

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 8

Ordinance/Resolution# 12-13-374

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of February 4, 2013
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

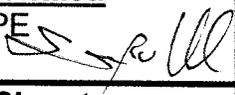
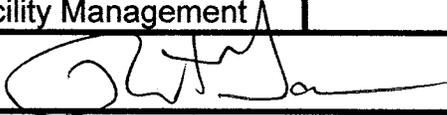
LEGISLATIVE

ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND WARREN CONSTRUCTION, INC., OF LAS CRUCES, NEW MEXICO, FOR THE CONSTRUCTION OF THE ROADRUNNER TRANSIT MAINTENANCE FACILITY EXPANSION FOR THE CONTRACT SUM OF \$186,438.69, PLUS AN ALLOWANCE OF \$14,099.43, FOR NEW MEXICO GROSS RECEIPTS TAX, AND AN AUTHORIZED CHANGE ORDER CONTINGENCY OF \$20,461.88; FOR A TOTAL PROJECT AUTHORIZATION OF \$221,000.00.

PURPOSE(S) OF ACTION:

Approve a contract.

| | | |
|---|--|----------------------------------|
| COUNCIL DISTRICT: 1 | | |
| <u>Drafter/Staff Contact:</u> Soo Gyu Lee, PE  | <u>Department/Section:</u> Public Works/ Facility Management | <u>Phone:</u> 541-2905 |
| <u>City Manager Signature:</u> |  | |

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces has provided public transportation through the RoadRUNNER Transit service since 1986. The existing two-bay maintenance facility was built in 1986 at 1501-A East Hadley and has not been expanded or remodeled since its construction. The transit service has grown greatly since that time. This project has been fully funded by the Federal Transportation Administration of the United States Department of Transportation under the American Recovery and Reinvestment Act of 2009. This project will make improvements and upgrades to the building and area immediately surrounding the building, including the expansion of one (1) maintenance bay that will allow additional space to service vehicles.

The scope of work consists of the design and construction for the facility expansion including site improvements (additional site lighting), expansion of a maintenance bay, additional maintenance equipment, improvements to the mechanical, electrical, plumbing, and fire/life safety systems. This project will make improvements and upgrades to the building and area immediately surrounding the building, including the expansion of one (1) maintenance bay that will allow

additional space to service vehicles. The project is scheduled to take approximately five (5) months to complete, including design and construction.

The City solicited bids for design-build services of the RoadRUNNER Transit Maintenance Facility Expansion under bid number 12-13-374. This resulted in the receipt of two (2) bids on November 15, 2012. The apparent low bid of \$186,438.69 was submitted by Warren Construction, Inc., of Las Cruces, New Mexico.

The contract amount of \$186,438.69 is within the budget established for the scope of work. The total project authorization of \$221,000.00 includes an allowance for New Mexico gross receipt tax of \$14,099.43, and an authorized change order contingency of \$20,461.88.

SUPPORT INFORMATION:

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

SOURCE OF FUNDING:

| | | | |
|---|-----------------------------------|-------------------------------------|--|
| Is this action already budgeted? | 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. |
| Does this action create a revenue? | Yes | <input type="checkbox"/> | Funds will be deposited into this fund: in the amount of \$ _____ for FY _____ |
| | No | <input checked="" type="checkbox"/> | There is no new revenue generated by this action. |

BUDGET NARRATIVE:

Council authorized the design and construction of the facility expansion through the acceptance of Federal Transit Administration grant for capital improvement funds appropriated by Congress through the "American Recovery and Reinvestment Act, 2009". This project was 100% funded through the Federal Transit Administration (FTA). The attached Resolution authorizes the contract sum of \$186,438.69, plus an allowance of \$14,099.43 for NM gross receipts tax and an authorized change order contingency of \$20,461.88; for a total authorization of \$221,000.00.

FUND EXPENDITURE SUMMARY:

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds Current FY | Remaining Funds | Purpose for Remaining Funds |
|--|-------------------------------|-----------------------------|--|------------------------|------------------------------------|
| Fund 5922 – Transit Stimulus Capital Project Fund | 59323080- 852100- 61L05 | \$ 221,000.00 | \$ 221,075.00 | \$ 75.00 | Project incidentals |

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to award the contract to Warren Construction, Inc., of Las Cruces, New Mexico for design-build services for the RoadRUNNER Transit Maintenance Facility Expansion for the contract amount of \$186,438.69 plus an allowance for New Mexico gross receipts tax of \$14,099.43, and an authorized change order contingency of \$20,461.88; for a total project authorization of \$221,000.00.
2. Vote "No"; this will not approve the Resolution to award the contract to Warren Construction, Inc., of Las Cruces, New Mexico for design-build services of the RoadRUNNER Transit Maintenance Facility Expansion, which could result in a delay of the project and the potential loss of the FTA funding.
3. Vote to "Amend"; this will direct staff to proceed as amended by City Council. This could delay the project and result in the potential loss of the FTA funding.
4. Vote to "Table" the Resolution and provide staff with further direction. This could delay the project and result in the potential loss of the FTA funding.

REFERENCE INFORMATION:

The resolution(s) and/or ordinances listed below are only for reference and are not included as attachments or exhibits.

N/A

RESOLUTION NO. 12-13-374

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF LAS CRUCES AND WARREN CONSTRUCTION, INC., OF LAS CRUCES, NEW MEXICO, FOR THE CONSTRUCTION OF THE ROADRUNNER TRANSIT MAINTENANCE FACILITY EXPANSION FOR THE CONTRACT SUM OF \$186,438.69, PLUS AN ALLOWANCE OF \$14,099.43, FOR NEW MEXICO GROSS RECEIPTS TAX, AND AN AUTHORIZED CHANGE ORDER CONTINGENCY OF \$20,461.88; FOR A TOTAL PROJECT AUTHORIZATION OF \$221,000.00.

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

WHEREAS, the City of Las Cruces RoadRUNNER Transit System project has been fully funded by the Federal Transportation Administration of the United States Department of Transportation under the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the scope of work includes the design and construction for the facility expansion including site improvements (additional site lighting), expansion of a maintenance bay, additional maintenance equipment, improvements to the mechanical, electrical, plumbing, and fire/life safety system; and

WHEREAS, the City solicited bids for the design-build services for RoadRUNNER Transit Maintenance Facility Expansion under bid number 12-13-374; resulting in the receipt of two (2) bids on November 15, 2012; and

WHEREAS, the bid award is recommended to the apparent low bidder, Warren Construction, Inc., of Las Cruces, New Mexico with a bid of \$186,438.69; and

WHEREAS, the bid was found to be consistent with the type of work and the extent of the scope after a review by City staff; and

WHEREAS, the total project authorization of \$221,000.00 includes the contract amount of \$186,438.69 plus New Mexico gross receipts tax of \$14,099.43 and an

authorized change order contingency of \$20,461.88.

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 to Warren Construction, Inc., of Las Cruces, New Mexico for design-build services for the RoadRUNNER Transit Maintenance Facility Expansion as outlined in Purchasing Manager's Request to Contract, Exhibit "A", attached hereto, for the contract amount of \$186,438.69, plus an allowance of \$14,099.43, for gross receipts tax, and an authorized change order contingency of \$14,099.43; for a total project authorization of \$221,000.00.

(II)

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 _____, 2013.

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

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CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: January 22, 2013

Resolution No.: 12-13-374

**Contract Purchase For
RoadRUNNER Transit Maintenance Facility Expansion**

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

BID SOLICITATION INFORMATION:

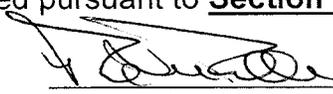
- 1. Bid Due Date: **November 15, 2012**
- 2. Description: **RoadRUNNER Transit Maintenance Facility Expansion**
- 3. Using Department: **Public Works**
- 4. Number of Responses Solicited: **One hundred ninety-eight (198)**
- 5. Number of Responses Received and Accepted: **Two (2)**
- 6. Recommended Award(s) To: **Warren Construction, Inc. of Las Cruces, NM**
- 7. Total Award Amount (includes any tax and contingency): **\$221,000.00**
- 8. Contract Duration: **170 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 | | 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

1/14/2013

Date

CONFIRMATION OF FUND ENCUMBRANCE:

| | |
|---------------------------------------|-----------------|
| REQUISITION or PURCHASE ORDER NUMBER: | 13102121 |
|---------------------------------------|-----------------|

AIA[®] Document A141™ – 2004

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the twenty third (23rd) day of January in the year two thousand thirteen (2013)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Las Cruces a municipal corporation
700 North Main Street
Las Cruces, New Mexico 88001
mail: P. O. Box 20000 / Las Cruces, NM 88004

and the Design-Builder:

(Name, legal status, address and other information)

Warren Construction, Inc.
P.O. Drawer N
Mesilla, New Mexico 88046
phone: 575-527-9979 / fax: 575-527-9928 / email: steve@warrenconstruction.biz

for the following Project:

(Name, location and detailed description)

RoadRUNNER Transit Maintenance Facility Expansion
CLC Bid & Project 12-13-374
1501-A East Hadley / Las Cruces, NM

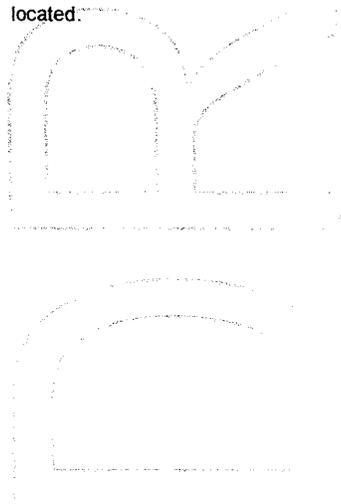
The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.



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TABLE OF ARTICLES

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| 2 | WORK OF THIS AGREEMENT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | MISCELLANEOUS PROVISIONS |
| 8 | ENUMERATION OF THE DESIGN-BUILD DOCUMENTS |

TABLE OF EXHIBITS

| | |
|---|----------------------|
| A | TERMS AND CONDITIONS |
| B | Not Used |
| C | Not Used |

ARTICLE 1 THE DESIGN-BUILD DOCUMENTS

§ 1.1 The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, the "Agreement") and its attached Exhibits; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect-Engineer and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Design-Build Documents, other than Modifications, appears in Article 8.

§ 1.2 The Design-Build Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Design-Build Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Design-Build 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 Owner.

ARTICLE 2 THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 The Design-Builder shall fully execute the Work described in the Design-Build Documents, except to the extent specifically indicated in the Design-Build 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 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.)

The Date of Substantial Completion shall be fixed in a written notice to proceed issued by the Owner to the Design-Builder.

§ 3.2 The Contract Time shall be measured from the date of commencement, subject to adjustments of this Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

The Design-Builder shall pay to the Owner, or the Owner may withhold amounts otherwise due, liquidated damages in the amount of one thousand dollars (\$1,000.00) per day for each consecutive day after the date of Substantial Completion that the Contractor fails to achieve Substantial Completion of the Work. The Design-Builder acknowledges that the liquidated damages provided for in this paragraph are reasonable when and if invoked and do not constitute a penalty.

§ 3.3 The Design-Builder shall achieve Substantial Completion of the Work not later than one hundred twenty (120) days from the date of commencement, and shall achieve Final Completion of the Work not later than twenty one (21) days after the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

Stipulated Sum in accordance with Section 4.2 below;

(Based on the selection above, complete either Section 4.2, 4.3 or 4.4 below.)

§ 4.2 STIPULATED SUM

§ 4.2.1 The Stipulated Sum shall be one hundred eighty six thousand four hundred thirty eight and 69/100 dollars (\$ 186,438.69), plus New Mexico gross receipts tax; and subject to additions and deductions as provided in the Design-Build Documents.

§ 4.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

N/A

§ 4.2.3 Unit prices, if any, are as follows:

| Description | Units | Price (\$0.00) |
|-------------|-------|----------------|
| N/A | | |

§ 4.2.4 Allowances, if any, are as follows:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

| Allowance | Amount (\$0.00) | Included Items |
|-----------|-----------------|----------------|
| N/A | | |

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

[Redacted]

§ 4.3 DELETED

[Redacted]

[Redacted]

(Paragraphs deleted)

§ 4.4.3 DELETED

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.5 CHANGES IN THE WORK

§ 4.5.1 Adjustments of the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article A.7 of Exhibit A, Terms and Conditions.

§ 4.5.2 Deleted

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build 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.

§ 5.1.3 Provided that an Application for Payment is received not later than the last day of month, the Owner shall make payment to the Design-Builder not later than the twenty-first day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than twenty one (21) days after the Owner receives the Application for Payment.

§ 5.1.4 Deleted

§ 5.1.5 With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

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

§ 5.2 PROGRESS PAYMENTS - STIPULATED SUM

§ 5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.2.2 Subject to other provisions of the Design-Build 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, other than services provided by design professionals and other consultants retained directly by the Design-Builder. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section A.7.3.8 of Exhibit A, Terms and Conditions;
- .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);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld payment from or nullified an Application for Payment as provided in Section A.9.5 of Exhibit A, Terms and Conditions.

§ 5.2.3 The progress payment amount determined in accordance with Section 5.2.2 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 Owner shall determine for incomplete Work and unsettled claims; and
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section A.9.10.3 of Exhibit A, Terms and Conditions.

§ 5.2.4 Deleted

(Paragraphs deleted)

§ 5.3 DELETED

§ 5.5 FINAL PAYMENT

§ 5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder in accordance with the New Mexico Prompt Payment Act and as allowed by New Mexico Statutes applicable to Public Works contracts after the Design-Builder has fully performed the Design-Build Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Subsequent to a good faith effort to informally resolve a dispute between the Owner and the Design-Builder, mediation shall be employed as the method of dispute resolution; in accordance with the State of New Mexico Public Works Mediation statute.

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:

(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.)

(Check one.)

Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions

§ 6.3 ARBITRATION

§ 6.3.1 If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

(Insert name, address, license number, relationship to Design-Builder and other information.)

| Name and Address | License Number | Relationship to Design-Builder | Other Information |
|-----------------------|----------------|--------------------------------|----------------------|
| Jason Clark, Studio D | New Mexico | | Architectural Design |

Architects, Las Cruces, NM 3813
 Dan Lilley, Lilley
 Engineering, Las Cruces, NM 11505
 Fred Telck, AC Engineering,
 Las Cruces, NM 6297
 Patrick Sedillo, ARSED
 Engineering, Albuquerque,
 NM 6378

Structural and Civil
 Engineering
 Electrical Engineering
 Mechanical Engineering

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities will be identified subsequent to the authorization of this agreement; a listing of which will be provided to the Design-Builder in a format similar to the following table:

(Insert name, address, license number, if applicable, and responsibilities to Owner and other information.)

| Name and Address | License Number | Responsibilities to Owner | Other Information |
|------------------|----------------|---------------------------|-------------------|
|------------------|----------------|---------------------------|-------------------|

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities will be identified subsequent to the authorization of this agreement; a listing of which will be provided to the Design-Builder in a format similar to the following table:

(Insert name, address, license number, if applicable, responsibilities to Owner and other information.)

| Name and Address | License Number | Responsibilities to Owner | Other Information |
|------------------|----------------|---------------------------|-------------------|
|------------------|----------------|---------------------------|-------------------|

§ 7.4 The Owner's Designated Representative is:

(Insert name, address and other information.)

Soo Gyu Lee
 City of Las Cruces
 attn: Facilities Management – Design and Construction Services
 P. O. Box 20000
 Las Cruces, NM 88004
 phone: 575-541-2502 / fax: 575-541-2904 / email: sglee@las-cruces.org

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Design-Builder's Designated Representative is:

(Insert name, address and other information.)

Cindy Pitts
 Warren Construction, Inc.
 P. O. Drawer N
 Mesilla, NM 88046
 phone: 575-527-9979 / fax: 575-527-9978 / email: cindy@warrenconstruction.biz

§ 7.5.1 The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:

§ 7.7.1 Where reference is made in this Agreement to a provision of another Design-Build Document, the reference refers to that provision as amended or supplemented by other provisions of the Design-Build Documents.

§ 7.7.2 Payments due and unpaid under the Design-Build Contract shall bear interest from the date payment is due in accordance with New Mexico statutes as applicable to public works contracts.

percent (%)

ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS

§ 8.1 The Design-Build Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141-2004.

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Design-Builder, if any, and accepted by the Owner, consist of the following:
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

| Title | Date |
|-------|------|
|-------|------|

§ 8.1.4 The Design-Builder's Proposal, dated **November 13, 2012**, consists of the following:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Bid Number 12-13-374 entitled "RoadRUNNER Transit Maintenance Facility Expansion" prepared by Warren Construction, Inc.

§ 8.1.5 Amendments to the Design-Builder's Proposal, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

§ 8.1.6 The Addenda, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

- Bid Form
 - Subcontractor's Fair Practices Act: List of Subcontractors
 - Verification of Minimum Qualifications
- Bid Bond
 - Certificate of Liability Insurance
 - Federal Certification (Buy America Certificate)
 - Certification Regarding Lobbying

**DBE Form #RN-1
Project Time Line**

| Number | Date | Pages |
|--------|------------|-------|
| One | 11-05-2012 | 45 |
| Two | 11-06-2012 | 2 |
| Three | 11-13-2012 | 2 |

§ 8.1.7 Exhibit A, Terms and Conditions.

(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

N/A

§ 8.1.8 Exhibit B, Determination of the Cost of the Work, if applicable.

(If the parties agree to substitute a method to determine the cost of the Work other than that contained in AIA Document A141-2004, Exhibit B, Determination of the Cost of the Work, then identify such other method to determine the cost of the Work and attach to this Agreement as Exhibit B. If the Contract Sum is a Stipulated Sum, then Exhibit B is not applicable.)

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.

(Complete AIA Document A141-2004, Exhibit C, Insurance and Bonds or indicate "not applicable.")

§ 8.1.10 Other documents, if any, forming part of the Design-Build Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

City of Las Cruces Bid No. 12-13-374 entitled "RoadRUNNER Transit Maintenance Facility Expansion" including New Mexico DWS Wage Determination No. DA-12-1514B

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

OWNER (Signature)

City of Las Cruces
Purchasing Manager

(Printed name and title)

DESIGN-BUILDER (Signature)

Warren Construction

(Printed name and title)

Approved as to form:

City Attorney

Project **RoadRUNNER Transit Maintenance Facility Expansion**
 CLC Project No. : 12-13-374
 Bid Opening Date: 11/15/2012

| Item No. | Description | Engineer's Estimate | Warren Construction | ESA Construction |
|----------|--------------|----------------------|----------------------|----------------------|
| 1 | Base Bid | \$ 182,819.74 | \$ 186,438.69 | \$ 289,000.00 |
| | NMGRT | \$ 13,825.74 | \$ 14,099.43 | \$ 21,855.63 |
| | TOTAL | \$ 196,645.48 | \$ 200,538.12 | \$ 310,855.63 |

Prepared By: Soo Gyu Lee, PE