8. Keys.
- B. Related documents and sections:
- 1 Section 01 3300 - Submittal Procedures: Submittal of shop drawings, product data, samples, installation instruction, reports and other submittals during construction prior to closeout.
  - 2 Section 01 7500 – Starting and Adjusting: Starting and adjusting items of equipment and complete systems.
  - 3 Section 01 7700 – Closeout Procedures: Requirements for achieving Substantial Completion and Final Completion.

**1.2OPERATION AND MAINTENANCE DATA**

- A. Provide operation and maintenance data as indicated in the individual specification sections.
- B. Provide written sequence of operations for each automated building system, including those related to the following:
1. Life safety system(s).

2. Electrical system(s).
3. Mechanical system(s).
4. Other automated building systems and components.

C. Submission:

1. Submit data to Design Professional in one or more binders.
2. Submit for review one draft copy 30 days prior to need date or as otherwise specified. This copy will be returned after review with Design Professional's comments. Revise content as required.
3. Once approved, submit copies of final operation and maintenance manuals as follows:
  - a. Two (2) hard copies and two (2) electronic USB thumb drives of entire manual to District.
4. All manuals shall be submitted prior to or in conjunction with Contractor's request for Substantial Completion and prior to demonstration and training session.

D. Contents:

1. Appropriate design criteria.
2. Equipment parts list.
3. Equipment inventory data (on Owner-provided electronic forms) and parts lists.
4. Roofing data (on Owner-provided electronic forms).
5. Operating instructions.
6. Maintenance instruction for equipment and finishes.
7. Shop drawings and product data.
8. Written sequence of operations for each automated building system including those related to the following:
  - a. Life safety system(s).

- b. Electrical system(s).
  - c. Mechanical system(s).
9. Testing, balancing, and other field quality reports.
  10. Copies of warranties.
  11. Directory listings
  12. Other material and information as indicated in individual specification sections and as necessary for operation and maintenance by Owner's personnel.
- E. Form:
1. Hard copies of manuals shall be 8-1/2 x 11 inch text pages bound in three ring expansion binders with a hard durable plastic cover. All documents to be originals unless otherwise noted.
  2. Prepare binder covers with printed subject title of manual, title of project, date, and volume number when multiple binders are required. Printing shall be on face and spine.
  3. Internally subdivide the binder contents with divider sheets with typed tab titles under reinforced plastic tabs. Place dividers at beginning of each chapter, part, section, and appendix.
  4. Provide a table of contents for each volume.
  5. Provide directory listing as appropriate with names addresses, and telephone numbers of Design Professional, Contractor, subcontractors, equipment suppliers, and nearest service representatives. Provide emergency 24-hour service contact information for all subcontractors, service contractors and principal vendors.
  6. Provide electronic USB thumb drive with each manual including all data required to be submitted electronically. Include hard copy with each manual.

### **1.3 WARRANTIES**

- A. Provide duplicate notarized copies of special and extended warranties as required by individual specifications sections.
- B. Submit warranties to Design Professional prior to or in conjunction with submission of Notice of Substantial Completion.

- C. Execute and assemble warranties from subcontractors, suppliers, and manufacturers.
- D. Provide Table of Contents and assemble in three ring binder with a hard durable plastic cover. Internally subdivide the binder contents with permanent page dividers, with tab titling clearly typed under reinforced laminated plastic tabs.
- E. For items of work delayed beyond date of Substantial Completion, provide updated warranty submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

#### **1.4 CERTIFICATES OF INSPECTION AND COMPLIANCE**

- A. For inspections throughout the construction period required by regulatory agencies, obtain and maintain certificates issued to show compliance.
- B. Assemble certificates and any formal written evidence of regulatory compliance in three ring binder with table of contents and submit to Design Professional prior to or in conjunction with submission of Notice of Substantial Completion.
- C. Certificate of Occupancy: Prior to Substantial Completion, obtain from authorities having jurisdiction Certificate of Occupancy. Submit with Notice for Substantial Completion.

#### **1.5 INSURANCE INFORMATION**

- A. Submit prior to or in conjunction with submission of Contractor's request for Substantial Completion information regarding insurance including change over requirements and insurance extensions.

#### **1.6 MAINTENANCE TOOLS**

- A. Provide any hardware and software tools (including software keys) that are proprietary to the mechanical systems and that may be necessary for service during their lifecycle.
- B. Tools shall be as provided or recommended by manufacturers of installed equipment and systems. Types and sizes shall be as specifically required for installed products.
- C. Tools shall be available and their use demonstrated during training sessions specified in Section 01 7500 - Starting, Adjusting, and Demonstrating.
- D. Prior to, or concurrent with Contractor's request for Substantial Completion, deliver maintenance tools to Owner's representative. Prepare inventory of tools provided and obtain receipt from Owner's representative.

**1.7EXTRA MATERIALS**

- A. Provide spare parts and maintenance materials in quantities specified in individual sections.
- B. Extra materials shall be produced by the same manufacturer of and compatible with the installed products.
- C. Prior to or concurrent with submission of Notice of Substantial Completion deliver extra materials in unopened containers to Owner's representative at designated storage area at project site and place in location as directed. Obtain receipt from Owner's representative.
- D. During one year correction period:
  - 1. Extra materials may be used by Contractor to replace expendable and normally worn parts.
  - 2. Extra materials used by Contractor for replacement of defective products shall be replaced at no additional cost to Owner.

**1.8KEYS**

- A. Prior to or in conjunction with submission of Contractor's request for Substantial Completion, provide Owner with all keys for:
  - 1. Door hardware locks after re-keying in accordance with Section 08 7100 - Door Hardware.
  - 2. Access doors and panels.
  - 3. Electrical panel boards and other equipment.
- B. Provide a minimum of two keys for each lock.
- C. Clearly label each key as to function and location of lock.
- D. Obtain receipt from Owner's representative.
- E. Prior to, or in conjunction with Final Completion, return all keys lent out by Owner to Contractor for access to existing spaces, gates, etc. for the Work. Obtain receipt from Owner.

**1.9 MISCELLANEOUS SECURITY-RELATED MATERIALS AND COMPONENTS**

A. Prior to or in conjunction with Final Completion and in accordance with Article 9.10.1 – General Conditions of the Contract, deliver to Owner and obtain receipt for:

1. All miscellaneous security-related items loaned to Contractor during the progress of the job, including:
  - a.. Owner-furnished security badges and passes
  - b. Owner-furnished construction signs

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION 01 7800**



## SECTION 01 7810 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. See all Divisions listed herein and contained contract requirements for specific requirements for Project Record Documents of products in those Sections.

## 1.3 SUBMITTALS

- A. Record Drawings: Submit two sets of marked-up Record Prints.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

## PART 2 - PRODUCTS

## 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include complete set, identify Drawings included.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. Note related Change Orders, Record Drawings, and Product Data where applicable.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Product Data where applicable.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

**END OF SECTION 01 7810**

## SECTION 01 7900 - DEMONSTRATION AND TRAINING

**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes: Training of Owner's designated personnel in operation and maintenance of equipment and systems.
- B. Related sections:
  - 1. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.

**1.2 SUBMITTALS**

- A. Provide in accordance with Section 01 3300 - Submittal Procedures:
  - 1. List of names, resumes, and qualifications of personnel conducting training sessions.
  - 2. Preliminary schedule listing times, dates, and outline showing organization and proposed contents of training sessions for approval by Design Professional and Owner.
  - 3. Copies of training manuals and other materials to be used in training sessions for approval by Design Professional and Owner.
  - 4. Provide Owner additional copy of audio visual material on the same media used in training sessions.
  - 5. Three (3) copies of training manuals for future use in training by Owner.
  - 6. Submit report within 1 week after completion of training that sessions have been satisfactorily completed. Give times, dates, list of persons trained, and summary of instructions.

**1.3 QUALITY ASSURANCE**

- A. Personnel conducting demonstration and training sessions shall be knowledgeable of installation, operation, sequence of operations, and maintenance of specific project equipment and systems. Where appropriate manufacturer's representatives shall conduct training.

**PART 2- PRODUCTS****2.1 TRAINING MATERIALS**

- A. Training manuals: Loose leaf notebook format with agenda and objectives of each lesson.
  - 1. Manuals shall describe function, operation, sequence of operations, and maintenance of various

items of equipment and be suitable for personnel with high school education.

2. Manuals shall be suitable for future training of Owner personnel by Owner staff.
  3. Manuals shall be a useful reference for staff maintaining facility.
- B. Visual aids: Provide charts, handouts, overhead projector slides, electronic presentations, and other visual aids required to make effective presentation and facilitate training.
1. Equipment needed for showing visual training aids shall be provided by Contractor.
  2. Visual aids shall be suitable for use by Owner's staff to train additional personnel in the future.

### **PART 3 - EXECUTION**

#### **2.1 SCHEDULING**

- A. Schedule demonstration and training sessions after equipment and systems have been completely installed, startup completed, and adjustments made. Single demonstration and training session shall be conducted of all items prior to substantial completion. Schedule with Design Professional to accommodate Owner's representatives.

#### **2.2 DEMONSTRATION AND TRAINING**

- A. Provide demonstration and training session to emphasize operation, sequence of operations, use, and maintenance of installed items and systems:
1. Mechanical systems specified in Divisions 21, 22 and 23.
  2. Integrated Automated Controls specified in Division 25.
  3. Electrical systems specified in Division 26, 27 and 28.
  4. Other items and systems as designated by Design Professional or requested by Owner.
- B. Conduct at project site using actual installed equipment and systems.
- C. Owner shall be responsible for designating and notifying personnel to attend and ensuring attendance at scheduled sessions.
- D. Have copies of operation and maintenance manuals specified in Section 01 7800 - Closeout Submittals available. Use as training aids. Include training on each of written sequence of operations contained in the Operations & Maintenance Manual.
- E. Owner shall have right to record or video tape demonstration and training sessions.

**END OF SECTION 01 7900**

**SECTION 01 1000 - SUMMARY****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes:
  - 1. Work sequence.
  - 2. Contractor use of site.
  - 3. Definitions.
  - 4. Abbreviations.
- B. Related documents and sections:
  - 1. Section 01 2310 - Bid Lots

**1.2 CONTRACTOR USE OF SITE**

- A. The project site will be partially occupied during construction. Cooperate with Owner to minimize conflict and to facilitate Owner's operations during regular and after-hours use.
- B. Contractor will have restricted use of site to allow Owner occupancy.
  - 1. Access to site by trucks, equipment, and automobiles: Owner shall designate entrance route to site and location for Temporary Facilities and Controls.
  - 2. On-site construction vehicle and equipment traffic shall be limited to pathways, areas and time periods approved in advance by Owner to ensure safe site conditions. The Contractor shall strictly maintain close communication with designated Owner representative(s) on matters of on-site construction traffic scheduling and promptly inform them in advance of any significant changes to related pre-authorized arrangements. Do not proceed with altered arrangements prior to designated school representative(s) approval.
  - 3. Parking: To be coordinated with Owner
  - 4. Unless otherwise agreed to in advance by Owner, construction shall be performed only during these time periods:
    - a. To be coordinated with Owner

5. Construction activities shall be limited to areas of actual construction refer to AS5.3 Staging Plan for specific requirements. Unless otherwise agreed to in advance by Owner, restrict workmen from entering adjacent restricted areas:
    - a. Any areas outside the designated area of construction
  6. Existing toilet rooms are off-limits to Contractor unless they are not available for use by the school due to the approved schedule of work.
- C. Contractor shall make arrangements with Owner to secure any keys necessary for access to existing building and site areas so that the work can be performed. The Contractor assumes sole responsibility for the security and use of keys obtained from the Owner and shall not reproduce them nor lend them out during the progress of the work.

### **1.3 CONTRACTOR'S PERSONNEL JOBSITE RESTRICTIONS**

- A. Contractor shall enforce the following requirements on his entire workforce throughout the progress of the Work:
1. All personnel on site, directly or indirectly in the employ of Contractor, are restricted from any interaction with any Owner, Owner's staff, or other members of the public while on, or adjacent to Owner's property except through jobsite meetings conducted by the Design Professional and the Owner or as otherwise determined by the Owner.
  2. Contractor's personnel shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through Project Superintendent.
  3. No firearms or other types of weapons, of any sort are allowed on site. If member of the Contractor's workforce is found to be in possession of a firearm, of any kind, they will be directed to leave immediately and will not be allowed to return. This includes firearms found in company or private vehicles, tool boxes, or brought on site in any other manner;
  4. Smoking shall be limited to designated areas on a new, or un-occupied, site, if allowed in advance by Owner.
  5. There shall be no use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises. The Contractor shall also prohibit the presence of an individual with such substances in their body from the workplace.
  6. Any employee who is found in violation of requirements of these restrictions, or



of any others within the Contract Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of the Owner.

7. Comply with Owner's procedures for individual visual identification of Contractor's workforce on school site and in occupied areas. If identification badges are required make sure that they are worn at all times on site during the work.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01 1000**

**SECTION 01 2310 – BID LOTS****PART 1 - GENERAL**

## 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 bid lots including descriptions for bid lots which isolate certain portions of the Work for identification in the Proposal Form.
- B. Related Requirements:
  - 1. Section 01 5639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
  - 2. Section 02 4119 "Selective Demolition" for procedures related to the demolition, removal, dismantling and salvage of existing items to be reused or recycled.
  - 3. Section 31 1000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

## 1.3 DEFINITIONS

- A. Bid Lot: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Bid Lots described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each bid lot is the net addition to or deduction from the Contract Sum to incorporate bid lots into the Work. No other adjustments are made to the Contract Sum.

## 1.4 CONDITIONS

- A. All requirements of General and Supplementary Conditions, applicable sections of Specifications, and applicable portions of Drawings shall govern scope, quality, and execution of Bid Lots.

- B. Owner reserves the right to accept Bid Lots in any order, not in the order listed on proposal Form.

### 1.5 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the bid lot into Project.
  - 1. Include, as part of each bid lot, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of bid lot.
- B. Execute accepted bid lot under the same conditions as other Work of the Contract.
- C. Lump sum prices for accepted bid lots shall include all costs of labor, materials, equipment, permits, fees, insurance, bonds, overhead, and profit.
- D. Schedule: A Part 3 "Schedule of Bid Lots" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each bid lot.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### 3.1 SCHEDULE OF BID LOTS

- A. Base Bid: Livestock Pavilion Project
  - 1. All work not included within the Bid Lots: Include a lump sum proposal amount to Construct a new Livestock Pavilion including all utility and roadway infrastructure, parking areas, concrete driveways, curbs, sidewalks, fencing and storm drainage improvements as indicated within the Contract Documents.
- B. Bid Lot No. One: Salvage Operations.
  - 1. At buildings to be demolished, cost to salvage existing metal wall and roofing panels, and return panels to Curry County for future use offsite ”
- B. Bid Lot No. Two: Exterior Improvements.
  - 1. Cost to include exterior improvements beyond those identified within the base bid drawing. Includes paving, benches, planters, electrical power receptacles, pole mounted site lighting, and new electrical gear. Note: Base bid to include conduit stubs for future

site electrical connections, sleeving for future site plumbing connections, conduit stubs for future site lighting.”

C. Bid Lot No. Three: Exterior Pavement Improvements.

1. Cost to include exterior paving improvements beyond the paving identified within the base bid drawing or bid lot two drawings.”

D. Bid Lot No. Four: Shade Structure.

1. Cost to add the entrance shade structure, including new structural steel framing, associated footings, and repurposed/salvaged perforated metal pen enclosure panels from the existing animal stalls.”

E. Bid Lot No. Five: Reduced Area.

1. Cost to reduce the building area by eliminating the building elements between gridlines 8 and 9, and shifting grid lines 9 and 10 to the west by thirty feet, thereby eliminating thirty feet from the building's base bid length.

F. Bid Lot No. Six: AG Building Demolition.

1. Cost to demolish the existing AG Building, including all above ground construction, concrete slabs, footings, and underground utilities as indicated on Drawing AD1.1, “Architectural Site Demolition Plan.”

**END OF SECTION 01 2310**