ACTION SHEET
CITY COUNCIL MEETING OF 09/14/11
ITEM FROM FINANCE COMMITTEE MEETING OF 09/06/11

ISSUE:

6. BID OPENINGS:

   B. BID NO. 12/02/B – ON CALL SERVICES FOR ROADWAY &TRAILS CONSTRUCTION SERVICES AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; H.O. CONSTRUCTION, INC. AND TLC PLUMBING & UTILITY (LEANN VALDEZ)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of Bid No. 12/02/B for On Call Services for Roadway & Trails Construction Services and agreement between owner and contractor with H.O. Construction, Inc. and TLC Plumbing & Utility in the amount not to exceed $2,000,000 exclusive of gross receipts tax. Budget is available in project fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR WURZBURGER	excused		
COUNCILOR ROMERO	absent		
COUNCILOR BUSHEE	X		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ	X		

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: August 30, 2011

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Office

VIA: Kathryn L. Raveling
Finance Director

ISSUE: Award of Bid # '12/02/B
On Call Roadway & Trails Construction Services

SUMMARY:
On August 17, 2011, four bids were received for the procurement of the above referenced service as follows:

	Bid Amount
H.O. Construction, Albuquerque	
Total Bid Amount	$2,362,060.00
NMGRT	$ 193,393.67
Total Bid Amount	$2,555,453.67
TLC Plumbing & Utility, Albuquerque	
Total Bid Amount	$2,545,581.00
NMGRT	$ 208,419.45
Total Amount Including NMGRT	$2,754,000.45
A.S. Horner, Albuquerque	
Total Bid Amount	$3,121,300.00
NMGRT	$ 255,556.44
Total Amount Including NMGRT	$3,376,856.44
Amour Pavement, Albuquerque	
Total Bid Amount	$4,039,809.61
NMGRT	$ 330,759.42
Total Amount Including NMGRT	$4,370,569.03

The using department has reviewed the bid and recommends the award to H.O. Construction, Inc., Albuquerque and TLC Plumbing & Utility, Albuquerque in the amount of $2,000,000.00 excluding NMGRT. Local preference was included in the bid process although bidders did not qualify.

SS001.PM5 - 7/95

The funding for these services will be budgeted as needed for each individual Capital Improvement Project.

ACTION:
It is requested that this recommendation of award to H.O. Construction, Inc., Albuquerque and TLC Plumbing & Utility, Albuquerque in the total amount of $2,000,000.00 excluding NMGRT be reviewed, approved and submitted to the City Council for its consideration.

Attachments:
1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

CITY OF SANTA FE

PURCHASING OFFICE

BID TABULATION SHEET

On Call Roadway & Trails Construction Services

DATE: 08/17/11 BID: #11/02/B PREPARED BY: SHIRLEY R.	H.O. Construction, Albuquerque	TLC Plumbing & Utility, Albuquerque	A.S. Horner, Inc. Albuquerque	Armour Pavement, Inc Albuquerque
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Total Bid Amount	$2,362,060.00	$2,545,581.00	$3,121,300.00	$4,039,809.61
NMGRT	$193,393.67	$208,419.45	$255,556.44	$330,759.42
Total Bid Amount Including NMGRT	$2,555,453.67	$2,754,000.45	$3,376,856.44	$4,370,569.03
Local Preference				
SUBMITTAL REQUIREMENTS				
BID BOND	x	x	x	x
EQUAL EMPLOYMENT	x	x	x	x
NON-SEGREGATED FACILITIES	x	x	x	x
NON-COLLUSION AFFIDAVIT	x	x	x	x
SUBCONTRACTORS LISTING	x	x	x	x
NM RESIDENT PREFERENCE NUMBER	x	x	x	x
RECEIPT ADDENDUM #1	x	x	x	x
RECEIPT ADDENDUM #2				
RECEIPT ADDENDUM #3				

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, AUGUST 29, 2011

ITEM 10

ON CALL SERVICES FOR ROADWAY & TRAILS CONSTRUCTION SERVICES

- REQUEST FOR APPROVAL OF BID NO. 12/02/B AND CONSTRUCTION AGREEMENT FOR ON CALL CONSTRUCTION SERVICES WITH H.O. CONSTRUCTION INC. AND TLC PLUMBING & UTILITY, IN AN AMOUNT NOT TO EXCEED $2,000,000 EXCLUSIVE OF NMGRT **(LEANN VALDEZ)**

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON DOMINGUEZ			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	Excused		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: August 22, 2011

TO: Public Works Committee

VIA: Isaac J. Pino, P.E. – Public Works Department Director
Eric Martinez, P.E. – Roadway & Trails Engineering Division Director

FROM: LeAnn Valdez, Engineer Assistant

ITEM & ISSUE:
BID NUMBER '12/02/B – RECOMMENDATION OF AWARD AND APPROVAL OF A CONSTRUCTION AGREEMENT FOR ON CALL ROADWAY & TRAILS CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED $2,000,000.00 EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX WITH:

- **H.O. CONSTRUCTION, INC. AND**
- **TLC PLUMBING & UTILITY**

BACKGROUND & SUMMARY:
A request for bids was advertised on August 3, 2011 for On Call Roadway and Trails Construction Services. Four bids were received on August 18, 2011 with no bidders qualifying for local preference. The bids were reviewed for completeness and accuracy, and upon review, are reasonable. The lowest qualified bidder is H.O. Construction, Inc. of Albuquerque with a base bid amount of $2,362,060.00, exclusive of New Mexico Gross Receipts Tax. The next lowest qualified bidder is TLC Plumbing & Utility of Albuquerque with a base bid amount of $2,545,581.00, exclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

These construction services contracts would be utilized for various public works projects that may involve roadway improvements including sidewalk, curb, gutter and ADA curb ramp installation; drainage system improvements; and trail construction. These contracts would be utilized as needed, over a two year period, with an option to renew for two additional years. These agreements are not to exceed four years.

Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvement Project. Execution of these Construction Agreements does not constitute a promise to purchase any amount of said work.

RECOMMENDED ACTION:
The Public Works Department recommends the following:

- Approval of the Construction Agreements to provide On Call Roadway and Trails Construction Services in an amount not to exceed $2,000,000 per contract, excluding NMGRT with:
  - H.O. Construction, Inc.
  - TLC Plumbing & Utility

Attachments: Construction Agreement
Bid Tabulation Sheets

B.1. Construction Agreement

REQUEST FOR BID FORM

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

On Call Roadway & Trails Construction Services

This Agreement is entered into this _____ day of _____, 2011, by and between the CITY OF SANTA FE, herein known as the Owner, and H.O. Construction, Inc., herein known as the Contractor.

For the following:

PROJECT: On Call Roadway & Trails Construction Services

PROJECT NO.: C.I.P. Project # Varies

ENGINEER OF RECORD: City of Santa Fe Roadway & Trails Engineering Division
(OR ARCHITECT) PO Box 909, Santa Fe, NM 87504-0909
(OR AS APPLICABLE TO THE TASK ASSIGNMENT)

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ENGINEER (OR ARCHITECT) _____
USER DIVISION _____
OTHER _____

Revised March 2011

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for on call construction services; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, this Contract was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2011.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for on call construction services. (Bid Number '12/02/B).

The work designated as on call construction services, consists of, but is not limited to: roadway and trail construction tasks or work orders, as described in the Contract Documents, and alternates as accepted by the Owner.

Contractor shall be responsible for verifications of all conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all soils testing and any other testing required for the project.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be assigned by the City on a task by task basis. Task commencement shall be as specified in the written Notice to Proceed. Task completion, whether Substantial and/or Physical completion as set forth in each written Notice to Proceed, shall be achieved no later than the date specified in the written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to assigned tasks or work orders, and additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum not to exceed Two Million Dollars ($2,000,000), excluding New Mexico Gross Receipt Taxes.

The Base Bid is summarized as follows:

Base Bid	$ 2,362,060.00
Gross Receipts Tax (8.1875%)	$ 193,393.66
TOTAL BASE BID AMOUNT (tax included)	$ 2,555,453.66

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon physical completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial and/or Physical Completion by the contract date set forth in each written Notice to Proceed pursuant Article 3 herein or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amounts pursuant Section 108.8 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (2007 Edition), not as a penalty, but as liquidated damages for breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit two (2) copies of a progress schedule covering project operations for the task period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and made part of the Contract.

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1through 57-28-11 NMSA 1978.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER City of Santa Fe, Public Works Department
Roadway & Trails Engineering Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR H.O Construction, Inc.
4132 Sheldon Street SE, Albuquerque, NM 87105

New Mexico License # 85027

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

9.17 This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

OWNER:
CITY OF SANTA FE

_____
DAVID COSS, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amer for
_____
GENO ZAMORA, CITY ATTORNEY
8/26/11

APPROVED:

_____
KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item _____

CONTRACTOR:
H.O. Construction, Inc.

By:_____
Horacio Ortiz, President

Date: 8-29-11

CRS No.02-462973-001
City of SF Business Reg. No.
11-00103375

B.1 Construction Agreement

REQUEST FOR BID FORM

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

On Call Roadway & Trails Construction Services

This Agreement is entered into this _____ day of _____, 2011, by and between the CITY OF SANTA FE, herein known as the Owner, and TLC Plumbing & Utility herein known as the Contractor.

For the following:

PROJECT: On Call Roadway & Trails Construction Services

PROJECT NO.: C.I.P. Project # Varies

ENGINEER OF RECORD: City of Santa Fe Roadway & Trails Engineering Division
(OR ARCHITECT) PO Box 909, Santa Fe, NM 87504-0909
(OR AS APPLICABLE TO THE TASK ASSIGNMENT)

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ENGINEER (OR ARCHITECT) _____
USER DIVISION _____
OTHER _____

Revised March 2011

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for on call construction services; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, this Contract was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2011.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for on call construction services. (Bid Number '12/02/B).

The work designated as on call construction services, consists of, but is not limited to: roadway and trail construction tasks or work orders, as described in the Contract Documents, and alternates as accepted by the Owner.

Contractor shall be responsible for verifications of all conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all soils testing and any other testing required for the project.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be assigned by the City on a task by task basis. Task commencement shall be as specified in the written Notice to Proceed. Task completion, whether Substantial and/or Physical completion as set forth in each written Notice to Proceed, shall be achieved no later than the date specified in the written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to assigned tasks or work orders, and additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum not to exceed Two Million Dollars ($2,000,000), excluding New Mexico Gross Receipt Taxes.

The Base Bid is summarized as follows:

Base Bid	$ 2,545,581.00
Gross Receipts Tax (8.1875%)	$ 208,419.45
TOTAL BASE BID AMOUNT (tax included)	$ 2,754,000.45

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon physical completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial and/or Physical Completion by the contract date set forth in each written Notice to Proceed pursuant Article 3 herein or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amounts pursuant Section 108.8 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (2007 Edition), not as a penalty, but as liquidated damages for breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit two (2) copies of a progress schedule covering project operations for the task period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and made part of the Contract.

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1through 57-28-11 NMSA 1978.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and

after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Public Works Department Roadway & Trails Engineering Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	TLC Plumbing & Utility 5000 Edith Blvd, Albuquerque, NM 87107 New Mexico License # 51429

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.16 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.

9.17 This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

9.19 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

OWNER:
CITY OF SANTA FE

_____
DAVID COSS, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amer for
_____
GENO ZAMORA, CITY ATTORNEY
8/26/11

APPROVED:

_____
KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item _____

CONTRACTOR:
TLC Plumbing & Utility

By:

_____
Dale Armstrong, President

Date: _____

CRS No. 02-226090-000
City of Santa Fe Business Reg. No.
11-00103418

PURCHASING OFFICE

BID TABULATION SHEET

On Call Roadway & Trails Construction Services

DATE: 08/17/11 BID: # 12/02/B PREPARED BY: SHIRLEY R.	H.O. Construction, Albuquerque	TLC Plumbing & Utility, Albuquerque	A.S. Horner, Inc. Albuquerque	Armour Pavement, Inc Albuquerque
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Total Bid Amount	$2,362,060.00	$2,545,581.00	$3,121,300.00	$4,039,809.61
NMGRT	$193,393.67	$208,419.45	$255,556.44	$330,759.42
Total Bid Amount Including NMGRT	$2,555,453.67	$2,754,000.45	$3,376,856.44	$4,370,569.03
Local Preference				
SUBMITTAL REQUIREMENTS				
BID BOND	x	x	x	x
EQUAL EMPLOYMENT	x	x	x	x
NON-SEGREGATED FACILITIES	x	x	x	x
NON-COLLUSION AFFIDAVIT	x	x	x	x
SUBCONTRACTORS LISTING	x	x	x	x
NM RESIDENT PREFERENCE NUMBER	x	x	x	x
RECEIPT ADDENDUM #1	x	x	x	x
RECEIPT ADDENDUM #2				
RECEIPT ADDENDUM #3				

	NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	201000	Clearing & Grubbing	ALLOWANCE	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
2	203000	Unclassified Excavation	CY	500	$ 12.75	$ 6,375.00	$ 20.00	$ 10,000.00	$ 17.00	$ 8,500.00	$ 29.34	$ 14,670.00	$ 15.00	$ 7,500.00
3	203100	Borrow	CY	500	$ 12.55	$ 6,275.00	$ 30.00	$ 15,000.00	$ 17.00	$ 8,500.00	$ 38.82	$ 19,410.00	$ 18.00	$ 9,000.00
4	203200	Subexcavation	CY	500	$ 15.00	$ 7,500.00	$ 25.00	$ 12,500.00	$ 10.00	$ 5,000.00	$ 44.00	$ 22,000.00	$ 4.00	$ 2,000.00
5	207000	Subgrade Preparation (1-250 SY)	SY	500	$ 4.40	$ 2,200.00	$ 7.00	$ 3,500.00	$ 3.50	$ 1,750.00	$ 8.03	$ 4,015.00	$ 12.00	$ 6,000.00
6	207010	Subgrade Preparation (251-500 SY)	SY	1,000	$ 4.00	$ 4,000.00	$ 6.00	$ 6,000.00	$ 3.00	$ 3,000.00	$ 4.01	$ 4,010.00	$ 6.00	$ 6,000.00
7	207020	Subgrade Preparation (501 + SY)	SY	1,500	$ 3.50	$ 5,250.00	$ 5.00	$ 7,500.00	$ 2.50	$ 3,750.00	$ 2.68	$ 4,020.00	$ 3.00	$ 4,500.00
8	208000	Linear Grading	MILE	25	$ 125.00	$ 3,125.00	$ 5,000.00	$ 125,000.00	$ 7,500.00	$ 187,500.00	$ 1,605.30	$ 40,132.50	$ 5,000.00	$ 125,000.00
9	304000	Base Course (1 - 250 SY/IN)	SY/IN	500	$ 2.00	$ 1,000.00	$ 6.00	$ 3,000.00	$ 2.50	$ 1,250.00	$ 1.78	$ 890.00	$ 1.90	$ 950.00
10	304002	Base Course (251 - 500 SY/IN)	SY/IN	1,000	$ 1.75	$ 1,750.00	$ 5.00	$ 5,000.00	$ 1.90	$ 1,900.00	$ 1.76	$ 1,760.00	$ 1.90	$ 1,900.00
11	304004	Base Course (501 + SY/IN)	SY/IN	2,000	$ 1.50	$ 3,000.00	$ 4.00	$ 8,000.00	$ 1.80	$ 3,600.00	$ 1.35	$ 2,700.00	$ 1.90	$ 3,800.00
12	403600	Open Graded Friction Course Complete	SY	2,000	$ 8.00	$ 16,000.00	$ 10.00	$ 20,000.00	$ 7.00	$ 14,000.00	$ 7.44	$ 14,880.00	$ 4.50	$ 9,000.00
13	414000	Cold Milling (Asphalt) (1-10,000SY/IN)	SY/IN	15,000	$ 2.00	$ 30,000.00	$ 4.00	$ 60,000.00	$ 0.87	$ 13,050.00	$ 2.67	$ 40,050.00	$ 1.20	$ 18,000.00
14	414002	Cold Milling (Asphalt) (10,001-50,000 SY/IN)	SY/IN	25,000	$ 1.75	$ 43,750.00	$ 2.00	$ 50,000.00	$ 0.75	$ 18,750.00	$ 2.08	$ 52,000.00	$ 1.00	$ 25,000.00
15	414004	Cold Milling (Asphalt) (50,001+ SY/IN)	SY/IN	75,000	$ 1.50	$ 112,500.00	$ 1.00	$ 75,000.00	$ 0.65	$ 48,750.00	$ 1.78	$ 133,500.00	$ 0.80	$ 60,000.00
16	416000	Minor Paving	SY/IN	2,500	$ 8.50	$ 21,250.00	$ 18.00	$ 45,000.00	$ 8.00	$ 20,000.00	$ 7.79	$ 19,475.00	$ 10.50	$ 26,250.00
17	417000	Miscellaneous Paving	SY/IN	2,500	$ 8.50	$ 21,250.00	$ 14.00	$ 35,000.00	$ 7.00	$ 17,500.00	$ 7.79	$ 19,475.00	$ 18.00	$ 45,000.00
18	423250	HMA- SP-III Complete (1 - 250 SY/IN)	SY/IN	50	$ 25.00	$ 1,250.00	$ 20.00	$ 1,000.00	$ 12.00	$ 600.00	$ 18.49	$ 924.50	$ 18.00	$ 900.00
19	423252	HMA- SP-III Complete (251 - 500 SY/IN)	SY/IN	50	$ 23.00	$ 1,150.00	$ 17.00	$ 850.00	$ 13.00	$ 650.00	$ 11.91	$ 595.50	$ 12.00	$ 600.00
20	423254	HMA- SP-III Complete (501 + SY/IN)	SY/IN	50	$ 21.00	$ 1,050.00	$ 15.00	$ 750.00	$ 14.00	$ 700.00	$ 18.49	$ 924.50	$ 10.50	$ 525.00
21	511000	Structural Concrete, Class A	CY	50	$ 625.00	$ 31,250.00	$ 750.00	$ 37,500.00	$ 480.00	$ 24,000.00	$ 592.97	$ 29,648.50	$ 600.00	$ 30,000.00
22	515000	Reinforced Concrete for Minor Structures	CY	50	$ 800.00	$ 40,000.00	$ 900.00	$ 45,000.00	$ 460.00	$ 23,000.00	$ 592.97	$ 29,648.50	$ 750.00	$ 37,500.00
23	516000	Flowable Fill	CY	50	$ 236.50	$ 11,825.00	$ 200.00	$ 10,000.00	$ 120.00	$ 6,000.00	$ 415.08	$ 20,754.00	$ 85.00	$ 4,250.00
24	540060	Reinforce Bars Grade 60	LB	15,000	$ 1.25	$ 18,750.00	$ 1.50	$ 22,500.00	$ 0.87	$ 13,050.00	$ 1.19	$ 17,850.00	$ 1.50	$ 22,500.00
25	543100	Metal Railing, Pedestrian	LF	500	$ 60.00	$ 30,000.00	$ 100.00	$ 50,000.00	$ 65.00	$ 32,500.00	$ 74.99	$ 37,495.00	$ 67.00	$ 33,500.00
26	570012	12" Culvert Pipe	LF	100	$ 35.00	$ 3,500.00	$ 80.00	$ 8,000.00	$ 30.00	$ 3,000.00	$ 71.16	$ 7,116.00	$ 25.00	$ 2,500.00
27	570018	18" Culvert Pipe	LF	100	$ 42.00	$ 4,200.00	$ 100.00	$ 10,000.00	$ 35.00	$ 3,500.00	$ 71.16	$ 7,116.00	$ 35.00	$ 3,500.00
28	570024	24" Culvert Pipe	LF	100	$ 48.00	$ 4,800.00	$ 120.00	$ 12,000.00	$ 45.00	$ 4,500.00	$ 75.90	$ 7,590.00	$ 40.00	$ 4,000.00
29	570025	24" Culvert Pipe End Section	EACH	2	$ 430.00	$ 860.00	$ 600.00	$ 1,200.00	$ 500.00	$ 1,000.00	$ 409.15	$ 818.30	$ 300.00	$ 600.00
30	570030	30" Culvert Pipe	LF	100	$ 50.00	$ 5,000.00	$ 140.00	$ 14,000.00	$ 55.00	$ 5,500.00	$ 94.88	$ 9,488.00	$ 60.00	$ 6,000.00
31	570031	30" Culvert Pipe End Section	EACH	2	$ 520.00	$ 1,040.00	$ 700.00	$ 1,400.00	$ 550.00	$ 1,100.00	$ 676.00	$ 1,352.00	$ 500.00	$ 1,000.00
32	570036	36" Culvert Pipe	LF	50	$ 54.50	$ 2,725.00	$ 160.00	$ 8,000.00	$ 60.00	$ 3,000.00	$ 126.89	$ 6,344.50	$ 66.00	$ 3,300.00
33	570037	36" Culvert Pipe End Section	EACH	1	$ 675.00	$ 675.00	$ 1,000.00	$ 1,000.00	$ 800.00	$ 800.00	$ 780.34	$ 780.34	$ 640.00	$ 640.00
34	570048	48" Culvert Pipe	LF	50	$ 8.50	$ 425.00	$ 175.00	$ 8,750.00	$ 80.00	$ 4,000.00	$ 185.00	$ 9,250.00	$ 80.00	$ 4,000.00
35	570049	48" Culvert Pipe End Section	EACH	1	$ 1,050.00	$ 1,050.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,506.15	$ 1,506.15	$ 1,500.00	$ 1,500.00
36	571000	1/4" Diamond Plate	SF	50	$ 32.50	$ 1,625.00	$ 35.00	$ 1,750.00	$ 50.00	$ 2,500.00	$ 35.58	$ 1,779.00	$ 50.00	$ 2,500.00
37	601000	Removal of Structures And Obstructions	ALLOWANCE	1	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
38	601110	Removal of Surfacing	SY/IN	5,000	$ 1.25	$ 6,250.00	$ 2.00	$ 10,000.00	$ 1.50	$ 7,500.00	$ 2.67	$ 13,350.00	$ 2.00	$ 10,000.00
39	601120	Removal of Curb & Gutter (1 - 450 LF)	LF	1,000	$ 8.25	$ 8,250.00	$ 7.00	$ 7,000.00	$ 9.00	$ 9,000.00	$ 6.67	$ 6,670.00	$ 12.00	$ 12,000.00
40	601122	Removal of Curb & Gutter (451 - 900 LF)	LF	2,000	$ 6.90	$ 13,800.00	$ 6.00	$ 12,000.00	$ 6.00	$ 12,000.00	$ 5.84	$ 11,680.00	$ 6.00	$ 12,000.00
41	601124	Removal of Curb & Gutter (901 + LF)	LF	3,000	$ 5.35	$ 16,050.00	$ 5.00	$ 15,000.00	$ 4.50	$ 13,500.00	$ 6.67	$ 20,010.00	$ 5.00	$ 15,000.00
42	601130	Removal of Sidewalk (1 - 250 SY)	SY	500	$ 8.00	$ 4,000.00	$ 7.00	$ 3,500.00	$ 9.00	$ 4,500.00	$ 13.34	$ 6,670.00	$ 11.00	$ 5,500.00
43	601132	Removal of Sidewalk (251 - 500 SY)	SY	1,500	$ 6.75	$ 10,125.00	$ 6.00	$ 9,000.00	$ 8.00	$ 12,000.00	$ 8.89	$ 13,335.00	$ 7.00	$ 10,500.00
44	601134	Removal of Sidewalk (501 + SY)	SY	2,000	$ 6.00	$ 12,000.00	$ 5.00	$ 10,000.00	$ 5.00	$ 10,000.00	$ 6.67	$ 13,340.00	$ 6.00	$ 12,000.00
45	602000	Riprap Class A	CY	50	$ 300.00	$ 15,000.00	$ 300.00	$ 15,000.00	$ 190.00	$ 9,500.00	$ 130.45	$ 6,522.50	$ 200.00	$ 10,000.00
46	602010	Riprap Class B	CY	30	$ 195.00	$ 5,850.00	$ 250.00	$ 7,500.00	$ 170.00	$ 5,100.00	$ 189.74	$ 5,692.20	$ 90.00	$ 2,700.00
47	602200	Gabions	CY	50	$ 335.00	$ 16,750.00	$ 450.00	$ 22,500.00	$ 230.00	$ 11,500.00	$ 296.48	$ 14,824.00	$ 150.00	$ 7,500.00
48	603200	Silt Fence	LF	750	$ 3.60	$ 2,700.00	$ 5.00	$ 3,750.00	$ 3.00	$ 2,250.00	$ 2.28	$ 1,710.00	$ 2.50	$ 1,875.00
49	603261	Mulch Socks	LF	500	$ 7.50	$ 3,750.00	$ 5.00	$ 2,500.00	$ 2.00	$ 1,000.00	$ 2.28	$ 1,140.00	$ 3.00	$ 1,500.00
50	603280	SWPP Management	ALLOWANCE	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
51	606000	Metal Barrier W-Beam	LF	500	$ 40.00	$ 20,000.00	$ 40.00	$ 20,000.00	$ 18.00	$ 9,000.00	$ 28.16	$ 14,080.00	$ 17.80	$ 8,900.00
52	606010	Metal Barrier Thrie Beam	LF	500	$ 65.00	$ 32,500.00	$ 65.00	$ 32,500.00	$ 34.00	$ 17,000.00	$ 30.45	$ 15,225.00	$ 32.90	$ 16,450.00
53	606050	Metal Barrier End Treatment (Anchorage)	EACH	2	$ 2,200.00	$ 4,400.00	$ 2,800.00	$ 5,600.00	$ 2,300.00	$ 4,600.00	$ 1,748.09	$ 3,496.18	$ 2,100.00	$ 4,200.00
54	606100	Metal Barrier End Treatment (Anchorage) Type A	EACH	2	$ 1,100.00	$ 2,200.00	$ 850.00	$ 1,700.00	$ 1,000.00	$ 2,000.00	$ 2,756.16	$ 5,512.32	$ 1,030.00	$ 2,060.00
55	606110	Metal Barrier End Treatment (Anchorage) Type B	EACH	2	$ 1,500.00	$ 3,000.00	$ 1,650.00	$ 3,300.00	$ 1,300.00	$ 2,600.00	$ 2,185.71	$ 4,371.42	$ 1,275.00	$ 2,550.00
56	606130	Metal Barrier End Treatment (Anchorage) Type D	EACH	2	$ 750.00	$ 1,500.00	$ 1,000.00	$ 2,000.00	$ 800.00	$ 1,600.00	$ 11,699.45	$ 23,398.90	$ 670.00	$ 1,340.00
57	607004	Barbed Wire Fence 4'	LF	500	$ 20.00	$ 10,000.00	$ 6.00	$ 3,000.00	$ 5.00	$ 2,500.00	$ 3.83	$ 1,915.00	$ 3.45	$ 1,725.00
58	607026	Chain Link Fence 6'	LF	200	$ 25.00	$ 5,000.00	$ 40.00	$ 8,000.00	$ 28.00	$ 5,600.00	$ 19.99	$ 3,998.00	$ 18.00	$ 3,600.00
59	607079	Pedestrian/Bicycle Railing	LF	500	$ 60.00	$ 30,000.00	$ 100.00	$ 50,000.00	$ 78.00	$ 39,000.00	$ 19.26	$ 9,630.00	$ 17.40	$ 8,700.00
60	607455	Chain Link Gate 8'S x 8'R	EACH	1	$ 450.00	$ 450.00	$ 650.00	$ 650.00	$ 1,800.00	$ 1,800.00	$ 557.38	$ 557.38	$ 500.00	$ 500.00
61	607600	Water Gap Gate	EACH	1	$ 400.00	$ 400.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 2,964.89	$ 2,964.89	$ 1,220.00	$ 1,220.00
62	608004	Concrete Sidewalk 4" (1 - 250 SY)	SY	1,250	$ 40.00	$ 50,000.00	$ 55.00	$ 68,750.00	$ 38.00	$ 47,500.00	$ 101.40	$ 126,750.00	$ 45.00	$ 56,250.00
63	608005	Colored Concrete Sidewalk 4" (1 - 250 SY)	SY	500	$ 55.00	$ 27,500.00	$ 60.00	$ 30,000.00	$ 47.00	$ 23,500.00	$ 112.92	$ 56,460.00	$ 55.00	$ 27,500.00
64	608006	Concrete Sidewalk 4" (251 - 500SY)	SY	2,500	$ 35.00	$ 87,500.00	$ 50.00	$ 125,000.00	$ 35.00	$ 87,500.00	$ 69.38	$ 173,450.00	$ 33.00	$ 82,500.00
65	608007	Colored Concrete Sidewalk 4" (251 - 500SY)	SY	1,000	$ 50.00	$ 50,000.00	$ 55.00	$ 55,000.00	$ 46.00	$ 46,000.00	$ 67.17	$ 67,170.00	$ 45.00	$ 45,000.00

68	608106	Drive Pad 6"	SY	2,000	$ 65.00	$ 130,000.00	$ 60.00	$ 120,000.00	$ 38.00	$ 76,000.00	$ 118.00	$ 236,000.00	$ 45.00	$ 90,000.00
69	608204	Concrete Median Pavement 4"	SY	2,500	$ 43.50	$ 108,750.00	$ 45.00	$ 112,500.00	$ 32.00	$ 80,000.00	$ 69.38	$ 173,450.00	$ 25.00	$ 62,500.00
70	608404	Concrete Med Pvmt 4" (Colored & Patterned)	SY	1,000	$ 54.00	$ 54,000.00	$ 55.00	$ 55,000.00	$ 45.00	$ 45,000.00	$ 87.17	$ 87,170.00	$ 50.00	$ 50,000.00
71	609200	Header Curb	LF	2,000	$ 15.00	$ 30,000.00	$ 16.00	$ 32,000.00	$ 12.00	$ 24,000.00	$ 29.65	$ 59,300.00	$ 18.00	$ 36,000.00
72	609201	Header Curb (Colored)	LF	2,000	$ 21.00	$ 42,000.00	$ 17.00	$ 34,000.00	$ 13.00	$ 26,000.00	$ 41.51	$ 83,020.00	$ 18.00	$ 36,000.00
73	609318	Concrete Mountable Curb & Gutter 6" x 18" (1 - 450 LF)	LF	900	$ 22.00	$ 19,800.00	$ 25.00	$ 22,500.00	$ 16.00	$ 14,400.00	$ 35.58	$ 32,022.00	$ 40.00	$ 36,000.00
74	609320	Concrete Mountable Curb & Gutter 6" x 18" (451 - 900 LF)	LF	1,000	$ 19.00	$ 19,000.00	$ 20.00	$ 20,000.00	$ 15.50	$ 15,500.00	$ 29.65	$ 29,650.00	$ 17.00	$ 17,000.00
75	609322	Concrete Mountable Curb & Gutter 6" x 18" (901+ LF)	LF	1,200	$ 16.75	$ 20,100.00	$ 18.00	$ 21,600.00	$ 15.00	$ 18,000.00	$ 47.44	$ 56,928.00	$ 14.00	$ 16,800.00
76	609324	Concrete Mountable Curb & Gutter 6" x 24" (1-450 LF)	LF	900	$ 24.25	$ 21,825.00	$ 25.00	$ 22,500.00	$ 20.00	$ 18,000.00	$ 41.51	$ 37,359.00	$ 40.00	$ 36,000.00
77	609326	Concrete Mountable Curb & Gutter 6" x 24" (451 - 900 LF)	LF	1,000	$ 21.25	$ 21,250.00	$ 20.00	$ 20,000.00	$ 18.00	$ 18,000.00	$ 35.58	$ 35,580.00	$ 18.00	$ 18,000.00
78	609328	Concrete Mountable Curb & Gutter 6" x 24" (901+ LF)	LF	1,200	$ 19.50	$ 23,400.00	$ 18.00	$ 21,600.00	$ 17.00	$ 20,400.00	$ 35.58	$ 42,696.00	$ 16.00	$ 19,200.00
79	609418	Concrete Barrier Curb & Gutter 6" x 18" (1-450 LF)	LF	1,000	$ 21.30	$ 21,300.00	$ 25.00	$ 25,000.00	$ 19.00	$ 19,000.00	$ 32.02	$ 32,020.00	$ 30.00	$ 30,000.00
80	609420	Concrete Barrier Curb & Gutter 6" x 18" (451 - 900 LF)	LF	1,500	$ 19.00	$ 28,500.00	$ 20.00	$ 30,000.00	$ 16.00	$ 24,000.00	$ 29.06	$ 43,590.00	$ 17.00	$ 25,500.00
81	609422	Concrete Barrier Curb & Gutter 6" x 18" (901 + LF)	LF	2,000	$ 16.75	$ 33,500.00	$ 18.00	$ 36,000.00	$ 14.00	$ 28,000.00	$ 32.62	$ 65,240.00	$ 14.00	$ 28,000.00
82	609424	Concrete Barrier Curb & Gutter 6" x 24" (1-450 LF)	LF	1,500	$ 25.00	$ 37,500.00	$ 25.00	$ 37,500.00	$ 21.00	$ 31,500.00	$ 37.95	$ 56,925.00	$ 42.00	$ 63,000.00
83	609426	Concrete Barrier Curb & Gutter 6" x 24" (451 - 900 LF)	LF	2,500	$ 22.25	$ 55,625.00	$ 20.00	$ 50,000.00	$ 17.00	$ 42,500.00	$ 35.58	$ 88,950.00	$ 21.00	$ 52,500.00
84	609428	Concrete Barrier Curb & Gutter 6" x 24" (901 + LF)	LF	3,000	$ 19.75	$ 59,250.00	$ 18.00	$ 54,000.00	$ 17.00	$ 51,000.00	$ 69.38	$ 208,140.00	$ 18.00	$ 54,000.00
85	609600	Concrete Valley Gutter (6" x Variable Width)	SY	1,500	$ 60.75	$ 91,125.00	$ 35.00	$ 52,500.00	$ 38.00	$ 57,000.00	$ 35.58	$ 53,370.00	$ 55.00	$ 82,500.00
86	609706	Concrete Laydown Curb & Gutter 6" x 24" (1 - 450 LF)	LF	1,500	$ 22.40	$ 33,600.00	$ 25.00	$ 37,500.00	$ 22.00	$ 33,000.00	$ 41.51	$ 62,265.00	$ 15.00	$ 22,500.00
87	609707	Concrete Laydown Curb (Colored)	LF	2,000	$ 32.50	$ 65,000.00	$ 25.00	$ 50,000.00	$ 23.00	$ 46,000.00	$ 32.02	$ 64,040.00	$ 20.00	$ 40,000.00
88	609708	Concrete Laydown Curb & Gutter 6" x 24" (451 - 900 LF)	LF	1,500	$ 20.00	$ 30,000.00	$ 20.00	$ 30,000.00	$ 16.00	$ 24,000.00	$ 29.65	$ 44,475.00	$ 15.00	$ 22,500.00
89	609710	Concrete Laydown Curb & Gutter 6" x 24" (901 + LF)	LF	2,500	$ 18.25	$ 45,625.00	$ 18.00	$ 45,000.00	$ 15.00	$ 37,500.00	$ 29.65	$ 74,125.00	$ 15.00	$ 37,500.00
90	621000	Mobilization	MILE	350	$ 26.00	$ 9,500.00	$ 35.00	$ 12,250.00	$ 25.00	$ 8,750.00	$ 59.29	$ 20,751.50	$ 5.00	$ 1,750.00
91	623000	MDI Type I (Urban) H=0'0" to 3'0"	EACH	3	$ 2,900.00	$ 8,700.00	$ 5,500.00	$ 16,500.00	$ 2,500.00	$ 7,500.00	$ 4,150.85	$ 12,452.55	$ 3,700.00	$ 11,100.00
92	623044	MOD Med DI TI (Valley/U) H=0'0" to 3'0"	EACH	3	$ 3,100.00	$ 9,300.00	$ 5,500.00	$ 16,500.00	$ 2,700.00	$ 8,100.00	$ 4,150.85	$ 12,452.55	$ 4,300.00	$ 12,900.00
93	623311	CDI Type I-B to 4'	EACH	3	$ 3,000.00	$ 9,000.00	$ 5,500.00	$ 16,500.00	$ 2,700.00	$ 8,100.00	$ 4,150.85	$ 12,452.55	$ 4,350.00	$ 13,050.00
94	632000	Class A Seeding	ACRE	1	$ 950.00	$ 950.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,731.50	$ 1,731.50	$ 2,800.00	$ 2,800.00
95	632001	Reclamation Seeding	ACRE	1	$ 1,000.00	$ 1,000.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,162.24	$ 1,162.24	$ 2,800.00	$ 2,800.00
96	662400	Manhole Adjustments (Frame and Cover To be considered incidental to this pay item)	EACH	8	$ 950.00	$ 7,600.00	$ 750.00	$ 6,000.00	$ 950.00	$ 7,600.00	$ 2,964.67	$ 23,718.96	$ 900.00	$ 7,200.00
97	662500	Manhole Frame And Cover	EACH	8	$ 350.00	$ 2,800.00	$ 400.00	$ 3,200.00	$ 240.00	$ 1,920.00	$ 948.76	$ 7,590.08	$ 230.00	$ 1,840.00
98	663850	Water Valve Adjustment	EACH	5	$ 175.00	$ 875.00	$ 650.00	$ 3,250.00	$ 150.00	$ 750.00	$ 1,778.92	$ 8,894.60	$ 500.00	$ 2,500.00
99	667110	Mail Box Installation-Single	EACH	1	$ 250.00	$ 250.00	$ 450.00	$ 450.00	$ 100.00	$ 100.00	$ 948.76	$ 948.76	$ 250.00	$ 250.00
100	667210	Landscape Gravel (Weed Barrier Fabric is Incidental)	SY	1,500	$ 20.00	$ 30,000.00	$ 25.00	$ 37,500.00	$ 10.00	$ 15,000.00	$ 20.16	$ 30,240.00	$ 4.00	$ 6,000.00
101	667330	Post & Cable Barrier	LF	500	$ 180.00	$ 90,000.00	$ 35.00	$ 17,500.00	$ 12.00	$ 6,000.00	$ 17.48	$ 8,740.00	$ 15.75	$ 7,875.00
102	667500	Bollard	EACH	50	$ 500.00	$ 25,000.00	$ 500.00	$ 25,000.00	$ 350.00	$ 17,500.00	$ 217.02	$ 10,851.00	$ 180.00	$ 9,000.00
103	667505	Brick Sidewalk	SY	500	$ 140.00	$ 70,000.00	$ 75.00	$ 37,500.00	$ 7.00	$ 3,500.00	$ 77.09	$ 38,545.00	$ 200.00	$ 100,000.00
104	667515	Litter Receptacle	EACH	20	$ 950.00	$ 19,000.00	$ 1,800.00	$ 36,000.00	$ 1,500.00	$ 30,000.00	$ 1,778.92	$ 35,578.40	$ 890.00	$ 17,800.00
105	667520a	Park Bench 6'	EACH	20	$ 2,000.00	$ 40,000.00	$ 1,700.00	$ 34,000.00	$ 1,000.00	$ 20,000.00	$ 2,371.90	$ 47,438.00	$ 2,060.00	$ 41,200.00
106	667520b	Park Bench 8'	EACH	20	$ 2,100.00	$ 42,000.00	$ 1,800.00	$ 36,000.00	$ 1,500.00	$ 30,000.00	$ 2,371.90	$ 47,438.00	$ 2,300.00	$ 46,000.00
107	701000	Panel Signs	SF	150	$ 30.00	$ 4,500.00	$ 20.00	$ 3,000.00	$ 23.00	$ 3,450.00	$ 21.43	$ 3,214.50	$ 24.00	$ 3,600.00
108	701030	Remove & Reset Panel Sign	EACH	20	$ 200.00	$ 4,000.00	$ 150.00	$ 3,000.00	$ 150.00	$ 3,000.00	$ 592.97	$ 11,859.40	$ 245.00	$ 4,900.00
109	701100	Steel/Base Post for Aluminum Panel Signs	LF	120	$ 12.50	$ 1,500.00	$ 10.00	$ 1,200.00	$ 14.00	$ 1,680.00	$ 13.00	$ 1,560.00	$ 14.80	$ 1,776.00
110	702000	Construction Signing	SF	500	$ 12.00	$ 6,000.00	$ 20.00	$ 10,000.00	$ 10.00	$ 5,000.00	$ 11.86	$ 5,930.00	$ 20.00	$ 10,000.00
111	702010	Traffic Control Complete	DAY	250	$ 500.00	$ 125,000.00	$ 350.00	$ 87,500.00	$ 400.00	$ 100,000.00	$ 296.48	$ 74,120.00	$ 188.00	$ 47,000.00
112	704204	Retroreflective Plastic Pvmt Stripe 4"	LF	1,000	$ 4.00	$ 4,000.00	$ 3.50	$ 3,500.00	$ 3.50	$ 3,500.00	$ 4.17	$ 4,170.00	$ 6.00	$ 6,000.00
113	704212	Retroreflective Plastic Pvmt Stripe 12"	LF	250	$ 12.00	$ 3,000.00	$ 10.00	$ 2,500.00	$ 12.00	$ 3,000.00	$ 12.65	$ 3,162.50	$ 14.00	$ 3,500.00
114	704300	Retroreflective Plastic Pvmt Stripe - Thru & Right Arrow	EACH	5	$ 575.00	$ 2,875.00	$ 500.00	$ 2,500.00	$ 450.00	$ 2,250.00	$ 501.75	$ 2,508.75	$ 670.00	$ 3,350.00
115	704310	Retroreflective Plastic Comb. - Thru & Lt Arrow	EACH	2	$ 575.00	$ 1,150.00	$ 500.00	$ 1,000.00	$ 450.00	$ 900.00	$ 542.79	$ 1,085.58	$ 670.00	$ 1,340.00
116	704320	Retroreflective Plastic Right Arrow	EACH	5	$ 475.00	$ 2,375.00	$ 300.00	$ 1,500.00	$ 300.00	$ 1,500.00	$ 353.50	$ 1,767.50	$ 400.00	$ 2,000.00
117	704330	Retroreflective Plastic Left Arrow	EACH	5	$ 475.00	$ 2,375.00	$ 300.00	$ 1,500.00	$ 450.00	$ 2,250.00	$ 353.50	$ 1,767.50	$ 400.00	$ 2,000.00
118	704340	Retroreflective Plastic Thru Arrow	EACH	5	$ 475.00	$ 2,375.00	$ 300.00	$ 1,500.00	$ 400.00	$ 2,000.00	$ 323.85	$ 1,619.25	$ 275.00	$ 1,375.00
119	704400	Retroreflective Plastic Word (ONLY)	EACH	1	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 450.00	$ 450.00	$ 551.91	$ 551.91	$ 640.00	$ 640.00
120	704440	Retroreflective Plastic Word (X-ING)	EACH	1	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 460.00	$ 460.00	$ 593.43	$ 593.43	$ 700.00	$ 700.00
121	704600	Retroreflective Plastic Pvmt Marking Word (LANE)	EACH	2	$ 500.00	$ 1,000.00	$ 300.00	$ 600.00	$ 750.00	$ 1,500.00	$ 898.58	$ 1,797.16	$ 700.00	$ 1,400.00
122	704610	Retroreflective Plastic Pvmt Marking Word (BIKE)	EACH	2	$ 500.00	$ 1,000.00	$ 300.00	$ 600.00	$ 500.00	$ 1,000.00	$ 898.58	$ 1,797.16	$ 700.00	$ 1,400.00
123	704900	Detectable Warning (ADA Ramps)	SF	2,000	$ 45.00	$ 90,000.00	$ 35.00	$ 70,000.00	$ 25.00	$ 50,000.00	$ 59.29	$ 118,580.00	$ 23.00	$ 46,000.00
124	720060	Veh. Impact Atten. Unit Work Zones	EACH	10	$ 8,500.00	$ 85,000.00	$ 2,500.00	$ 25,000.00	$ 900.00	$ 9,000.00	$ 8,894.62	$ 88,946.20	$ 2,700.00	$ 27,000.00
125	801000	Construction Staking by Contractor	HOUR	300	$ 190.00	$ 57,000.00	$ 150.00	$ 45,000.00	$ 140.00	$ 42,000.00	$ 148.24	$ 44,472.00	$ 150.00	$ 45,000.00
126	901012	Testing Allowance	ALLOWANCE	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
		TOTAL AMOUNT BID (Excluding NM Gross Receipts Tax)				$ 2,957,200.00		$ 3,121,300.00		$ 2,362,060.00		$ 4,039,609.61		$ 2,545,581.00
		NEW MEXICO GROSS RECEIPTS TAX (6.1875%)				$ 242,120.75		$ 255,558.44		$ 193,393.67		$ 330,759.42		$ 208,419.45
		TOTAL AMOUNT BID (Including NM Gross Receipts Tax)				$ 3,199,320.75		$ 3,376,858.44		$ 2,555,453.67		$ 4,370,569.03		$ 2,754,000.45