

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

October 31, 2018

Mike Balaskovits, PE
Bohannon Huston, Inc.
7500 Jefferson St NE
Albuquerque, NM 87109

RE: Andalucía Phase 2, Bldg D
5600 Coors Blvd NE
Request for Certificate of Occupancy – Permanent
Engineer's Certification – Accepted
Grading Plan Stamp Date: 5/31/17
Certification Dated: 10/26/18
Hydrology File: E12D015E1

PO Box 1293

Dear Mr. Balaskovits:

Albuquerque

Based on submittal received on 10/26/18 the Engineer's Certification approved in support of Certificate of Occupancy (Permanent) by Hydrology.

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

NM 87103

Sincerely,

www.cabq.gov

Dana M. Peterson
Senior Engineer, Planning Dept.
Development Review Services

C: Email Fox, Debi; Tena, Victoria; Sandoval, Darlene; Costilla, Michelle



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Andalucia Phase 2 Bldg 'D' **Building Permit #:** _____ **Hydrology File #:** E12/D0150D

DRB#: _____ **EPC#:** _____ **Work Order#:** _____

Legal Description: _____

City Address: 5600 Coors Blvd

Applicant: Bohannon Huston, Inc. **Contact:** Mike Balaskovits

Address: 7500 Jefferson St. NE

Phone#: 505-823-1000 **Fax#:** 505-798-7980 **E-mail:** mbalaskovits@bhinc.com

Other Contact: Studio Southwest Architects, Inc. **Contact:** Ron Burstein

Address: 7101 Mountain Rd. NW Albuquerque, NM 87104

Phone#: 505-843-9639 **Fax#:** 505-992-0585 **E-mail:** rburstein@studioswarch.com

TYPE OF DEVELOPMENT: ☐ PLAT ☐ RESIDENCE ☐ DRB SITE ☐ ADMIN SITE

Check all that Apply:

DEPARTMENT:

- ☒ HYDROLOGY/ DRAINAGE
☐ TRAFFIC/ TRANSPORTATION

TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
☐ PAD CERTIFICATION
☐ CONCEPTUAL G & D PLAN
☒ GRADING PLAN
☐ DRAINAGE REPORT
☐ DRAINAGE MASTER PLAN
☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
☐ ELEVATION CERTIFICATE
☐ CLOMR/LOMR
☐ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ STREET LIGHT LAYOUT
☐ OTHER (SPECIFY) _____
☐ PRE-DESIGN MEETING?

IS THIS A RESUBMITTAL?: ☐ Yes ☒ No

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☐ BUILDING PERMIT APPROVAL
☒ CERTIFICATE OF OCCUPANCY

☐ PRELIMINARY PLAT APPROVAL
☐ SITE PLAN FOR SUB'D APPROVAL
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
☐ FINAL PLAT APPROVAL

☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
☐ FOUNDATION PERMIT APPROVAL
☐ GRADING PERMIT APPROVAL
☐ SO-19 APPROVAL
☐ PAVING PERMIT APPROVAL
☐ GRADING/ PAD CERTIFICATION
☐ WORK ORDER APPROVAL
☐ CLOMR/LOMR
☐ FLOODPLAIN DEVELOPMENT PERMIT
☐ OTHER (SPECIFY) _____

DATE SUBMITTED: 10/26/2018 **By:** Mike Balaskovits

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

CITY OF ALBUQUERQUE



April 25, 2018

Mike Balaskovits
Bohannon Huston, Inc.
7500 Jefferson St NE
Albuquerque, NM 87109

RE: **Andalucia Phase 1, Bldgs A, B, and C**
5600 Coors Blvd NW
Request for Certificate of Occupancy – Permanent
Hydrology Final Inspection - Approved
Engineer's Stamp Date 2/3/17 (E12D015D)
Certification Dated: 4/25/18

Dear Mr. Balaskovits,

PO Box 1293

Based on the certification received 4/25/18, this submittal is approved in support of Certificate of Occupancy (Permanent) by Hydrology.

Albuquerque

If you have any questions, you can contact me at 924-3695 or dpeterson@cabq.gov.

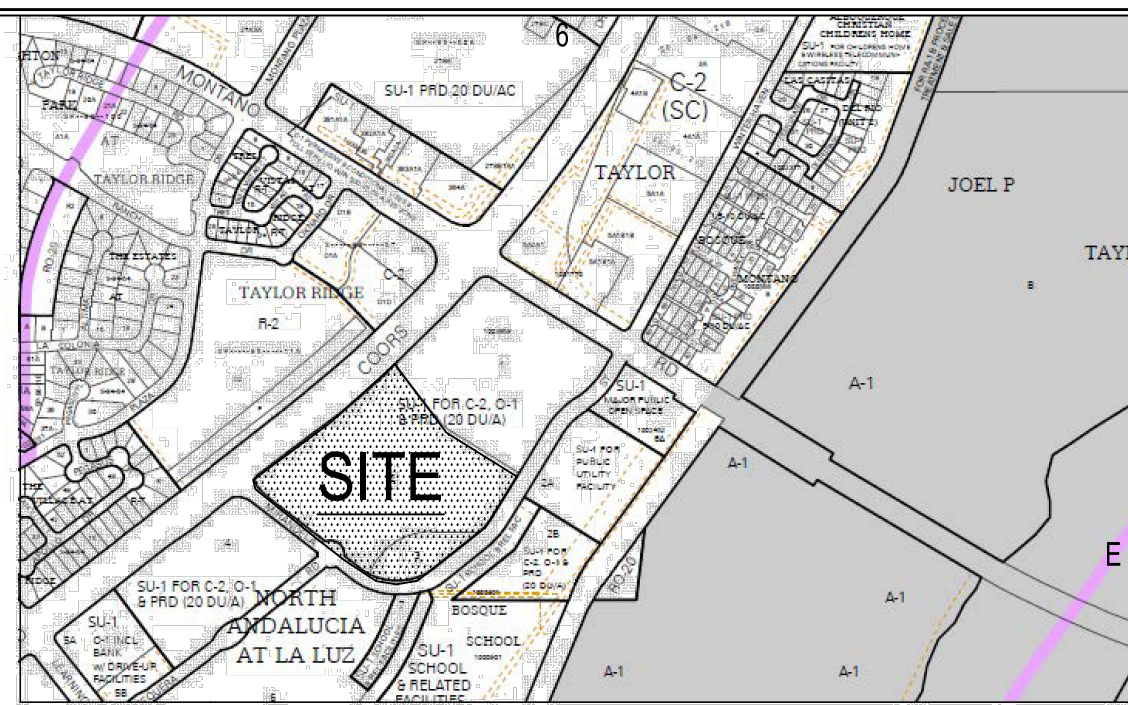
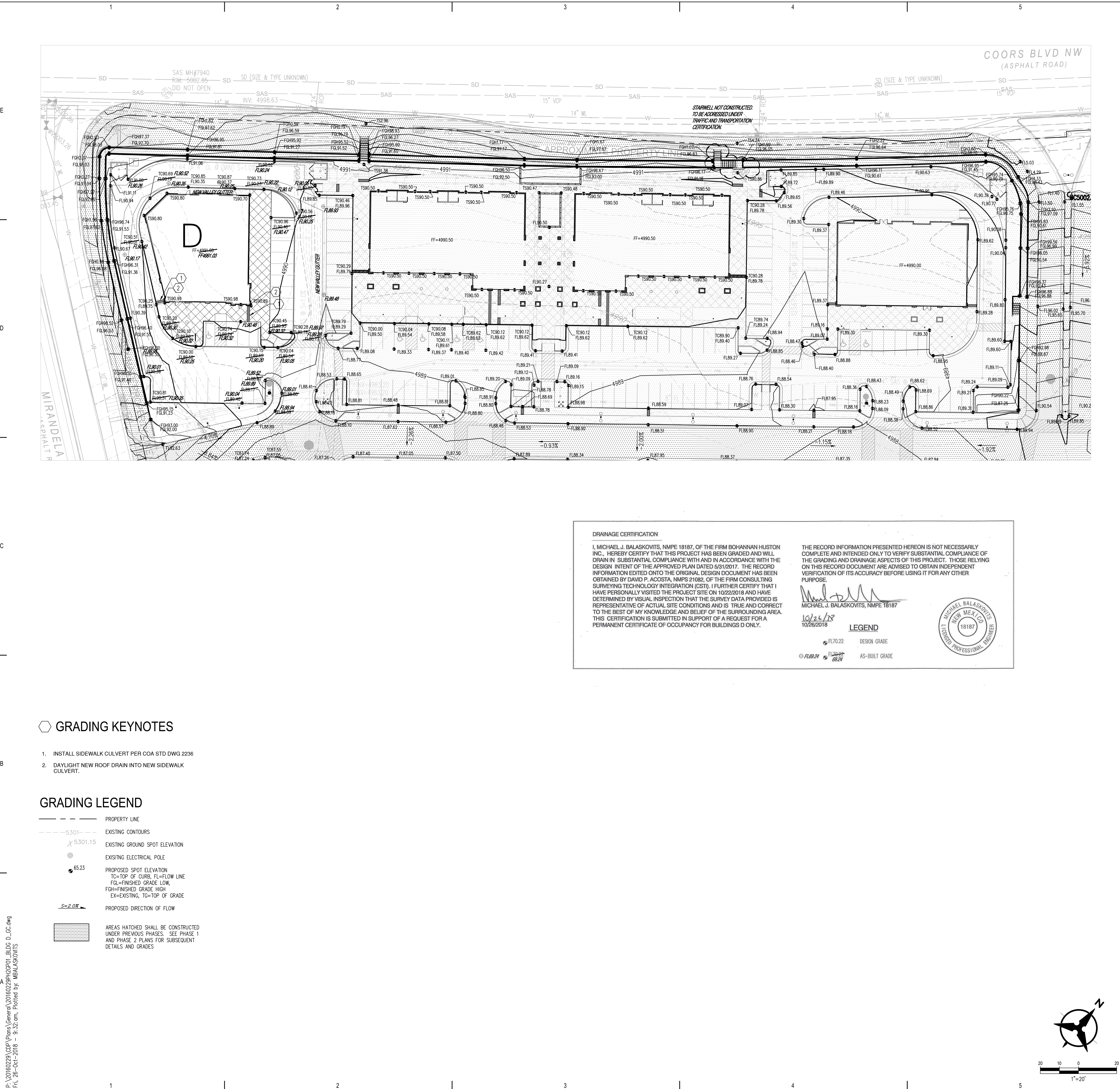
NM 87103

Sincerely,

www.cabq.gov

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development and Review Services

C: Email Serna, Yvette M.; Fox, Debi; Tena, Victoria C.; Sandoval, Darlene M.



VICINITY MAP ZONE MAP E-12

GENERAL NOTES

- ALL WORK DETAILED ON THESE PLANS AND PERFORMED UNDER THIS CONTRACT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE PROJECT GEOTECHNICAL REPORT. WHERE APPLICABLE, CITY OF ALBUQUERQUE PUBLIC WORKS STANDARDS SHALL APPLY.
- THE CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, RULES AND REGULATIONS WHICH APPLY TO THE CONSTRUCTION OF THESE IMPROVEMENTS, INCLUDING EPA REQUIREMENTS WITH RESPECT TO STORM WATER DISCHARGE.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL POTENTIAL OBSTRUCTIONS INCLUDING ALL UNDERGROUND UTILITIES. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION OBSERVER OR ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
- TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT LINE LOCATING SERVICE FOR LOCATION OF EXISTING UTILITIES.
- ALL ELECTRICAL, TELEPHONE, CABLE TV, GAS AND OTHER UTILITY LINES, CABLES, AND APPURTENANCES ENCOUNTERED DURING CONSTRUCTION THAT REQUIRE RELOCATION, SHALL BE COORDINATED WITH THAT UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL NECESSARY UTILITY ADJUSTMENTS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR DELAYS OR INCONVENIENCES CAUSED BY UTILITY COMPANY WORK CREWS. THE CONTRACTOR MAY BE REQUIRED TO RESCHEDULE HIS ACTIVITIES TO ALLOW UTILITY CREWS TO PERFORM THEIR REQUIRED WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AND APPROVED BY THE CONSTRUCTION OBSERVER.
- CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE PROPERTY AND/OR PROJECT LIMITS. ANY DAMAGE TO ADJACENT PROPERTIES RESULTING FROM THE CONSTRUCTION PROCESS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT SHALL NOT OBSTRUCT DRIVEWAYS OR DESIGNATED TRAFFIC LANES. THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT OR MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FOR THE PROJECT PRIOR TO COMMENCING CONSTRUCTION (I.E. BARRICADING, TOPSOIL, DISTURBANCE, EXCAVATION PERMITS, EPA STORM WATER PERMITS, ETC.).
- ALL PROPERTY CORNERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL PROPERTY CORNERS MUST BE RESET BY A REGISTERED LAND SURVEYOR.
- THE CONTRACTOR SHALL PREPARE A CONSTRUCTION TRAFFIC CONTROL AND SIGNING PLAN AND OBTAIN APPROVAL OF SUCH PLAN FROM THE CITY OF ALBUQUERQUE, TRAFFIC ENGINEERING DEPARTMENT, PRIOR TO BEGINNING ANY CONSTRUCTION WORK ON OR ADJACENT TO EXISTING STREETS.
- ALL BARRICADES AND CONSTRUCTION SIGNING SHALL CONFORM TO APPLICABLE SECTIONS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), US DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
- THE CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTION BARRICADES AND SIGNING AT ALL TIMES. THE CONTRACTOR SHALL VERIFY THE PROPER LOCATION OF ALL BARRICADING AT THE END AND BEGINNING OF EACH DAY.
- THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO CONFORM WITH EPA REQUIREMENTS, INCLUDING COMPLIANCE WITH NPDES PHASE 2 REQUIREMENTS.

GRADING NOTES

- EXCEPT AS PROVIDED HEREIN, GRADING SHALL BE PERFORMED AT THE ELEVATIONS AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS PLAN.
- THE COST FOR REQUIRED CONSTRUCTION DUST AND EROSION CONTROL MEASURES SHALL BE INCIDENTAL TO THE PROJECT COST.
- ALL WORK RELATIVE TO FOUNDATION CONSTRUCTION, SITE PREPARATION, AND PAVEMENT INSTALLATION, AS SHOWN ON THIS PLAN, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "GEOTECHNICAL INVESTIGATION". ALL OTHER WORK SHALL, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREON, BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT, (FIRST PRIORITY) SPECIFICATIONS, AND/OR THE CITY OF ALBUQUERQUE (COA) STANDARD SPECIFICATIONS FOR PUBLIC WORKS (SECOND PRIORITY).
- EARTH SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL UNLESS SHOWN OTHERWISE.
- IT IS THE INTENT OF THESE PLANS THAT THIS CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE OF THE PROPERTY BOUNDARIES EXCEPT AS REQUIRED BY THIS PLAN.
- THE CONTRACTOR IS TO ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHT-OF-WAY.
- A DISPOSAL SITE FOR ANY & ALL EXCESS EXCAVATION MATERIAL, AND UNSUITABLE MATERIAL AND/OR A BORROW SITE CONTAINING ACCEPTABLE FILL MATERIAL SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND APPROVED BY THE OBSERVER. ALL COSTS INCURRED IN OBTAINING A DISPOSAL OR BORROW SITE AND HAUL TO OR FROM SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE.
- PAVING AND ROADWAY GRADES SHALL BE +/- 0.1' FROM PLAN ELEVATIONS. PAD ELEVATION SHALL BE +/- 0.05' FROM BUILDING PLAN ELEVATION.
- ALL PROPOSED CONTOURS REFLECT TOP OF PAVEMENT ELEVATIONS IN THE PARKING AREA AND MUST BE ADJUSTED FOR MEDIANS AND ISLANDS.
- VERIFY ALL ELEVATIONS SHOWN ON PLAN FROM BASIS OF ELEVATION CONTROL STATION PRIOR TO BEGINNING CONSTRUCTION.

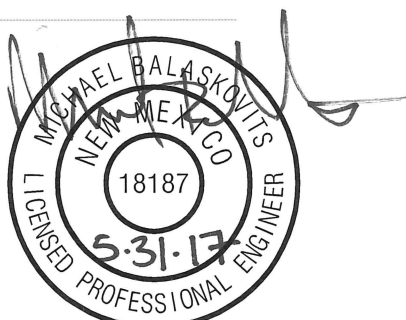


STUDIO SOUTHWEST ARCHITECTS, INC.
2101 Mountain Rd. NW, Albuquerque, NM 87104
505.843.9639 Fax 505.843.9683
Web Site: www.studioswarch.com
Email: mail@studioswarch.com

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CONSULTANTS

Engineer



Andalucia - Building D Shell and Site Work - Phase II

6500 Coors Boulevard NW
Albuquerque, NM 87120

Key Plan

NTS

No	Date	Description
Revision Schedule		
ISSUE:	CON DOCS	
PROJECT NUMBER:	20160229	
FILE:		
DRAWN BY:	EGN	
CHECKED BY:	MJB	
DATE:	MAY 26, 2017	

SHEET TITLE

GRADING AND DRAINAGE PLAN

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Silver Leaf Ventures, LLC of New Mexico ("Owner"), whose address is 5319 Menaul Blvd. NE Albuquerque, NM 87110, and whose telephone number is (505) 883-4131 and the City of Albuquerque, New Mexico, a municipal corporation whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. The Owner is the current owner of the following described real property located at [give legal description, and street address] Tract 2 and 3 Plat of North Andalucia at La Luz, 5600 Coors Blvd. NW recorded on 10/13/2015, Document No. 2005152273 in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facility. The Owner shall construct the following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
-100 Approved Grading and Drainage Plan Andalucia Phase 1, Engineer Stamp Date 8/31/2016. Drainage Certificate Date 4/25/18 (COA Hydrology File E12D015D)

The Drainage Facility is more particularly described in Exhibit A attached hereto and made a part hereof.

3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's property for improvements to the property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

By [signature]

Name [print]: Peggy Daskalos Lycou

Title: Managing Member

Dated: October 12, 2018

CITY OF ALBUQUERQUE:

By:

Shahab Biazar, P.E., City engineer

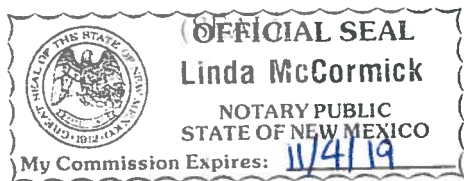
Dated:

10/23/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 12th day of October, 2018, by Peggy Daskalos Lycou (name of person signing), Managing Member (title of person signing) of Silver Leaf Ventures, LLC (Owner).



Linda McCormick

Notary Public

My Commission Expires: November 4, 2019

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 23rd day of October, 2018, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Charlotte LeBaché

Notary Public

My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)



Existing pond volume = +/-0.60 ac-ft
Required Pond Volume = 0.60 ac-ft
Pond Bottom = 4974.15