

# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 17 Ordinance/Resolution# 10-187 Council District: 1

For Meeting of January 19, 2010  
(Adoption Date)

**TITLE:** A RESOLUTION AWARDING A CONTRACT FOR THE CONSTRUCTION OF LA PLACITA PHASE II, PROJECT NUMBER 09-10-406, TO LOWEST RESPONSIVE BIDDER IN THE AMOUNT OF \$145,246.31; PLUS NEW MEXICO GROSS RECEIPTS TAX IN THE AMOUNT OF \$6,445.31; AND AUTHORIZING A CITY MANAGER CONTINGENCY IN THE AMOUNT OF \$7,262.32; FOR A TOTAL AUTHORIZATION OF \$158,953.93.

**PURPOSE(S) OF ACTION:**

Award construction contract for La Placita.

<b>Name of Drafter:</b> Christine Logan <i>[Signature]</i>		<b>Department:</b> Community Development		<b>Phone:</b> 541-2286	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Community Development	<i>[Signature]</i>	528-3066	Budget	<i>[Signature]</i>	2300
			Assistant City Manager		
Legal			City Manager		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

In December City staff submitted a Resolution title as listed above to provide notice that the City intended to award a construction contract for La Placita based on the bids that would be opened on December 29, 2009. Although specific information was not available prior to the deadline for submission, the project includes grant funding and the grant must be expended before the end of the fiscal year so time is of the essence. A substitute Resolution will be provided at the City Council meeting so as to provide the corrected funding and include a budget adjustment.

On September 21, 2007 the Downtown Las Cruces Partnership (DLCP), applied for a MainStreet Capital Outlay Grant from the New Mexico Economic Development Department for La Placita Phase II. The application was for design and construction of an outdoor venue for special events adjacent to the Main Street in the vacated portion of Organ Street between Main Street and Water Street. This space is noted as a "callecita" for pedestrian circulation on the Las Cruces Downtown Revitalization Plan.

In July 2008, DLCP conducted a public design charrette to generate ideas for La Placita. On December 16, 2008 notification of the grant award was received, in the amount of \$298,270.00, and the City was authorized to begin contracting services. Working with the DLCP Design Committee, the City hired Consensus Planning, a landscape architectural design firm, to complete the design process taking the results of the December 2008 charrette process and making complete construction documents. An artist, Glenn Schwaiger, was selected by another process

to complete the design of a mosaic tile walkway as the art portion of the grant and he worked with Consensus Planning to complete the design.

On June 16, 2009 the conceptual plan was presented to the public and comment was solicited. Comments were integrated into the plans. Construction documents were completed in November 2009 and the project was advertised for bidding on November 27, 2009. A pre-bid conference was conducted on December 10, 2009 and the bid opening was on December 29, 2009.

The lowest base bid received was from G. Sandoval Construction, in the amount of \$308,011.74. Bid Lot Number 1 covers mobilization, removals, concrete work, basic site furnishings, installation of the artistic mosaic tile, vertical farming structures, and irrigation system and electrical work. The additional bid lot which will be awarded covers artistic tile work and installation in the amount of \$73,651.00. In order to complete the work described in the grant application, both the base and the artist element need to be completed for a total cost of \$381,662.74. When tax and contingency cost are calculated, the total funding required to initiate construction is \$448,215.18

In October 2008 the City Council adopted Resolution 09-092 authorizing acceptance of the grant in the amount of \$298,270 and amending the City budget to provide the required 1 to 2 match of \$148,635.00 from the downtown revitalization local fund. After acceptance of the grant, the match requirement was modified to a 1 to 10 match meaning the City is only required by contract to contribute \$29,827.00. In order to meet the funding level required to award the construction contract, the City would need to provide \$187,215.18 from local funds.

The fund balance in the downtown revitalization local fund (which is capitalized through sale and lease of land within the downtown) is \$307,225. A proposed budget adjustment would allocate funding from this account for the La Placita project leaving a balance of \$120,000 for future downtown expenses.

#### **SUPPORT INFORMATION:**

<b>Fund Name / Account Number</b>	<b>Amount of Expenditure</b>	<b>Budget Amount</b>
Park / Land Improvements Fund 4112 41804060-854222-60815	\$261,000.00	\$261,000.00
Downtown Revitalization Fund 2715 27804010-854222-60815 Downtown Local	\$187,215.18	\$187,215.18 Pending Adjustment

1. Resolution
2. Exhibit A – Purchasing Manager’s Request to Contract
3. Exhibit B - Budget Adjustment
4. Attachment 1 - Bid documents submitted by G. Sandoval Construction, Inc.
5. Attachment 2 – Bid Tabulation for 09-10-406
6. Attachment 3 – Site Plan for La Placita Phase II

**OPTIONS / ALTERNATIVES:**

1. Vote "YES" on the Resolution. Staff would not be able to complete the contract award because the funding is insufficient to complete the base bid. Such action will result in delay of construction and potentially loss of the grant funding if work could not be completed prior to the June 30, 2010 deadline.
2. Vote "NO" on the Resolution directing staff not to contract with G. Sandoval Construction. Such action will result in delay of construction and potentially loss of the grant funding if work could not be completed prior to the June 30, 2010 deadline. No budget adjustment would be necessary.
3. Vote to "AMEND" the Resolution to award the contract in the amount of \$381,662.74; plus New Mexico gross receipts tax in the amount of \$28,386.17; and authorizing a city manager contingency in the amount of \$38,166.27; for a total authorization of \$448,215.18 and to include a budget adjustment for FY09/10 to fund the amount in excess of the grant award from local funds. Approval will allow the construction to begin and be completed prior to the June 30, 2010 grant deadline.
4. Vote to otherwise AMEND the Resolution and provide staff with specific direction.

RESOLUTION NO. 10-187

**A RESOLUTION AWARDED A CONTRACT FOR THE CONSTRUCTION OF LA PLACITA PHASE II, PROJECT NUMBER 09-10-406, TO LOWEST RESPONSIVE BIDDER IN THE AMOUNT OF \$145,246.31; PLUS NEW MEXICO GROSS RECEIPTS TAX IN THE AMOUNT OF \$6,445.31; AND AUTHORIZING A CITY MANAGER CONTINGENCY IN THE AMOUNT OF \$7,262.32; FOR A TOTAL AUTHORIZATION OF \$158,953.93.**

The City Council is informed that:

**WHEREAS**, on September 21, 2007 the Downtown Las Cruces Partnership (DLCP) applied for the 2008 MainStreet Capital Outlay Grant from New Mexico MainStreet of the New Mexico Economic Development Department for La Placita Phase II; and

**WHEREAS**, on December 16, 2008, notification of the grant award was received, in the amount of \$298,270.00, and the City was authorized to begin contracting services; and

**WHEREAS**, construction documents were completed in November 2009 and the project was advertised for bidding on November 27, 2009. A pre-bid conference was conducted on December 10, 2009 and the bid opening was on December 29, 2009.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces, New Mexico:

(I)

**THAT** the contract for La Placita Phase II construction project is hereby awarded in the amount of \$145,246.31, plus New Mexico Gross Receipts Tax of \$6,445.31, and City Manager Contingency of \$7,262.32 for a total contract authorization of \$158,953.93.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE and APPROVED this \_\_\_\_\_ day of February , 2010.

(SEAL)

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE:

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Connor: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# CITY OF LAS CRUCES

## PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: January 19, 2010

Resolution No.: 09-10-406

### Contract Purchase For La Placita Phase II Project

The Las Cruces City Council is provided the following information concerning this request:

**BID SOLICITATION INFORMATION:**

- 1. Bid Due Date: December 29, 2009
- 2. Description: La Placita Phase II Project
- 3. Using Department: Facilities/Project Management
- 4. Number of Responses Received: Two (2)
- 5. Recommended Award(s) To: G. Sandoval Construction, Inc. of Las Cruces, NM
- 6. Total Award Amount (includes any tax and contingency): \$158,953.93
- 7. Contract Duration: 96 days

**LOCAL PREFERENCE FACTOR**

Local Preference Factor Applied Per LCMC §24-100	No	<input checked="" type="checkbox"/>	LCMC §24-100 not applicable to this solicitation	
	Yes			Made A Difference To Bid Awards(s)
				Made No Difference To Bid Award(s)

**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-91**.

  
 Purchasing Manager 1/14/10  
Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION or PURCHASE ORDER NUMBER:	Pending Budget Adjustment
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**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2009/2010**

<b>FUND</b>	<b>DIVISION</b>		<b>FUND TYPE</b>	
<b>Downtown Revitalization Fund 2715</b>	<b>Comm Dev</b>		<b>Special Revenue</b>	
	<b>FY 2008/09 Prelim Actual*</b>	<b>FY 2009/10 Adopted</b>	<b>Adjustment</b>	<b>FY 2009/10 Adjusted</b>
<b>RESOURCES</b>				
Beginning Balance	\$ 370,087	285,489	21,736	307,225
<b>REVENUES</b>				
570010 Investment Income	\$ 6,421	5,000		5,000
570015 Net Increase(Decrease) Fair Value Investment	1,952	0		0
590021 Sale of Land	0	0		0
591010 Downtown Lease Income	650	700		700
<b>Total Revenues</b>	\$ 9,023	5,700	0	5,700
<b>Total Resources</b>	\$ 379,110	291,189	21,736	312,925
<b>EXPENDITURES</b>				
<b>Economic Development Org 27804010</b>				
Operating	10,370	15,500		15,500
Capital	61,515	90,000	187,215	277,215
<b>Total</b>	\$ 71,885	105,500	187,215	292,715
<b>Total Expenditures</b>	\$ 71,885	105,500	187,215	292,715
<b>ENDING BALANCE</b>	\$ 307,225	185,689	(165,479)	20,210

\*Preliminary actual as of 11/16/09.

City of Las Cruces

Project No. 09-10-406

This bid is submitted on behalf of

G. Sandoval Construction, Inc.  
(Company Name)

BY: [Signature]  
(Signature)

Address: 2000 E. Lohman Ave. Ste. B  
Las Cruces, NM 88001

Telephone No. 575) 524-6878

Fax No. 575) 524-6879

Email: tyffani@sandoval-ic.com

Contractor's License No. 81118

License Classification GB-98, GA01, mm98, GF09

License Expiration Date 12-31-10

License Qualifying Party: Gabriel Sandoval

State Labor Enforcement Fund Registration No. 01056120090731

New Mexico Resident Contractor Preference: Certification No. 76C40

RECEIPT OF ADDENDUM NO.(S), 4 IS HEREBY ACKNOWLEDGED. (WHERE NONE RECEIVED, PLACE FIGURE ZERO IN THIS SPACE.)

\_\_\_\_\_  
Corporate Seal if applicable

- Addendum #1 - November 27, 2009
- Addendum #2 - December 9, 2009
- Addendum #3 - December 18, 2009
- Addendum #4 - December 18, 2009



City of Las Cruces

Project No. 09-10-406

**CITY OF LAS CRUCES BID BOND**

We, G. Sandoval Construction, Inc.,  
as principal and Granite RE, Inc.  
as surety are held and firmly bound to the City of Las Cruces as owner in the sum of  
**Five (5%) Percent of Amount Bid**

Dollars (\$ \_\_\_\_\_), being five percent (5%) of the amount bid by the principal on the project,  
for the payment of which sum well and truly to be made, the principal and surety bind ourselves, our  
heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the principal has submitted a bid for the following project:

**La Placita Phase II Project  
Project No. 09-10-406  
Las Cruces, New Mexico**

NOW THEREFORE, (A) If the bid of the principal is rejected by the owner; (B) If the Authority  
accepts the bid of the principal and the principal enters into a contract with the owner in accordance  
with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract  
documents with good and sufficient surety for the faithful performance of such contract and for the  
prompt payment of labor and material furnished in connection therewith; or (C) In the event of the  
failure of the principal to enter into such contract and to give such bond or bonds, if the principal pays  
to the owner the difference not to exceed the penalty hereof between the amount specified in said bid  
and such larger amounts for which the Owner may in good faith contract with another party to perform  
the work covered by said bid, then this obligation shall be null and void; otherwise, this obligation will  
remain in full force and effect.

SIGNED AND SEALED THIS 29<sup>th</sup> day of December, 2009

**G. Sandoval Construction, Inc.**

\_\_\_\_\_  
(Principal)  
*[Signature]*  
\_\_\_\_\_  
(Title) *president*

*J. K. O'Kelley*  
\_\_\_\_\_  
(Witness)

**Granite RE, Inc.**

\_\_\_\_\_  
(Surety)  
*[Signature]*  
\_\_\_\_\_  
**Martha Yvonne Dawkins, Attorney-In-Fact**

*Valerie D. Mims*  
\_\_\_\_\_  
(Witness)

# GRANITE RE, INC. GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WILLIAM W. BURKE, MARTHA YVONNE DAWKINS, SHAWN E. GUSTAFSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

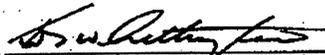
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

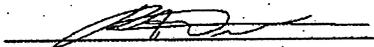
WILLIAM W. BURKE, MARTHA YVONNE DAWKINS, SHAWN E. GUSTAFSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day July, 2009.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



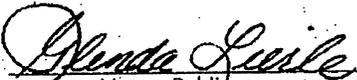
  
Kenneth D. Whittington, President

  
Rodman A. Frates, Secretary/Treasurer

On this 14<sup>th</sup> day July, 2009, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2012  
Commission #: 00005708



  
Notary Public

**GRANITE RE, INC.  
Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of December, 2009.



  
Rodman A. Frates, Secretary/Treasurer

**AGENT'S AFFIDAVIT**

Supplements to Bid Forms  
Section 00422

This Form must be used by Surety

STATE OF New Mexico  
) ss.  
COUNTY OF Doña Ana

Martha Yvonne Dawkins being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE, Inc.  
14001 Quailbrook Drive  
Oklahoma City, Oklahoma 73134  
and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of La Placita Phase II Project, Project No. 09-10-406,  
Las Cruces, New Mexico

dated the 29<sup>th</sup> day of December, 2009 executed by:

G. Sandoval Construction, Inc. contractor, as principal and  
Granite RE, Inc. 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; and that the full commission thereon has been or will be retained by him/her.

Martha Yvonne Dawkins  
Agent, Martha Yvonne Dawkins, Attorney-in-Fact

Subscribed and sworn to before me this 29<sup>th</sup> day of December, 2009.

Valerie D Mims  
Notary Public

My commission expires: September 9, 2010

Agent's Address: Burke Insurance Group, LLC.  
1691 Hickory Loop, Suite B  
Las Cruces, New Mexico 88005  
Telephone Number (575) 524-2222

● Power of Attorney for person signing for Surety Company must be attached to bond ●

## LANDSCAPE BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST QTY.	UNIT	UNIT PRICE	TOTAL PRICE
<b>BID LOT #1</b>					
L1	Mobilization	1	LS		8000.00
L2	Traffic Control	1	LS		1000.00
L3	Construction Staking	1	LS		2000.00
L4	Materials Testing	1	LS		3000.00
L5	Temporary Construction Fencing	1	LS		3800.00
L6	Clear & Grub	1	LS		18,900.00
L7	Hardscape Removals	1	LS		3,020.00
L8	Earthwork	1	LS		4,599.00
L9	Grey Concrete Plaza Paving, 4"	2,758	SF	5.25	14,479.50
L10	Grey Concrete Pad Under Tile Paving, 4"	2,782	SF	5.25	14,479.50
L11	Decorative Concrete Pavers	1,970	SF	8.55	16,843.50
L12	Pet Waste Bag Receptacle and Post	1	EA		1,223.00
L13	Trash & Recycling Receptacle	2	EA		5,192.00
L14	Drinking Fountain	1	LS		16,775.00
L15	Unlit Bollards	6	EA		4,522.00
L16	Enclosed/Gated Structure for Mechanical & Storage Rooms	1	LS		4,620.00
L17	Shade Structures	1	LS		61,000.00
L18	Raised Planter w/Tensioned Wires	6	EA	14,500	87,000.00
L19	Light Fixtures	1	LS		12,900.00
L20	Misting System (stub only)	1	LS		1,870.00
L22	Vines, 1 Gallon	66	EA	20.00	1,320.00
L23	Soil Mix	106	CF	2.83	300.00
L24	Wood Mulch, 3" depth, over fabric	72	SF	4.17	300.00
L25	Existing Utilities Relocations	1	LS		1,500.00
L26	Irrigation System	1	LS		6,242.00
L27	Electrical Work	1	LS		23,000.00
Bid Lot #1 Total (Add Lines L1 thru L20 and L22 thru L27)					307,885.50

BID ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
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BID LOT #2					
L28	Tables, Chairs, and Bench Seating	1	LS		15,860. <sup>00</sup>

BID LOT #3					
L29	Misting System with Reverse Osmosis	1	LS		6,900. <sup>00</sup>

BID LOT #4					
L30	Colored Concrete Plaza Paving, 4"	3,661	SF	7.07	25,881.25

BID LOT #5					
L31	PV System for Electrical	1	LS		97,190. <sup>00</sup>

BID LOT #6					
L32	Artistic Tile Work	1	LS		32,640. <sup>00</sup>
L21	Artistic Tile Installation	1	LS		41,011. <sup>00</sup>

City of Las Cruces

Project No. 09-10-406

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That G. Sandoval Construction, Inc.\* (HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF CONTRACTOR.) as Principal, hereinafter called Contractor, and Burke Insurance Group, Inc. (HERE INSERT FULL NAME AND ADDRESS OR LEGAL TITLE OF SURETY.) as Surety, hereinafter called Surety, are held and firmly bound unto the City of Las Cruces, a New Mexico municipal corporation, as Obligee, hereinafter called Owner, in the amount of Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with Owner for LA PLACITA PHASE II PROJECT CONSTRUCTION; PROJECT NO. 09-10-406 in accordance with drawings and specifications prepared by THE CITY OF LAS CRUCES, PO BOX 20000, LAS CRUCES, NM which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Contract obligations, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Surety hereby guarantees any work performed under this bond against omission of material or defective materials and workmanship, for a period of one (1) year following its completion and acceptance, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

\* 2000 E. Lohman Ste. B Las Cruces, NM 88001  
 \*\* 1691 Hickory Loop Las Cruces, NM 88005  
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City of Las Cruces

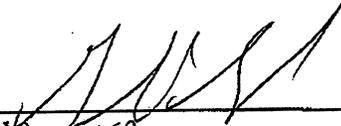
Project No. 09-10-406

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

G. Sandoval Construction Inc.  
(Principal)

(Seal)

  
\_\_\_\_\_  
(Title) OWNER

(Seal)

Burke Insurance Group, Inc.  
(Surety)

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

  
\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

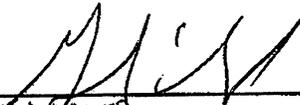


City of Las Cruces

Project No. 09-10-406

SIGNED AND SEALED this 29<sup>th</sup> day of December, 2009.

G. Sandoval Construction, Inc.  
(Principal)

  
\_\_\_\_\_  
(Title) OWNER

  
\_\_\_\_\_  
(Witness)

Burke Insurance Group, Inc.  
(Surety)

\_\_\_\_\_

\_\_\_\_\_  
(Witness)

City of Las Cruces

Project No. 09-10-406

**CONTRACT**

THIS CONTRACT made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Las Cruces ("City"), a New Mexico municipal corporation, hereinafter referred to as "Owner", and

G. Sandoval Construction, Inc.  
hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, in consideration of

\_\_\_\_\_ dollars  
(\$XXXXXX.XX) to be paid by the Owner to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish labor, tools, equipment, and material, and to construct complete in every detail, the items as shown in detail on the Plans; and

FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The Contractor will commence and complete the

**LA PLACITA PHASE II PROJECT CONSTRUCTION, PROJECT NO. 09-10-406**

2. That the entire Contract Documents, including Invitation to Bid, Bid response, Contract, Construction Bonds, Special Conditions, General Conditions, and Technical Specifications, and the drawings which are listed in the Special Conditions, are hereby made a part of this Contract.
3. That the payments to be made by the Owner to the Contractor shall be made in the manner provided for in the General Conditions and on the basis of the prices set out in the Bid.
4. That the work shall be done to the satisfaction of the Owner, under the direction of the Engineer, and in full compliance with these Contract Documents.
5. That the work shall be completed within the time limit set out in the Special Conditions, and shall be delivered to the Owner free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person.
6. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, the Owner shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by the Contractor for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore.

City of Las Cruces

Project No. 09-10-406

This Contract is executed in six (6) counterparts, and shall be distributed as follows: City - four (4); Contractor - one (1) and Bonding Company - one (1).

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Las Cruces, New Mexico, the day and year.

CITY OF LAS CRUCES (Owner)

(SEAL)

ATTEST:

\_\_\_\_\_  
Purchasing Manager

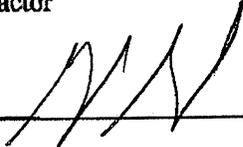
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

G. Sandoval Construction  
Contractor

ATTEST:

By: 

Title: Owner

(SEAL)

City of Las Cruces

Project No. 09-10-406

**LABOR AND MATERIAL PAYMENT BOND**

**NOTE:** This bond is issued simultaneously with the Performance Bond in favor of the City of Las Cruces as Owner conditioned for the full and faithful performance of the Contract.

**KNOW ALL MEN BY THESE PRESENTS:**

That Et. Sandoval Construction, Inc.\* (HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF THE CONTRACTOR.) as Principal, hereinafter called Principal, and Burke Insurance Group, Inc.\*\* (HERE INSERT THE FULL NAME OR LEGAL TITLE OF SURETY.) as Surety, hereinafter called Surety, are held and firmly bound unto the City of Las Cruces, a New Mexico municipal corporation, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \*\*\* (HERE INSERT A SUM EQUAL TO AT LEAST THE CONTRACT PRICE.) Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for LA PLACITA PHASE II PROJECT CONSTRUCTION; PROJECT NUMBER 09-10-406 in accordance with drawings and specifications prepared by The City of Las Cruces, PO Box 20000, Las Cruces, NM 88004, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
  - a. Unless Claimant, other than one having a direct contract with the Principal shall have given written notice to any two (2) of the following: the Principal, the Owner, or the surety above named, within ninety (90) days after such Claimant performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such

City of Las Cruces

Project No. 09-10-406

notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b. After the expiration of one (1) year following the date on which principal ceased work on said contract or after the expiration of one (1) year following the date of substantial completion of the project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a State court of competent jurisdiction as established by law.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

G. Sandoval Construction, Inc.  
(Principal)

J.K. O'Kelly  
(Witness)

[Signature]  
(Title) OWNER

(Seal)

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

\_\_\_\_\_  
(Witness)

PROJECT:  
CLC PROJECT NO.:  
BID OPENING DATE:

La Placita  
09-10-406  
12.29.2009

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Attachment Two

Item No.	Description	Engineer's Estimate		Vendor Name		Vendor Name	
		Est. Qty	Units	Unit Price	Total Cost	Unit Price	Total Cost
<b>Bid Lot 1</b>							
L1	Mobilization	1	LS	\$8,000.00	\$8,000.00	\$ 88,000.00	\$ 88,000.00
L2	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$ 2,900.00	\$ 2,900.00
L3	Construction Staking	1	LS	\$2,000.00	\$2,000.00	\$ 5,800.00	\$ 5,800.00
L4	Materials Testing	1	LS	\$3,000.00	\$3,000.00	\$ 9,300.00	\$ 9,300.00
L5	Temporary Construction Fencing	1	LS	\$3,800.00	\$3,800.00	\$ 7,000.00	\$ 7,000.00
L6	Clear and Grub	1	LS	\$18,900.00	\$18,900.00	\$ 600.00	\$ 600.00
L7	Hardscape Removals	1	LS	\$3,020.00	\$3,020.00	\$ 21,000.00	\$ 21,000.00
L8	Earthwork	1	LS	\$4,599.00	\$4,599.00	\$ 4,000.00	\$ 4,000.00
L9	Grey Concrete Plaza Paving, 4"	2758	SF	\$5.25	\$14,479.50	\$ 6.82	\$ 18,809.56
L10	Grey Concrete Pad Under Tile Paving, 4"	2782	SF	\$5.25	\$14,605.50	\$ 6.83	\$ 19,001.06
L11	Decorative Concrete Pavers	1970	SF	\$8.55	\$16,843.50	\$ 20.81	\$ 40,995.70
L12	Pet Waste Bag Receptacle and Post	1	EA	\$1,223.00	\$1,223.00	\$ 700.00	\$ 700.00
L13	Trash and Recycling Receptacle	2	EA	\$2,596.00	\$5,192.00	\$ 3,100.00	\$ 6,200.00
L14	Drinking Fountain	1	EA	\$6,775.00	\$6,775.00	\$ 5,600.00	\$ 5,600.00
L15	Unit Bollards	6	EA	\$753.67	\$4,522.02	\$ 900.00	\$ 5,400.00
L16	Enclosed/Gated Structure for Mechanical and Storage Rooms	1	LS	\$4,620.00	\$4,620.00	\$ 3,000.00	\$ 3,000.00
L17	Shade Structures	1	LS	\$61,000.00	\$61,000.00	\$ 106,000.00	\$ 106,000.00
L18	Raised Planter w/Tensioned Wires	6	EA	\$14,500.00	\$87,000.00	\$ 5,500.00	\$ 33,000.00
L19	Light Fixtures	1	LS	\$12,900.00	\$12,900.00	\$ 18,400.00	\$ 18,400.00
L20	Misting System (stub only)	1	LS	\$1,870.00	\$1,870.00	\$ 1,500.00	\$ 1,500.00
L22	Vines, 1 Gallon	66	EA	\$20.00	\$1,320.00	\$ 25.00	\$ 1,650.00
L23	Soil Mix	106	CF	\$2.83	\$299.98	\$ 3.25	\$ 344.50
L24	Wood Mulch, 3" depth, over fabric	72	SF	\$4.17	\$300.24	\$ 4.20	\$ 302.40
L25	Existing Utilities Relocations	1	LS	\$1,500.00	\$1,500.00	\$ 3,200.00	\$ 3,200.00
L26	Irrigation System	1	LS	\$6,242.00	\$6,242.00	\$ 4,400.00	\$ 4,400.00
L27	Electrical Work	1	LS	\$23,000.00	\$23,000.00	\$ 30,900.00	\$ 30,900.00
<b>BID LOT 1 TOTAL (Items L1 through L20 and L21 through L27)</b>					<b>\$308,013.74</b>		<b>\$438,003.22</b>
<b>Bid Lot 2</b>							
L28	Tables, Chairs, and Bench Seating	1	LS	\$ 15,860.00	\$15,860.00	\$ 16,000.00	\$16,000.00
<b>Bid Lot 3</b>							
L29	Misting System with Reverse Osmosis	1	LS	\$ 6,900.00	\$6,900.00	\$ 2,300.00	\$2,300.00
<b>Bid Lot 4</b>							
L30	Colored Concrete Plaza Paving, 4"	3661	SF	\$ 7.07	\$25,883.27	\$ 7.40	\$27,091.40
<b>Bid Lot 5</b>							
L31	PV System for Electrical	1	LS	\$ 97,790.00	\$97,790.00	\$ 103,000.00	\$103,000.00
<b>Bid Lot 6</b>							
L32	Artistic Tile Work	1	LS	\$ 32,640.00	\$32,640.00	\$ 37,400.00	\$37,400.00
L21	Artistic Tile Installation	1	LS	\$ 41,011.00	\$41,011.00	\$ 40,900.00	\$40,900.00

PREPARED BY: Cathy Mathews 11/12/10  
 VERIFIED BY: [Signature]

