PUBLIC WORKS/HYDROLOGY

F17/D55

F17/D55

25×10

0000 0000 1011

F17/D55
905

86 85948

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

(Procedure "B")

RECEIVED
SEP 15 1986
HYDROLOGY SECTION

THIS AGREEMENT made this 9th day of September, 1986, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Beatriz Rivera (hereinafter referred to as "Rivera" ~~"Developer"~~) pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Rivera ~~Developer~~ is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as Lots 12-21, Block 11, Tract A, Unit B North Albuquerque Acres (hereinafter referred to as the "Subdivision"); and

WHEREAS, Rivera ~~the Developer~~ has submitted and the City has approved a preliminary plat identified as "Plat for American Toyota Tracts A & B" describing the Subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance requires ~~the~~ Rivera ~~Developer~~ to install and construct certain public improvements at no cost to the City; and

WHEREAS, the City requires the execution of an Agreement to construct said public improvements, together with actual satisfactory construction or acceptable guarantees of construction as specified below, as a prerequisite to approval of a Final Plat of the Subdivision; and

WHEREAS, Rivera ~~the Developer~~ must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue Rivera ~~the Developer~~ a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all

Rev. 10/85
(0061E)

25×10

required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the City is willing to inspect or monitor the private inspection of the improvements during the course of their construction and accept said improvements upon their satisfactory completion, all as set forth and specified in Exhibit "B", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and *

WHEREAS, ~~the Developer~~ Rivera financially guarantees the satisfactory completion of the infrastructure construction required herein and the payment of all labor and material costs and charges, all as set forth and specified in Exhibit "C", which is attached hereto and incorporated herein as if fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the above, the City and ~~the Developer~~ Rivera hereby agree as follows:

1. ~~The Developer~~ Rivera shall, on or before the ~~11th~~ 5th day of ~~August~~ January, 19 87, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which ~~the Developer~~ Rivera shall satisfactorily complete within the time limitation stated above are described and identified in Phase I of Exhibit "D", ~~which is~~ attached hereto ~~and incorporated herein as fully set forth in this Agreement~~ (hereinafter referred to as "Improvements).

*WHEREAS, the City has approved an Amended Infrastructure list which includes two phases, with Phase I improvements to be constructed as part of the Subdivision Plat, and Phase II improvements deferred under a bulk land variance, as set forth and specified in Exhibit "D", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

25×10

The time limitation stated above may be extended by the City Engineer for a period not to exceed twelve (12) months if ~~the Developer~~ Rivera shows adequate reasons for said extension.

2. After execution of this Agreement, payment of all fees as specified in Exhibit "A" attached hereto, and, if applicable, delivery of the financial guarantee specified in Exhibit "C" attached hereto, ~~the Developer~~ Rivera shall be issued a Work Order by the City. ~~The Developer~~ Rivera shall advise the City Engineer in advance of the actual start of construction and arrange for all inspections required and specified in Exhibit "B" attached hereto. ~~The Developer~~ Rivera shall permit the City or other participating agencies to make such tests and inspections during the construction of the improvements and upon completion of the improvements as are necessary or desirable.

3. Prior to final acceptance of the completed improvements by the City, ~~the Developer~~ Rivera shall furnish to the City Engineer all documentation of the completion of construction as set forth and specified in Exhibit "A" attached hereto.

4. Until acceptance of the improvements by the City, ~~the Developer~~ Rivera shall be solely responsible for maintaining the premises being subdivided in a safe condition. ~~The Developer~~ Rivera agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct of ~~the Developer~~ Rivera, ~~his~~ her agents, employees or the Engineer or Contractor or their agents or employees. *The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

~~*The indemnity required hereunder shall be limited to a period of three (3) years following the date of the City's acceptance of the completed improvements.~~

25×10

5. ~~The Developer~~ Rivera shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars ($1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public resulting from any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The insurance policy must name the City of Albuquerque, its employees, and elected officials, as their interest may appear, as additional insureds. ~~The Developer~~ Rivera shall maintain such insurance until acceptance of the improvements by the City. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date hereof, materially changed, or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer. ~~The Developer~~ Rivera shall furnish the City Engineer a cerificate of said insurance prior to issuance of a Work Order for construction of the improvements.

6. If at the time that construction of the Project is completed the City does not own the real property on or in which the improvements are constructed, ~~the Developer~~ Rivera shall convey such real property and property rights as the City deems necessary, together with all improvements, to the City free and clear of all claims, encumbrances and liens prior to final acceptance of the improvements by the City. Conveyance may be by appropriate dedication on the final plat of the subdivision.

7. At the time of acceptance of the completed improvements or any portion thereof by the City, ~~the Developer~~ Rivera shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective

25×10

materials and workmanship for a period of three (3) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

10. The City shall make available at established reproduction costs for the use of ~~the Developer~~ Rivera or ~~its~~ her agents all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by ~~the Developer~~ Rivera or ~~its~~ her agents pursuant to this Agreement and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.

11. The City shall issue a Certificate of Completion and Acceptance for the Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" attached hereto.

12. If ~~the Developer~~ Rivera has requested Final Plat approval by the City prior to the actual construction of the improvements, the City will approve the Final Plat for recordation upon execution of this Agreement, payment of all fees specified in Exhibit "A" attached hereto, delivery of the financial guarantee specified in Exhibit "C" attached hereto and full compliance with the City's Subdivision Ordinance.

25×

13. This Agreement shall not be assigned except with the written consent of the parties hereto and the express written concurrence of any surety who has undertaken to guarantee the completion of the Improvements. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. In the event of the sale, conveyance, or assignment of the Subdivision or any portion thereof, the City will not release ~~the Developer~~ Rivera from ~~its~~ her obligations under this Agreement and will continue to hold ~~the Developer~~ Rivera responsible for all Improvements until a successor in interest to ~~the Developer~~ Rivera has posted a suitable guarantee and entered into a Subdivision Improvement Agreement with the City. At such time as acceptable security has been posted by ~~the Developer's~~ Rivera's successor in interest and the Agreement executed, the City will release the guarantee.

15. Should there be a conflict between the terms and conditions of this Agreement (with Exhibits A, B, C, and D) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B, C, and D) shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

25×10

0000 0000 1017

OWNER
~~DEVELOPER~~

Beatriz Rivera
Signed

Name

Title

ATTEST:

N/A
City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

James N. Hicks Jr., Principal Engineer,
Design Division, Public Works Dept.

Gene Romo
Chief Administrative Officer

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 6th day of August, 1986, by Beatriz Rivera of .

Thursa Walker
Notary Public

My Commission Expires:

9-1-88

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 9th day of September, 1986, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Priscilla Phillips
Notary Public

My Commission Expires:

3-17-90

Rev. 10/85

25×10

0000 0000 10 18

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN BEATRIZ RIVERA ~~(DEVELOPER)~~
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 9th DAY OF September, 19 86.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

~~The Developer~~ Rivera shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on ~~the Developer's~~ Rivera's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. _____.

2. DESIGN AND CONSTRUCTION METHODS.

As soon as reasonably practical after approval of ~~the Developer's~~ Rivera's Preliminary Plat of the Subdivision, ~~the Developer~~ Rivera shall submit to the City Engineer final construction plans, specifications, and cost estimates for the proposed public improvements. At this time, ~~the Developer~~ Rivera shall pay all fees required under Section 12.D of the City's Subdivision Ordinance and Paragraph 4 of this Exhibit.

~~The Developer~~ Rivera has engaged Espey, Huston & Associates, Inc. as Engineer(s) for the construction/design of the project, who are Registered Professional Engineers in the State of New Mexico. ~~The Developer~~ Rivera shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

a. Design of the improvements

b. Preparation of final working drawing; and

c. Coordination through plan approval process.

25×10

Rivera
~~The Developer~~ shall ensure that the Engineer(s) perform all of the above services in a satisfactory manner and submit to the City Engineer any reports required by the City Engineer.

Rivera
~~The Developer~~ ~~has engaged~~ will engage _____
are
~~as~~ Contractor(s), who ~~is~~ properly licensed in the State of New Mexico* ~~The~~
Rivera
~~Developer~~ shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. _____), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the
Rivera
Subdivision Improvement Agreement between ~~Developer~~ and the City.

3. COMPLETION OF CONSTRUCTION.

Rivera
~~The Developer~~ shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, ~~the~~
Rivera
~~Developer~~ shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

a. "As-built" drawings of reproducible quality, depicting all construction of the public improvements as actually accomplished in the field and certified by a New Mexico Registered Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the City Engineer's Standard Estimated Unit Prices.

*and will notify City Engineer of selection in writing prior to issuance of a work order.

25×10

This list shall be divided into the following categories as applicable:

(1) Sanitary sewer items and quantities;

(2) Water service items and quantities;

(3) Street paving quantities;

(4) Street curb and gutter quantities; and

(5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of ~~the Developer's~~ Rivera's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been satisfactorily completed, the City Engineer shall approve the package and issue a Certificate of Completion and Acceptance. Any financial guarantee provided by ~~the Developer~~ Rivera in accordance with Section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between ~~the Developer~~ Rivera and the City shall be released no later than sixty (60) days after approval of the final acceptance package by the City Engineer.

4. PAYMENT OF FEES.

Prior to issuance of a Work Order, ~~the Developer~~ Rivera shall pay to the City the following fees:

25×10

0000 0000 1021

Type of Fee	Amount
Engineering Fee	6% of actual construction cost for public improvements
Excavation Ordinance Fee	As required per City approved engineer's estimate
Sidewalk Ordinance Fee	As required per City approved engineer's estimate

Prior to final acceptance of the improvements by the City, ~~the Developer~~ Rivera shall pay any other City fees which may have been incurred during the course of construction.

25×10

0000 0000 1022

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN BEATRIZ RIVERA ~~(DEVELOPER)~~
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 4th DAY OF September, 198 6.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by the City, ~~a New Mexico Registered Professional Engineer~~, in accordance with all applicable laws, ordinances and regulations. If said inspection is performed by an entity other than the City, the City may monitor said inspection and Rivera ~~the Developer~~ shall ensure that the inspecting entity provides all inspection results, reports and related data to the City as required for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the improvements if deemed necessary or advisable by the City Engineer. For any inspections performed by the City, Rivera ~~the Developer~~ shall pay to the City a reasonable fee therefor.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by the City in accordance with all applicable laws, ordinances and regulations. If said construction surveying is performed by an entity other than the City, the City may monitor said construction surveying and Rivera ~~the Developer~~ shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City as required for review. If any construction surveying is performed by the City, Rivera ~~the Developer~~ shall pay to the City a reasonable fee therefor.

25×10

3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by the City, ~~a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer~~, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and ~~the Developer~~ Rivera shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, ~~the Developer~~ Rivera shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

Notwithstanding the provisions of Paragraph 3 above, the City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer ~~at the expense of the Developer~~. and Rivera shall pay to the City a reasonable fee therefor.

25×10

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN BEATRIZ RIVERA ~~(DEVELOPER)~~
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 9th DAY OF September, 1986.

1. PLAT APPROVAL STATUS

Rivera ~~The Developer~~ has/has not (circle one) requested final plat approval by the City prior to construction of the Subdivision Improvements described in Paragraph 1 of the Subdivision Improvement Agreement. If Rivera ~~the Developer~~ has not requested final plat approval prior to construction of the improvements, no financial guarantee is required by the City. However, Rivera ~~the Developer~~ understands and agrees that the City will not approve Rivera's ~~the Developer's~~ proposed plat until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If Rivera ~~the Developer~~ has requested final plat approval prior to the construction of the improvements, a financial guarantee in an amount of not less than 125 percent of the costs of completing the improvements (as estimated by the City Engineer) is required pursuant to the City's Subdivision Ordinance. Said financial guarantee must be irrevocable in form and may be effected by a bond, letter of credit, escrow deposit, or other acceptable pledge of liquid assets payable to the City in the event of Rivera's ~~Developer's~~ default under the Subdivision Improvement Agreement.

2. FINANCIAL GUARANTEE

With respect to the Subdivision Improvement Agreement to which this document is attached as an Exhibit, Rivera ~~the Developer~~ has acquired or is able to acquire the following described financial guarantee (describe fully, indicate amount, identification number, names of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

25×10

0000 0000 1025

A Letter of Credit from the First National Bank in Albuquerque, as Surety, for Beatriz Rivera, No. 11057, in the amount of ~~Two Hundred Seventeen Thousand One Hundred Eighty-Eight Dollars ($217,188.00)~~, effective for the period from ~~August 15~~, 1987 to ~~October 10~~, 1987, inclusive, to the City of Albuquerque for Subdivision Improvement. $245,734.00

~~The Developer~~ Rivera understands and agrees that the original executed financial guarantee described above must be delivered to the City prior to the City's approval and filing of the Final Subdivision Plat ~~simultaneously with the City's execution of the Subdivision Improvement Agreement between Developer and the City~~; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

In the event ~~the Developer~~ Rivera shall fail or neglect to fulfill ~~his~~ her obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and ~~the Developer~~ Rivera as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of ~~the Developer~~ Rivera to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by ~~the Developer~~ Rivera described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

3. PROCEDURES FOR REDUCTION OF FINANCIAL GUARANTEE UPON PARTIAL COMPLETION OF IMPROVEMENTS.

~~The Developer~~ Rivera may request a reduction in the amount of financial guarantee upon partial completion of the subdivision improvements. To qualify for a financial guarantee reduction, the completed improvements must be of a free-standing nature, functionally independent of any uncompleted

25×10

improvements, and completed in substantial compliance with the subdivision improvement construction plans as determined by an inspection conducted by the City.

If the completed improvements meet the above requirements, the City Engineer will then estimate the cost of completing the remaining improvements. ~~The Developer~~ Rivera may then submit the following documents to the City for review and approval:

a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;

b) A release of the original financial guarantee for execution by the City;

c) Documentation that the completed improvements and the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;

d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between ~~the Developer~~ Rivera and the City.

Upon receipt of the above-described documents in forms acceptable to the City, the City shall issue a Certificate of Completion and Acceptance for the completed improvements and accepts the revised financial guarantee tendered by ~~the Developer~~ Rivera.

EXHIBIT "D" Amended

AMERICAN TOYOTA
SUBDIVISION IMPROVEMENTS AGREEMENT
INFRASTRUCTURE LISTING
7/86
DRB-86-120

PHASE I IMPROVEMENTS TO BE CONSTRUCTED AS PART OF ~~SUBDIVISION PERMIT~~ SUBDIVISION PLAT

UTILITY	ITEM	FROM	TO	DESCRIPTION
UTILITY				
Paving	a. Alameda	End of permanent paving in Alameda east of I-25	San Pedro	710 L.F. half-width arterial 1 6' sidewalk Standard curb and gutter 24' roadway width Temporary median curb Transition pavement
Water	a. San Pedro	Corona	Alameda	1560 L.F.-14" line
	b. Alameda	San Pedro	East Frontage Road Access Control line. Connect to existing 14" line	710 L.F.-14" line
Sewer	a. Alameda	I-25 East Frontage Road	480' east	480 L.F.-8" line
	b. I-25 East Frontage Road	Alameda	Wilshire	1150 L.F.-8" line
	*c. I-25 Bore at Wilshire	East Frontage Road	West Frontage Road	Bore beneath I-25 for 10" sewerline B-C1

OF THE ORIGINAL DOCUMENT
0000 0000 1021
25X
32X

PHASE II IMPROVEMENTS TO BE CONSTRUCTED AS PART OF ~~SITE PLAN PHASE II~~ DEFERRED UNDER BULK LAND VARIANCE GRANTED BY DRB 7/86

UTILITY	ITEM	FROM	TO	DESCRIPTION
UTILITY				
Storm Sewer	a. Outfall Line	West end Oakland	I-25 East Frontage	100 L.F. 24" RCP 1 Drop inlet
Paving	a. San Pedro	Oakland	Alameda	530 L.F. half-width collector 1 6' sidewalk Standard curb and gutter 24' roadway width Temporary median curb Transition pavement
	b. Oakland	San Pedro	West to cul-de-sac	760 L.F. of 20' width resid. paving Standard curb and gutter 1 40' radius cul-de-sac, 760 L.F. of 4' width temporary paving
Water	a. Oakland	San Pedro	Cul-de-sac	790 L.F.-10" line
	b. San Pedro	Alameda	Oakland	550 L.F.-14" line

* Note: City to pay full cost of I-25 Bore, including encased 10" sewerline and connection to existing Wilshire line. SEE ATTACHED LETTER FROM CITY ENGINEER.

OF THE ORIGINAL DOCUMENT
0000 0000 1028
25X
32X

AMERICAN TOYOTA
SUBDIVISION IMPROVEMENTS AGREEMENT
INFRASTRUCTURE LISTING
7/86

DRB-86-120

Approved on 7-15-86, 1986 by the Development Review Board.

Richard Domen — 7-15-86
Planning Division — Date

Rhonda M. Haight — 7-15-86
Department of Public Works, Utility Development Division — Date

Roberta Fonaugh — 7-15-86
Traffic Engineering — Date

Andrew M. Stone — 7-15-86
Parks & Recreation — Date

Billy J. Godsey — 7-15-86
City Engineer/AMAPCA — Date

OF THE ORIGINAL DOCUMENT

25X
32X

0000 0000 1030

ESPEY, HUSTON & ASSOCIATES INC.
Engineering & Environmental Consultants

SUBJECT

AMERICAN TOYOTA

SHEET 1 OF 4 BY P. BRASHER
DATE 8-4-86 CK BY

CONSTRUCTION COST ESTIMATES FOR PHASE I
PUBLIC INFRASTRUCTURE IMPROVEMENTS

SUMMARY

1. PAVING – ALAMEDA, FROM I-25 E. FRTGE. RD. TO SAN PEDRO
710 L.F. HALF-WIDTH ARTERIAL; 1-6' SIDEWALK;
STANDARD CURB & GUTTER; 24' ROADWAY WIDTH;
TEMPORARY MEDIAN CURB; TRANSITION PAVEMENT
• EST. CONST. COST: $ 58,653.20 TOTAL

2. WATER – SAN PEDRO, FROM CORONA TO ALAMEDA
1560 L.F. 14" LINE
– ALAMEDA, FROM I-25 E. FRTGE. RD. TO SAN PEDRO
710 L.F. 14" LINE
• EST CONST. COST: $ 78,071.12 TOTAL

3. SEWER – ALAMEDA, FROM I-25 E. FRTGE RD. EAST 480'
480 L.F. 8" LINE
I-25 E. FRTGE RD, FROM ALAMEDA TO WILSHIRE
EST CONST. COST: $ 37,001.59 TOTAL

4. TOTAL WATER + SEWER + PAVING: $ 173,725.91

NOTE: UNIT PRICES BASED UPON CITY ENGINEER'S ESTIMATED UNIT PRICES FOR CONTRACT ITEMS, DATED 8-28-85

ESTIMATE PREPARED BY PAUL BRASHER, P.E.
ESPEY, HUSTON & ASSOC.

25 x 10

0000 0000 1031

ESPEY, HUSTON & ASSOCIATES INC.
Engineering & Environmental Consultants

SUBJECT CONST. EST. 925

AMERICAN TOYOTA

SHEET 1 OF 4 BY BRASHER
DATE 8/1/86 CK BY

PAVING - ALAMEDA; E. FRTGE RD TO SAN PEDRO

ITEM ID	ITEM	QUANTITY	UNIT PR.	TOTAL
P-9	AC PVMT REM	1,466	$1.36/SY	$1,993.76
P-12	AC CURB REM	390	2.10/L.F	819.00
P-19	PROC 6" SUBBASE	2,493	0.61/SY	1,520.73
P-24	6" CTB	2,493	3.54/SY	8,825.22
P-25	1½" AC BS-1500-M	2,493	2.49/SY	6,207.57
P-32	1½" AC SF-1500-M	2,493	2.54/SY	6,332.22
P-46	PCC STD C&G	690	7.48/LF	5,161.20
P-38	AC CURB	800	2.83/L.F	2,264.00
P-42	4" PCC SDWK	4,970	1.43/SF	7,107.00
P-47	PCC MDN C&G	690	6.82/LF	4,705.80
P-44	PCC VLY G	725	3.80/SF	2,755.00
P-4	GRADING	4,166	0.95/SY	3,957.70
P-1	EXCAV & DISP	7,004	1.00/SY	7,004.00
	TOTAL PAVING			$58,653.20

25×10

0000 0000 1032

WATER SAN PEDRO, CORONA TO ALAMEDA
ALAMEDA, I-25 E. FRTGE. RD. TO SAN PEDRO

ITEM ID	ITEM	QUANTITY	UNIT PR	TOTAL
W-6	14" D.I.P.	2270	$22.00/L.F.	$49,940.00
W-71	14" B.V.	3	1945/EA	5,835.00
W-67	8" G.V.	5	501.82/EA	2,509.10
W-76	ARV	1	700.00/EA	700.00
W-3	8" DIP	200	16.00/LF	3,200.00
W-52	MJ FIT (4"-14")	4000	1.56/LB	6,240.00
W-66	6" G.V.	5	337.40/EA	1,687.00
W-2	6" DIP	100	8.71/LF	871.00
W-82	V BOX-A	13	179.49/EA	2,333.37
W-87	FH-4½'	5	951.15/EA	4,755.75
TOTAL WATER				$78,071.12

25×10

0000 0000 1033

ESPEY, HUSTON & ASSOCIATES INC.
Engineering & Environmental Consultants

SUBJECT CONST EST.

AMERICAN TOYOTA

SHEET 3 OF 4 BY BRASHER
DATE 8/4/86 CK BY

SEWER ALAMEDA, I-25 E. FRTGE. RD., 480' EAST
I-25 E. FRTGE RD, ALAMEDA TO WILSHIRE

ITEM ID	ITEM	QUANTITY	UNIT PR	TOTAL
S-3	8" VCP	1630	5.44 / L.F.	8,867.20
S-11	TRCHG LESS THAN 6' DEEP	40	5.95 / L.F.	238.00
S-12	TRCHG, 8'-10' DEEP	60	7.84 / L.F.	470.40
S-13	TRCHG, 10'-14' DEEP	1500	11.19 / L.F.	16,785.00
S-15	TRCHG, 14'-18' DEEP	30	14.77 / L.F.	443.10
S-21	4' MH LESS THAN 6' DEEP	1	993.75/EA	993.75
S-22	4' MH 6'-10' DEEP	1	977.61/EA	977.61
S-23	4' MH 10'-14' DEEP	6	1,165.00/EA	6,990.00
S-24	4' MH ADDD COST 14'-18' D	1	71.53 /EA	1,236.53
TOTAL SEWER				37,001.59

Summary:

$58,653.20
78,071.12
37,001.59
$173,725.91

Financial Guarantee Required
$173,725.91 x 1.25 = $217,157.39

Andre Huston 8/7/86

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
1986 SEP -9 PM 3:19
BK 3924 PG 905-927
DOLORES C. WALLER
CO. CLERK & RECORDER
DEPUTY

25 x 10

0000 0000 1034

FILED WITH CITY CLERK'S OFFICE

9/9/86

The First National Bank in Albuquerque

RECEIVED SEP 15 1986 HYDROLOGY SECTION

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 11057

DATE September 5, 1986

AMOUNT $245,734.00

Mr. Gene Romo
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Dear Mr. Romo:

At the request of BEATRIZ RIVERA, a single woman, we establish our IRREVOCABLE LETTER OF CREDIT in your favor for the account of BEATRIZ RIVERA, to the extent of and not exceeding TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FOUR AND NO/100 DOLLARS ($245,734.00).

This Letter of Credit has been established to insure the completion of land improvements of Lots 12-21, Block 11, Tract A, Unit B, North Albuquerque Acres, as provided by the Agreement between BEATRIZ RIVERA, and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 392A, *at pages* 905 *to* 927, *of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A draft or drafts for any amount up to but not in excess of, TWO HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FOUR AND NO/100 DOLLARS ($245,734.00) is/are available at sight at FIRST NATIONAL BANK IN ALBUQUERQUE, Albuquerque, New Mexico, between January 5, 1987 and March 5, 1987.*

When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

> *The City's notarized certification stating that BEATRIZ RIVERA has failed to comply with the terms of the Agreement, and also certifying that "the undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement," and also certifying that the amount of the Draft does not exceed 125% of the cost of completing the improvements specified in the Agreement.*

We hereby agree with the drawer of Draft(s) drawn and under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee if negotiated between January 5, 1987 and March 5, 1987.

Post Office Box 1305 / Albuquerque, New Mexico 87103 / Telephone (505) 765-4000

New Mexico's [illegible]st Home-Owned Independent Bank Member FDIC
Serving New M[illegible] More than 50 Years Convenient Locations Citywide

25×10

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 11057 of FIRST NATIONAL BANK IN ALBUQUERQUE, dated SEPTEMBER 5, 1986"; the amount of such Draft(s) must be endorsed on the reserse side thereof, and this Letter of Credit must be attached to that Draft which exhausts this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

This credit terminates at 3:00 o'clock p.m., New Mexico time, March 5, 1987.

FIRST NATIONAL BANK IN ALBUQUERQUE

Noel D. Behne
Executive Vice President and Cashier

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Assistant City Attorney

City Attorney

25×10

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

RECEIVED
SEP 15 1986
HYDROLOGY SECTION

September 11, 1986

Mr. Joe Rochelle
Rodey, Dickason, Sloan, Akin & Robb, P.A.
20 First Plaza, Suite 700
P. O. Box 1888
Albuquerque, NM 87103

RE: American Toyota

Dear Mr. Rochelle:

Enclosed is a copy of subject Subdivision Improvements Agreement and Letter of Credit for subject project as filed with the City Clerk's Office.

Please call me if I may be of further assistance.

Sincerely,

Della Gallegos

Della Gallegos
Administrative Assistant

Enclosures

cc: Fred Aguirre, Hydrology Division, PWD
Project File

2582E

25×10

0000 0000 1037

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

RECEIVED
SEP 15 1986
HYDROLOGY SECTION

September 11, 1986

Ms. Betty Rivera
American Toyota
725 Wyoming NE
Albuquerque, NM 87123

RE: American Toyota

Dear Ms. Rivera:

Enclosed is a copy of subject Subdivision Improvements Agreement and Letter of Credit for subject project as filed with the City Clerk's Office.

Please call me if I may be of further assistance.

Sincerely,

Della Gallegos
Administrative Assistant

Enclosures

cc: Fred Aguirre, Hydrology Division, PWD
Project File

2582E

25 x 10

0000 0000 1038

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

0

January 8, 1986

Frank Lovelady
Lovelady & Associates, Inc.
7408 Morrow Road, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR AMERICAN TOYOTA @ SAN MATEO
RECEIVED DECEMBER 27, 1985 (F-17/D55)

Dear Mr. Lovelady:

The referenced plan dated December 21, 1985, is approved for Building Permit.

If you have any questions regarding this project, call me at 766-7644.

Cordially,

Carlos A. Montoya

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

BJM:CAM/bsj

25×10

0000 0000 1039

DRAINAGE INFORMATION SHEET

PROJECT TITLE: AMERICAN TOYOTA @ SAN MATEO, N.E. ZONE ATLAS/DRNG. FILE #: F-17/D55

LEGAL DESCRIPTION: TRACT "D-2", GAGE SUBD.

CITY ADDRESS: ?

ENGINEERING FIRM: LOVELADY & ASSOC. CONTACT: FRANK LOVELADY

ADDRESS: 7408 MARROW RD. N.E. PHONE: 883-7973

OWNER: AMERICAN TOYOTA CONTACT: PETTY RIVERA

ADDRESS: 725 [redacted] WYOMING N.E. PHONE: 265-6445

ARCHITECT: PAT McCLERNON CONTACT: SAME

ADDRESS: 1401 5TH ST. N.W. PHONE: 242-5219

SURVEYOR: ROCKY MTN. SURVEYORS CONTACT: C/O GEO. RODRIGUEZ

ADDRESS: C/O 12800 SAN JUAN N.E. PHONE: 296-5978

CONTRACTOR: ? CONTACT: ?

ADDRESS: PHONE:

PRE-DESIGN MEETING:

✓ YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED DEC 27 1985 HYDROLOGY SECTION

DRB NO. 84-651 9/25/84

EPC NO. Z-80-118 9/19/80

PROJ. NO. _____

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

✓ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

___ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

✓ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

✓ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: 12-27-85

BY: George L. Rodriguez

25 × 10

0000 0000 1040

86 60022

F17/D55

8434

DRAINAGE COVENANT

CC 484

THIS COVENANT made this 25 day of July, 1981, by and between the City of Albuquerque, a municipal corporation, (City) and Sheilah P. Garcia (Owner, which term includes successors and assigns.)

RECITAL

The Owner is owner of certain real property located at 8800 Lomas N.E. in Albuquerque, New Mexico, (the Property) and more particularly described as follows:

RECEIVED AUG 27 1986 HYDROLOGY SECTION

Portion of Tract 4, Los Altos Golf Course

Pursuant to City ordinances, regulations, and other applicable laws, the Owner is required to install and/or maintain certain drainage facilities on the Property, and the parties wish to provide for an agreement as to the obligations and responsibilities for same.

DESCRIPTION OF FACILITIES

The following facilities are to be constructed and/or maintained by the owner: Storm Drain Line

CONSTRUCTION OF DRAINAGE FACILITIES

The Owner shall construct the drainage facilities in accordance with standards, plans, and specifications prescribed and approved by the City.

MAINTENANCE OF FACILITIES

The Owner shall, at his cost in accordance with the standards, plans, and specifications prescribed by the City, maintain said drainage facility. The City shall have the right to enter periodically upon the Property to insepct the drainage facility.

FAILURE TO COMPLY AND LIEN

In the event that the Owner shall fail to construct the drainage facility in accordance with standards, plans, and specifications prescribed and approved by the City or fail to adequately maintain said facilities, the City shall give the Owner notice in writing to construct, correct, or maintain said facilities, and if the Owner fails to comply therewith within 30 days, the City may enter upon said property to perform the necessary construction or maintenance. The cost of the City's performing such construction or maintenance shall be paid by the Owner. In the event the Owner fails to pay said cost within thirty (30) days after being billed for same, the City may file a lien against the Property.

LIABILITY

The City shall not be liable for any damages to the Owner resulting from its construction, modification, or maintenance of said facilities.

NOTICE

The written notice provided for herein shall be accomplished by mailing said to: Sheilah P. Garcia
P.O. Box 6609
Albuquerque, New Mexico 87197

The Owner may change said address by giving written notice, certified mail, return receipt requested, to the City Engineer, City/County Building One Civic Plaza, Albuquerque, New Mexico 87103.

25 × 10

0000 0000 1041

INDEMNIFICATION AND HOLD HARMLESS

The Owner agrees to defend, indemnify, and hold harmless, the City, its officials, agents and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the drainage facility provided for herein or the Owner's failure to construct, maintain, or modify the drainage facility under this Covenant.

COVENANT RUNNING WITH THE PROPERTY

The obligation of the Owner set forth herein shall be binding upon the Owner, his heirs, and assigns, and the property of the Owner as described herein and will run with said property until released by the City.

OWNER

CITY OF ALBUQUERQUE, NEW MEXICO

City Engineer CAM

ATTEST:

N/A
City Clerk

N/A
Chief Administrative Officer

REVIEWED BY:

N/A
Assistant City Attorney

N/A
City Attorney

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 24 day of July, 19 86, by Sheila P. Gurrie of Wolfman

Notary Public

My Commission Expires:
5/19/90

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____, Chief Administrative Officer of the City of Albuquerque.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 AUG 25 PM 1:35

Rec 38 Mis 484-485

DOLORES C. WALLER
CLERK & RECORDER

DEPUTY

Drainage Covenant Page 2 of 2
Rev. 10/85
ID2532D

25X

0000 0000 1042

PLANS/PLATS ON FILE

FILE DESC: F17/D55

PLANS/PLATS 1

25×10

25×10