## **CONTRACT CONTROL FORM**

PROJECT NO:	740579		CONTACT PERSO	N: Derrick Green	~
CCN:	20240	0745			
(New/Existing)	New				
Type of Paperw Project Name/D (From CTS): Developer/Own	escription er/Vendor	Bedrock Bedrock ABQ	Investors, LLC	•	12.31.2099
APPROVALS F	REQUIRED:	_	L CONTRACT REVI	ıl Date	
DRC Manager			DS 1/2/202	24   4:55 PM MST	
Legal Departme	ent	C	<u>v</u>	24   5:11 PM MST	
City Engineer			1/2/202	4   10:19 PM MST	
Hydrology Engi	ineer				
Transportation l	Engineer				
Construction Er	ngineer				
OTHER: <u>CAO</u>					
DISTRUBUTIO	ON: —	Date:	Ву:	-:	
Received by Cit	y clerk	an 3, 2024	1 Goldby W	).	

### AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS BY CITY CONTRACT

**Project Name:** 

Bedrock

**Project Number:** 740579

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Bedrock ABQ Investors, LLC ("Developer"), a Delaware limited liability company, Lauren Boyd whose email address is laurenb@laterradev.com whose address is 1880 Century Park East, Suite 1017 (City) Los Angeles, (State) CA (Zip Code) 90067 and whose telephone number is 310-552-0065, in Los Angeles, California, and is entered into as of the date of final execution of this Agreement.

Recital. The Developer is developing certain lands within the City of Albuquerque, 1. Bernalillo County, New Mexico, known as: [describe]: Tracts 4 and 5 of the Trails Unit 3A ("Developer's Property"). The Developer's Property is owned by **Bedrock ABQ Investors**, **LLC**, the Developer.

The City and the property Developer have agreed that it would be beneficial to all parties and the general public to make certain improvements to the public roadways and that it is appropriate that the Developer contribute to the cost of the improvements.

The Developer of the property is seeking Site Development Plan approval. The City and the property Developer have agreed that it would be beneficial to all parties and the general public to make certain improvements to the public roadways and that it is appropriate that the Developer contribute to the cost of the improvements.

Developer's Property will benefit from the construction of certain improvements detailed below, which will be located on public right-of-way, and the City is willing to construct those improvements with the participation of the Developer.

THEREFORE, the City and the Developer agree:

- Improvements. The City agrees to install and complete the following public improvements, identified as Project No. 740579
- Developer's Estimated Cost. The Developer's share has been determined to be nine hundred fifty-nine thousand three hundred ninety-nine dollars and seventy-four cents (\$959,399.74) ("Developer's Share"), as shown on the attached City-approved infrastructure list is attached as Exhibit A. The developer's share includes City fees and contingencies and is the only amount Developer will be required to contribute for this project.
  - Payment. All payments will be made only in the following form: certified check, 4.

cashier's check, electronic or other form of payment approved by the City.

- 5. <u>Notice</u>. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.
- 6. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 7. <u>Changes to Agreement</u>. Changes to this Agreement are not binding unless made in writing and signed by both parties.
- 8. <u>Construction and Severability</u>. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
- 9. <u>Captions</u>. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.
- 10. <u>Authority to Execute</u>: The Developer signing below is the owner of the Developer's Property.

DEVELOPER: BedrodABQ Investors, WC
By [signature]:
Name [print]: Lauvan Bond
Title: Authorized Signatum
Dated: 121412023

CALIFORNIA ALL-PORPOSE ACKNOWLEDG	AUTOCOLO SE LI 199
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.
State of California  County of Los Angeles  On Pecenter 4, 2023 before me,	data as to send Nicona and Title of the Office
subscribed to the within instrument and acknow	v evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
ADAM S. GOLDMAN Notary Public - California Los Angeles County Commission # 2316332 My Comm. Expires Jan 13, 2024	SignatureAdam S. Goldman, Notary Public
Place Notary Seal Above	
Though this section is optional, completing this fraudulent reattachment of this	PTIONAL s information can deter alteration of the document or s form to an unintended document.
Description of Attached Document Title or Type of Document:  Number of Pages:  Signer(s) Other Tha	Important by city Contract  Important by city Contract  Document Date:  Number ! 740 S
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
REGLACIC HIRA TUNDELLE	
©2014 National Notary Association • www.NationalNot	ary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Di	<u>EVELOPER'S NOTARY</u>	5	
STATE OF	SS.		
This instrument was acknowled by [name of person:] capacity, for instance, "President" or "Compared to the compact of the capacity of th		day of	, 20 , [title or of [Developer]
(SEAL)	Notary Pub		
	My Comm:	ission Expires: _	
	California Notarial Se on attached Acknowledgment A S.		

CITY OF ALBUQUERQUE:  By: Shahab Biazar, P.E., City Engineer	
Agreement is effective as of (Date):1/2/2024   10:1	9 PM MST
<u>CITY'S NOTARY</u>	
STATE OF NEW MEXICO )	
COUNTY OF BERNALILLO ) ss.	
This instrument was acknowledged before me on this _	3 day of January,
2024 by Shahab Biazar, P.E., City Engineer of the City of	Albuquerque, a municipal
corporation, on behalf of said corporation.	
(SEAL) Notary	Public
STATE OF NEW MEXICO	
NOTARY PUBLIC My Con	mmission Expires: 124 2025
Tanya Devargas	. 71
Commission No. 1136059  November 24, 2025	
NOVERTINET 24. 2025	

[To be used with SIA Procedure C, or C Modified]

4

COA# \_\_\_\_\_

## CITY OF ALBUQUERQUE



## **FINANCIAL GUARANTY AMOUNT**

Revised Nov. 3, 2023

	Type of Estimate:	I.I.A. Procedure C payment								
	Project Description: Project ID #: Requested By:	740579 Bedrock Tract 4-5, The Trails  Josh Lutz								
		Approved Estimate Amount:		. \$	746,214.91					
		Continency Amount:	10.00%	\$	74,621.49					
		Subtotal:		\$	820,836.40					
PO Box 1293		NMGRT:	7.625%	\$	62,588.78					
4.11		Subtotal:		\$	883,425.18					
Albuquerque 2		Engineering Fee:	6.60%	\$	58,306.06					
New Mexico 871	03	Testing Fee:	2.00%	\$	17,668.50					
		Subtotal:		\$	959,399.74					
www.cabq.gov		FINANCIAL GUARANTY RATE:			1.00					
	TOTAL FINANCIAL GU	JARANTY REQUIRED:		\$	959,399.74					
	APPROVAL:  Notes: Plans not yet		D	NATE:	3,202,					

ENGINEER'S OPI	NION OF PROBABLE	COSTS		
Paseo Del Norte - Deffered O	CPN 740579			
Short Description	Estimate		timate	Estimate
	<u>Unit Price</u>	Qı	uantity	<u>Amount</u>
PASEO DEL NORTE				
SUBGRADE PREP. 8"	\$4.03	1608	SY	\$6,474.78
SUBGRADE PREP, 12"	\$4.08	4976		\$20,280.55
ABS, 4"	\$8.97	2251	SY	\$20,184.53
ASP CONC, Superpave, 1", M	\$7.28	4976	SY	\$36,221.74
BIKE ASP CONC, TRAIL, 2"	\$21.20	1608	SY	\$34,077.77
ASP CONC, Superpave, 2", M	\$19.81	563	SY	\$11,147.37
ASP CONC, Superpave, 3", M	\$27.72	14927	SY	\$413,723.11
тк ст	\$0.49	14927	SY	\$7,301.00
PRIME CT	\$0.85	4976	SY	\$4,218.36
AC CURB, M EXTD	\$11.71	1447	LF	\$16,939.27
C & G, STD, PCC	\$29.27	1447	LF	\$42,339.28
LANDSCAPING	\$5.00	13542	SF	\$67,710.64
REF PLAS MRK 4"	\$1.24	2889	LF	\$3,579.86
REF PLAS MRK 6"	\$1.63	1445	LF	\$2,355.16
SUBTOTAL PAVING IMPROVEMENTS				\$686,553.42
SUBTOTAL CONSTRUCTION (SOFT COSTS)				\$686,553.42
SOFT COSTS				
TRAFFIC CONTROL	3.00%			\$20,596.60
MOBILIZATION	4.26%			\$29,247.18
CONSTRUCTION STAKING	1.43%			\$9,817.71
Subtotal for Soft Costs				\$59,661.49
TOTAL COSTS (HARD & SOFT)				\$746,214.91

1. Unit Pricing is based on 2023 COA unit prices.

2. The above estimate does NOT include the following items: utility expansion charges, interior sideyard, backyard and frontyard privacy walls, landscaping, irrigation, entry signs, land costs, speed humps, permitting fees, cost associated with lowering overhead dry utility poles (electric, Century Link, Cable),

3. Dry utility costs are NOT included. Exact cost should be determined by each dry utility company.

This estimate of construction cost is only an opinion.

Approved as basis of Procedure C Payment, Nov. 3, 2023

Project No.

Figure 12

INFRASTRUCTURE LIST

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT FACILITATION TEAM (DFT) REQUIRED INFRASTRUCTURE LIST

BEDROCK TRACT 4-5, THE TRALS Following is a summany of PUBLICPRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that apportment or non-resemble interest included in the infrastructure listing. The DRC Chair represents increase in familiar and related for infrastructures are not been included in the infrastructure listing. The DRC Chair is the User Department and a guarantees are a related guarantees. All such invisions require approval by the DRC Chair, the User Department and agent/cowner. If such approvals are obtained, these revisions to the listing will be required to the processes are not complete the project and which normally are the Sibdivide's separation of project acceptance and drawing construction which are necessary to complete his project and which normally are the Sibdivide's separational trip will be required as a condition of project acceptance and drawing construction which are acceptance and drawing construction which are necessary to complete his project and which normally are the Sibdivide's separation will be required as a condition of project acceptance and drawing constructions.

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City City Cnst Inspector Engineer		il I	Inspector Engineer	1 1		Oct 13, 2023	DATE	DATE 0ct 13, 2023	DATE	DATE	_	AGEHTIOWNER
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٠ <u>٠</u>	EAST BOUNDARY OF TRACT 5	<sub>6</sub>	EAST BOUNDARY OF TRACT 5			Ability Bulo	PARKS & RECREATION	ILEQUE C	CITY ENGINEER			
From	WOODMONT AVENUE	Frances of the Gilly Dree	APPROX, 600 LF EAST OF WOODMONT	APPROVED BY THE CITY DRC		Oct 13, 2023	Oct 16, 2023	Oct 19, 2023	DATE Oct 13, 2023	DATE		USER DEPARTMENT
Location	10 VIDE ASPIALTRALL OS-2 WOODMONTAKENUE	TANGE ASSOCIATED WITHE DEVELOTMENT ASS	URE "C" MODIFIED PASEO DEL NORTE BLVD PRE TRAIL	PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED WITHE DEVELOPMENT AS APPROVED BY THE CITY DRO	A DOGO NIVAL E	THE CONTROL OF THE CO		AENT				AC ALBERTO
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SA COADRC Sequence # Project #		SAA COADHC	Sequence # Project #		AGENT/UMMED	3 Solution 1	PREPARED BY: PRINT NAME BOHANNAN HUSTON INC.	FIRM: Digitally signed by Joshua Luz Joshua Lutz Digitally signed by Joshua Luz Joshua Lutz	SIGNATURE MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRIF EXTENSION		DESIGN REVIEW COMMITTEE REVISIONS	REVISION



# City of Albuquerque Planning Department Design Review and Construction Services Invoice

Project Name: Bedrock/La Terra

CPN: 740579

Purpose	Accounting String	Amount
Procedure C	305/PCDMD/24_DEV_FUND/7217460 MISC PROJS DEVELOPMENT FUNDED PRJCTS	\$ 959,399.74
TOTAL AMOUNT		\$ 959,399.74

<sup>&</sup>lt;sup>1</sup> Alternative Sidewalk Agreements require a Sidewalk Verification.

PREPARED BY:	Kathy Verhage	PHONE	505-924-3993	_
DATE:	11/13/2023			

This invoice can be paid at any City of Albuquerque Treasury location. **Bring three copies of this invoice to Treasury.** The most convenient location may be at Plaza Del Sol, 600 2<sup>nd</sup> St NW. Provide a copy of the receipt to DRC, Suite 400 600 2<sup>nd</sup> St. NW, or e-mail to a Design Review and Construction employee:

Rather Whey Machel Minh City of Albuquerque

Reference Number: 2023355002-3 Date/Time: 12/21/2023 10:28:47 AM

Departmental Deposit 2023355002-3-1

Departmental Deposit 10 \$959,399.74 GL #: |305|||PCDMD|24DEVFUND|7217460| Total: \$959,399.74

1 ITEM TOTAL:

\$959,399.74

TOTAL:

\$959,399.74

\*DUPLICATE RECEIPT 12/21/2023 10:36:21 AM\*

Check

\$959,399,74

Bank Account #: \*\*\*\*\*1563 Check Number: 000199 Bank Routing #: \*\*\*\*3635

Address:

Total Received:

\$959,399.74



Thank you for your payment.