

# City of Las Cruces®

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## Council Action and Executive Summary

Item # 19Ordinance/Resolution# 11-12-464For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)For Meeting of June 18, 2012  
(Adoption Date)

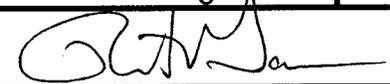
Please check box that applies to this item:

 QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE: A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND G. SANDOVAL CONSTRUCTION, INC., FOR CONSTRUCTION OF THE INTERMODAL TRANSIT FACILITY FOR THE CONTRACT SUM OF \$2,420,001.00, PLUS AN ALLOWANCE OF \$183,012.58 FOR GROSS RECEIPTS TAX AND AN AUTHORIZED CHANGE ORDER CONTINGENCY OF \$100,000.00; FOR A TOTAL AUTHORIZATION OF \$2,703,013.58.**

**PURPOSE(S) OF ACTION:**

Procurement of construction services for the Intermodal Transit Facility.

<b>COUNCIL DISTRICT: All</b>		
<b><u>Drafter/Staff Contact:</u></b> Tomas Mendez, AIA 	<b><u>Department/Section:</u></b> Public Works/ Facilities Management 	<b><u>Phone:</u></b> 541-2583
<b><u>City Manager Signature:</u></b>		

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

The City of Las Cruces Roadrunner Transit System has been authorized to put into operation an Intermodal Transit Facility at a site located at the intersection of S. Alameda Blvd. and Lohman Ave. in Downtown Las Cruces. The Facilities Management Section of the Public Works Department is requesting authorization to proceed with a contract between the City of Las Cruces and G. Sandoval Construction, Inc., the apparent low bidder, for the construction services necessary to build the facility and develop the site.

The project was originally bid on January 4, 2012; but, because the low bid submitted at that time exceeded the project budget, it was subsequently rebid. On April 12, 2012, six (6) bids were received; the apparent low bid of \$2,420,001.00 was submitted by G. Sandoval Construction, Inc., of Las Cruces, New Mexico. The bid is the sum of the Base Bid and three of the four alternates included in the bid package. Alternate Bids One, Two, and Three are recommended for

acceptance in addition to the base bid since the established budget allows their inclusion in the proposed scope of work: Alternate One provides for the construction of the main canopy for the rider platform; Alternate Two provides for the construction of an underground irrigation pipe required to maintain the flow of irrigation water to adjoining properties; and Alternate Three provides for construction of the building portion designed to be used by vendors providing refreshments to bus riders. Alternate Four, which would include the addition of two smaller canopies for the rider platform, is not recommended for inclusion since there is insufficient funding for this component.

The overall scope-of-work includes building construction and site development. Features include the bus maneuvering area, rider platform, parking lot, utilities, landscaping, and the underground irrigation pipes. Construction is expected to take approximately nine (9) months. This will allow the City Transit System to put the facility into operation by Spring of 2013.

Facilities Management will administer the construction contract with the collaboration of Roadrunner Transit and the services of Huitt-Zollars, the project architect.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A". Purchasing Manager's Request to Contract.
3. Exhibit "B". Bid Tabulation Sheet.
4. Attachment "A". Draft contract between City and G. Sandoval Construction, Inc.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance the Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$_ for.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

City Council authorized the facility's design and construction through the acceptance of Federal Transit Administration grants and City appropriations that totaled \$3,640,063 for land acquisition, design, and construction. This project was funded 80% through Federal Transit Administration grants and 20% City match contributions. The authorized project budget is being employed thusly: \$404,705 for the property purchase from the State of New Mexico; \$414,870 for design fees; \$2,703,014 for construction and construction contract contingency; and \$117,474 for commissioning services, furniture, fixtures, and equipment.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
FTA – Transit Intermodal Center	59323050-852100-61L50	\$1,398,014.00	\$1,844,319.00 Pending EOY Budget Adj.	\$ 446,305.00	Furnishings and commissioning services.
FTA – Transit Intermodal Center	59323050-852100-61L52	\$812,500.00	\$ 812,500.00	\$ 0.00	N/A
FTA – Transit Intermodal Center 2011 Award	59323050-852100-61L51	\$ 394,000.00	\$ 394,000.00	\$ 0.00	N/A
GRT Bond Cycling 2011 – Intermodal Transit – Fed Match	40803230-852100-61L51	\$ 98,500.00	\$ 98,500.00	\$ 0.00	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution, authorizing the contract between the City and G. Sandoval Construction, Inc., for construction of the Intermodal Transit Facility for the contract sum of \$2,420,001.00, plus \$183,012.58 for NM Gross receipts tax, and an authorized contingency of \$100,000.00 for a total project authorization of \$2,703,013.58.
2. Vote "No"; this will not approve the Resolution. Therefore, staff will need to pursue other options to obtain construction services for the Intermodal Transit Facility. This would delay the project and potentially involve loss of funding.
3. Vote to "Amend" the Resolution and provide staff with further direction. This may delay the project.
4. Vote to "Table" the Resolution and provide staff with further direction. This would delay the project.

**REFERENCE INFORMATION:**

N/A

**RESOLUTION NO. 11-12-464**

**A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND G. SANDOVAL CONSTRUCTION, INC., FOR CONSTRUCTION OF THE INTERMODAL TRANSIT FACILITY FOR THE CONTRACT SUM OF \$2,420,001.00, PLUS AN ALLOWANCE OF \$183,012.58 FOR GROSS RECEIPTS TAX AND AN AUTHORIZED CHANGE ORDER CONTINGENCY OF \$100,000.00; FOR A TOTAL AUTHORIZATION OF \$2,703,013.58.**

The City Council of the City of Las Cruces is informed that:

**WHEREAS**, the City of Las Cruces Roadrunner Transit System has been authorized to put into operation an Intermodal Transit Facility on a site located at the intersection of S. Alameda Blvd. and Lohman Ave. in Downtown Las Cruces; and

**WHEREAS**, the City solicited and received a total of six (6) bids for the construction of the Intermodal Transit Facility on April 12, 2012; and

**WHEREAS**, G. Sandoval Construction, Inc., of Las Cruces, New Mexico, submitted the low base bid of \$2,310,435.00, and a cumulative total of \$109,566.00 for the three bid alternates recommended for acceptance; and

**WHEREAS**, the overall bid has been reviewed by both City staff and the project architect and they are satisfied that the bid is consistent with the type and complexity of the work; and

**WHEREAS**, the scope of work includes building construction and site development as described in the construction documents.

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

**(I)**

**THAT** City staff is authorized to award a contract for construction services for the Intermodal Transit Facility to G. Sandoval Construction, Inc., in the amount of

\$2,420,001.00; plus New Mexico Gross Receipts Tax of \$183,012.58; plus a contingency of \$100,000.00; for a total authorization of \$2,703,013.58.

(II)

THAT Purchasing Manager's Request to Contract, Exhibit "A", is hereby attached hereto.

(III)

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

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

VOTE:  
Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Smith: \_\_\_\_\_  
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: June 18, 2012

Resolution No.: 11-12-464

**Contract Purchase For  
Intermodal Transit Facility**

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

**BID SOLICITATION INFORMATION:**

- 1. Bid Due Date: April 12, 2012
- 2. Description: Intermodal Transit Facility
- 3. Using Department: Public Works/Facilities Management
- 4. Number of Responses Accepted: Six (6)
- 5. Recommended Award(s) To: G. Sandoval Construction, Inc. of Las Cruces, NM
- 6. Total Award Amount (includes any tax and contingency): \$2,703,013.58
- 7. Contract Duration: 300 consecutive calendar 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	<input type="checkbox"/>	Made A Difference To Bid Awards(s)
		<input type="checkbox"/>	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 1/6/12  
Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION or PURCHASE ORDER NUMBER:	TBD
---------------------------------------	-----

**BID TABULATION SHEET**  
**Rebid: Las Cruces Intermodal Transit Facility ~ Bid No. 11-12- 464**  
**BID OPENING: Date: April 12, 2012 Time: 2:00 PM**

BIDDERS	BASE BID	2 Larger Canopies		UG Irrigation Ditch		Vendor Area		4 Smaller Canopies		TOTAL
		ALTERNATE #1	ALTERNATE #2	ALTERNATE #2	ALTERNATE #3	ALTERNATE #3	ALTERNATE #4			
1 Classic Industries	\$2,516,758.00	\$62,915.00	\$47,915.00	\$55,854.00	\$107,179.00				\$2,790,621.00	
	cumulative total	\$2,579,673.00	\$2,627,588.00	\$2,683,442.00	\$2,790,621.00					
2 DND Construction	\$2,519,000.00	\$46,000.00	\$16,000.00	\$21,000.00	\$64,000.00				\$2,666,000.00	
	cumulative total	\$2,565,000.00	\$2,581,000.00	\$2,602,000.00	\$2,666,000.00					
3 Gentry Construction	\$2,599,360.00	\$59,170.00	\$31,935.00	\$47,115.00	\$93,733.00				\$2,831,313.00	
	cumulative total	\$2,658,530.00	\$2,690,465.00	\$2,737,580.00	\$2,831,313.00					
4 G. Sandoval Construction	\$2,310,435.00	\$52,837.00	\$16,832.00	\$39,897.00	\$72,246.00				\$2,492,247.00	
<b>APPARENT LOW BID</b>		\$2,363,272.00	\$2,380,104.00	\$2,420,001.00	\$2,492,247.00					
5 White Sands Construction	\$2,383,000.00	\$43,000.00	\$17,000.00	\$35,000.00	\$64,000.00				\$2,542,000.00	
	cumulative total	\$2,426,000.00	\$2,443,000.00	\$2,478,000.00	\$2,542,000.00					
6 Wooten Construction	\$2,472,800.00	\$45,000.00	\$14,000.00	\$29,000.00	\$75,000.00				\$2,635,800.00	
	cumulative total	\$2,517,800.00	\$2,531,800.00	\$2,560,800.00	\$2,635,800.00					


**City of Las Cruces**  
 ARCHITECT: HUITT-ZOLLARS INC.  
 prepared by: Design & Construction Services (City of Las Cruces Public Works Department - Facilities Management)

# AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 05 day of June in the year 2012  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Las Cruces, municipal corporation  
700 North Main  
Las Cruces, NM 88001  
Telephone Number: 575-541-2502 (Facilities Management, Design & Construction Services)  
Fax Number: 575-541-5904

and the Contractor:  
(Name, legal status, address and other information)

G. Sandoval Construction, Inc. corporation  
2000 East Lohman, Suite C  
Las Cruces, NM 88001  
Telephone Number: 575-524-6878  
Fax Number: 575-524-6879

for the following Project:  
(Name, location and detailed description)

Intermodal Transit Facility  
201 West Lohman Ave.  
Las Cruces, NM  
New construction of 7,000 square feet (+/-) bus terminal facility, site development including driveways, parking lots, irrigation ditches, utilities, landscaping, etc., as shown in the contract documents prepared by Hunt-Zollars Architects, and as approved for use by the Owner.

The Architect:  
(Name, legal status, address and other information)

Hunt-Zollars, Inc., a corporation  
5501 Americas Parkway NE, Suite 550  
Albuquerque, NM 87110-8154  
Telephone Number: 505-883-8114  
Fax Number: 505-883-5022

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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- 5 PAYMENTS
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

~~Date of commencement will be fixed in a written notice to proceed issued by the Architect on behalf of the Owner~~

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

~~\_\_\_\_\_~~

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than three hundred (300) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Four Hundred Twenty Thousand One Dollars and Zero Cents (\$2,420,001.00), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Base Bid	\$2,310,435.00
Bid Alternate No. 1	\$52,837.00
Bid Alternate No. 2	\$16,837.00
Bid Alternate No. 3	\$39,897.00

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the    day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the    day of the    month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than    (    ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of      percent (     %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of      percent (     %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION****§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

**§ 8.3** The Owner's representative:

*(Name, address and other information)*

Tomas Mendez, AIA  
P.O. Box 20000  
Las Cruces, NM 88004  
Telephone Number: 575-541-2583  
Fax Number: 575-541-2904  
Mobile Number: not applicable  
Email Address: tmendez@las-cruces.org

§ 8.4 The Contractor's representative:  
(Name, address and other information)

to be provided by Contractor  
 same as Contractor  
 Telephone Number: same as Contractor  
 Fax Number: same as Contractor  
 Mobile Number: to be provided by Contractor  
 Email Address: to be provided by Contractor

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

[Redacted]

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
[Redacted]	[Redacted]	[Redacted]	[Redacted]

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

[Redacted]

Section	Title	Date	Pages
[Redacted]	[Redacted]	[Redacted]	[Redacted]

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

[Redacted]

Number	Title	Date
[Redacted]	[Redacted]	[Redacted]

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
[Redacted]	[Redacted]	[Redacted]

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
[REDACTED]	[REDACTED]

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

Robert Telles, Purchasing Manager  
*(Printed name and title)*

Approved as to form:

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

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Gabriel Sandoval, President  
*(Printed name and title)*