ACTION SHEET
CITY COUNCIL MEETING OF 03/09/11
ITEM FROM FINANCE COMMITTEE MEETING OF 02/28/11

ISSUE:

6. BID OPENINGS:

   A. BID NO. 11/02/B – ST. FRANCIS DRIVE/ARROYO DE LOS CHAMISOS MULTI-USE TRAIL AND UNDERPASS AND CONSTRUCTION AGREEMENT; DAVID MONTOYA CONSTRUCTION, INC. (LEROY PACHECO) (Postponed at Finance Committee meeting of February 14, 2011)

      1. REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 – CUSTOM CONCRETE FORM LINERS (ANTI-GRAFFITI ENHANCEMENT); DAVID MONTOYA CONSTRUCTION, INC. (LEROY PACHECO)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 11/02/B for St. Francis Drive/Arroyo De Los Chamisos Multi-use Trail and Underpass and construction agreement with David Montoya Construction, Inc. in the amount of $1,650,000 plus gross receipts tax for a total amount of $1,785,093.75 and change order no. 1 for custom concrete form liners not included in the original bid in the amount of $168,094.80 plus gross receipts tax for a total amount of $181,857.56. Budget is available in project fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR WURZBURGER	not present		
COUNCILOR ROMERO	X		
COUNCILOR BUSHEE	excused		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ	X		

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: February 18, 2011

TO: Finance Committee

VIA: Kathryn Raveling – Finance Department Director

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

FROM: Leroy N. Pacheco, P.E. – River, Watershed & Trails Section Supervisor

ITEM & ISSUE:
CIP #419A&B – ST. FRANCIS DRIVE/ARROYO DE LOS CHAMISOS MULTI-USE TRAIL & UNDERPASS

ITEM A.) BID NUMBER 11/02/B– RECOMMENDATION OF AWARD AND APPROVAL OF THE CONSTRUCTION AGREEMENT WITH DAVID MONTOYA CONSTRUCTION, INC. IN THE AMOUNT OF $1,650,000.00, PLUS $135,093.75 (NMGRT) FOR A TOTAL AMOUNT OF $1,785,093.75.

ITEM B.) REQUEST FOR APPROVAL OF CHANGE ORDER #1 – CUSTOM CONCRETE FORM LINERS NOT INCLUDED IN THE ORIGINAL BID IN THE AMOUNT OF $168,094.80, PLUS $13,762.76 (NMGRT) FOR A TOTAL AMOUNT OF $181,857.56.

BACKGROUND & SUMMARY:
The Public Works Department has completed engineering study, design and right of way acquisition for the referenced project. The project consists of constructing a 10 ft. wide multi-use trail along St. Francis Drive from the St. Francis Drive/Zia Rd. intersection to the St. Michaels Drive/Galisteo St. intersection. The trail alignment, including a spur connection at the Galisteo St. cul-de-sac, is incorporated into the design as recommended by BTAC on September 25, 2008 (see attached BTAC Meeting Minutes). The project also includes construction of an underpass across St. Francis Drive just north of Zia Road that will connect the Arroyo de los Chamisos Trail to an existing segment of the Santa Fe Rail Trail.

As much of the trail and underpass would traverse and be constructed within NMDOT right-of-way, the city was required to sponsor a resolution and enter into a cooperative agreement with NMDOT which was approved by city council on March 8, 2010. Additionally, since the project crosses a national highway system route (US 84-285), the project was required to go through the Federal Highway Administration (FHWA) environmental review process which included a public hearing held on December 4, 2008 at the Genoveva Chavez Community Center. On June 30, 2010, a FONSI (Finding of No Significant Impact) was issued by FHWA allowing the project to progress into the final design and construction phases.

A request for bids containing instructions for local preference was issued on Thursday, July 12, 2010 for construction of the project. Five bids were received on July 22, 2010. All five bidders were from Albuquerque, NM (no Santa Fe construction firms submitted a bid). The bids were reviewed for completeness and accuracy, and upon review, are reasonable. The lowest qualified bidder is David Montoya Construction, Inc. with a base bid amount of $1,650,000.00 exclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

Change Order #1 in the amount of $181,857.56 including NMGRT will provide for custom concrete form liners to be placed as part of the exposed concrete walls in the underpass. Public Works worked with the City of Santa Fe's Arts Commission and local artist Bobbe Besold to develop a custom concrete form-liner to enhance the project with an anti-graffiti measure. The artwork was not complete at the time of bid and will need to be included now as change order. The artwork will cover approximately 37% of the total exposed concrete surface. Standard catalog form liners will be used for the other 63% of the concrete surface and those costs are already included in the base bid. There are no changes in contract time as a result of this additional work which is scheduled for completion 150 calendar days after notice to proceed is issued. All other written provisions in the contract remain unchanged.

Funds for project construction including change order #1 are budgeted and available in Arroyo Chamiso Trail Business Unit 426003.572970 - Parks Bond for Trails; and in Business Unit 32388.572970 Arroyo Chamisos Trail via City/County ¼-% GRT for Open Space and Trails.

The following is a summary of total funds required for construction:

ITEM	AMOUNT
David Montoya Construction, Inc. Base Bid	$ 1,650,000.00
NMGRT 8.1875%	$ 135,093.75
Subtotal	**1,785,093.75**
Change Order #1	$ 168,094.80
NMGRT 8.1875%	$ 13,762.76
Subtotal	**181,857.56**
PROJECT TOTAL	**= $ 1,966,951.31**

On February 7, 2011, the Public Works Committee approved the referenced items and subsequently sent to the Finance Committee for consideration on February 14, 2011 where they were postponed to the next scheduled Finance Committee Meeting on February 28, 2011. Therefore, more project information is contained herein.

RECOMMENDED ACTION:
The Public Works Department recommends the following:

Item A
Award of Bid No. 11/02/B and approval of the Construction Agreement with David Montoya Construction, Inc. of Albuquerque, in the amount of $1,785,093.75, including NMGRT, for the referenced project and expenditure of funds from Arroyo Chamiso Trail Business Unit 426003, Line Item 572970 (WIP Construction).

Item B
Approval of Change Order #1 with David Montoya Construction, Inc. in the amount of $181,857.56 (including NMGRT) for Change Order #1

Attachments:
BTAC Agenda and Minutes, September 25, 2008
Construction Agreement
Tabulation of Bids
Project Change Order #1 & Supporting Information
Project Map & Details
Summary of Contracts Form

City of Santa Fe

Agenda

CITY CLERK'S OFFICE
DATE 9/18/08 TIME 9:00am
SERVED BY
RECEIVED BY

BICYCLE AND TRAIL ADVISORY COMMITTEE FIELD TOUR
Thursday, September 25, 2008 3:00 p.m. – 5:00 p.m.
200 Lincoln Ave., City Hall
BICYCLE AND TRAIL ADVISORY COMMITTEE MEETING
Thursday, September 25, 2008 5:30 p.m. – 7:30 p.m.
City Council Chambers
Ground Floor, City Hall

AGENDA

Trail 7

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES from *August 26, 2008*

E. CITIZEN COMMUNICATIONS FROM THE FLOOR

F. COMMUNICATIONS FROM OTHER AGENCIES
- **a) Review and Approval of the Santa Fe Bike Map (Mark Tibbets, MPO Director) (Postponed August 26, 2008)**

G. Recommendation to City Council on the adoption of the Sustainable Santa Fe Plan (Katherine Mortimer, Planning) (Postponed August 26, 2008)

H. DISCUSSION
- **1) Trail Projects Status Update – (Leroy Pacheco & Bob Siqueiros)**
- **2) Trail Projects and Issues**

a) Discussion and Action regarding the proposed Arroyo Chamiso Trail 7 and 8, St. Francis Drive to St. Michael's Drive (Bob Siqueiros).
- **3) Discussion and Recommendations Regarding Education Outreach Programs – Discussion regarding Survey Questions etc. (BTAC Members & Bob Siqueiros).**

4) On-Street Projects and Issues
None

I. STAFF COMMUNICATIONS
J. COMMITTEE COMMUNICATIONS
K. ADJOURNMENT

alignment. He said the design work was 90% complete and they had an issue with drainage.

Mr. Pacheco reported the Arroyo Chamiso at Rodeo Road alignment was in process and would be bid in November. It included the Corps of Engineers' 401 process. A public meeting recommended the intersection be at grade with night lighting and it would have a pedestrian refuge.

At the St. Francis crossing, they were boring a new tunnel.

Ms. Wellington mentioned that there was a water problem in the dredging process.

Mr. Franklin said they were developing the trail at Siringo back of the bridge trail east with a new piece of trail.

2. Trail Projects and Issues

a. Proposed Arroyo Chamiso Trail 7 & 8, St. Francis to St. Michael's (Bob Siqueiros)

The BTAC members had a map in their packet for the proposed alignment of Arroyo Chamiso Trail. The alignment preferred by BTAC was Alternative 2 (Parker -Brinkerhoff's recommended alignment that was shown in green on the map). They recommended the following modifications:

1) Trail 7 alignment should follow the St. Francis Drive easternmost right-of-way alignment, continue along the eastbound exist ramp onto St. Michael's Drive and terminate at the existing bike lanes/sidewalk at the Galisteo Street signalized intersection on St. Michael's Drive.

2) The segment of trail depicted on the north side of St. Michael's Drive was not recommended as bicyclists and pedestrians would use the existing infrastructure on St. Michael's Drive.

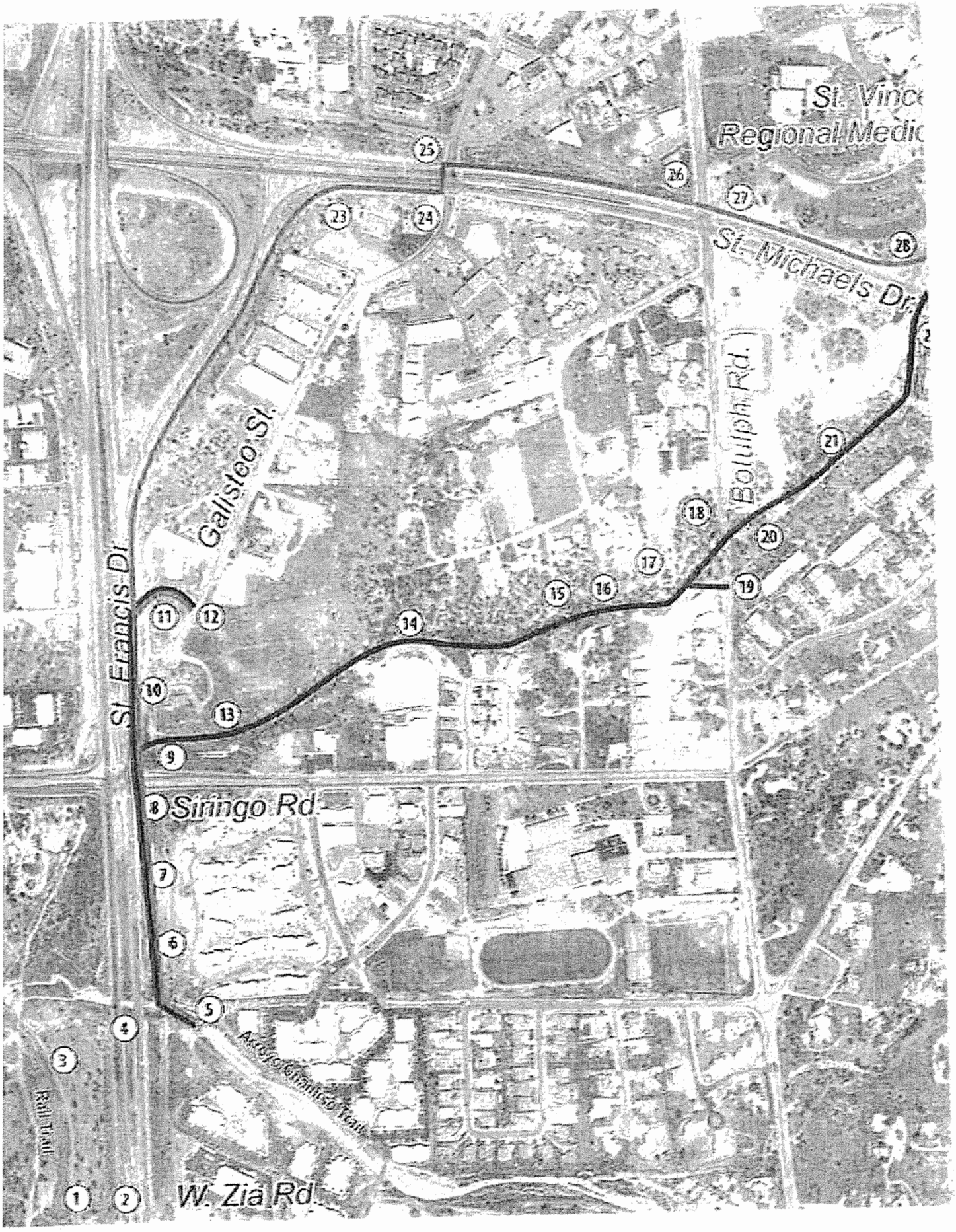
3) The small spur from St. Francis Drive to the cul-de-sac at the southern end of Galisteo Street was recommended.

4) The connection north of St. Michael's Drive from St. Vincent's Hospital north towards Don Gaspar should also be further explored.

It was noted that the preferred alignment for Arroyo Chamiso Trail 8 had been discussed at the previous BTAC meeting in August.

3. Education Outreach Program – Discussion regarding Survey Questions etc. (Bob Siqueiros)

The Committee discussed the need for educational outreach but decided it should be refined. They decided not to do the educational outreach until everyone was in agreement and not to rush into a mail out before.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Regional Medic
St. Michaels Dr.
Bolulph Rd.
Galisteo St.
St. Francis Dr.
Siringo Rd.
W. Zia Rd.
Rail Trail
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City of Santa Fe, New Mexico

memo

DATE: February 8, 2011

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing

VIA: Kathryn Raveling, Finance Director
Finance

ISSUE: Award of Bid # '11/02/B
St. Francis Multi-Use Trail

SUMMARY:
On November 22, 2010, five bids were received for the procurement of the above referenced service as follows:

	Bid Amount
David Montoya Construction, Inc., Alameda	
Total Base Bid Amount	**$1,650,000.00**
NMGRT	**$ 135,093.75**
Total Bid Amount	**$1,785,093.75**
Star Paving, Albuquerque	
Total Base Bid Amount	$1,743,179.12
NMGRT	$ 142,722.79
Total Bid Amount	$1,885,901.91
RMCI, Inc., Albuquerque	
Total Base Bid Amount	$1,795,360.00
NMGRT	$ 146,955.10
Total Bid Amount	$1,942,355.10
A.S. Horner, Albuquerque	
Total Base Bid Amount	$1,871,144.00
NMGRT	$ 153,199.92
Total Bid Amount	$2,024,343.92
Hasse Contracting Co., Inc., Albuquerque	
Total Base Bid Amount	$2,235,217.65
NMGRT	$ 183,008.45
Total Bid Amount	$2,418,226.10

SS001.PM5 - 7/95

The using department has reviewed the bid and recommends the award to David Montoya Construction Inc., Alameda in the amount of $1,650,000.00 plus GRT $135,093.75 for a total amount of $1,785,093.75.

Budget is available as outlined in memo of recommendation from using department.

ACTION:
It is requested that this recommendation of award to David Montoya Construction, Inc., Alameda in the total amount of $1,785,093.75 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

St. Francis Multi-Use Trail

DATE: 11/22/10 BID: #11/02/B PREPARED BY: SHIRLEY R.	David Montoya Construction, Inc. Alameda	Star Paving, Albuquerque	RMCI, Inc., Albuquerque	A.S. Horner, Albuquerque
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Total Base Bid Amount	$1,650,000.00	$1,743,179.12	$ 1,795,360.00	$1,871,144.00
NMGRT	$135,093.75	$142,722.79	$146,995.10	$153,199.92
Total Base Bid Amount	$1,785,093.75	$1,885,901.91	$1,942,355.10	$2,024,343.92
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				

CITY OF SANTA FE

PURCHASING OFFICE

BID TABULATION SHEET

St. Francis Multi-Use Trail

DATE: 11/22/10 BID: #11/02/B PREPARED BY: SHIRLEY R.	Hasse Contracting Co., Inc., Albuquerque			
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Total Base Bid Amount	$2,235,217.65			
NMGRT	$ 183,008.45			
Total Base Bid Amount	$2,418,226.10			
SUBMITTAL REQUIREMENTS				
BID BOND	x			
EQUAL EMPLOYMENT	x			
NON-SEGREGATED FACILITIES	x			
NON-COLLUSION AFFIDAVIT	x			
SUBCONTRACTORS LISTING	x			
NM RESIDENT PREFERENCE NUMBER	x			
RECEIPT ADDENDUM #1	x			
RECEIPT ADDENDUM #2				
RECEIPT ADDENDUM #3				

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 7, 2011

ITEM 9

CIP PROJECT #419 A & B – ST. FRANCIS DRIVE/ARROYO DE LOS CHAMISOS MULTI-USE TRAIL & UNDERPASS

- REQUEST FOR APPROVAL OF AWARD AND CONSTRUCTION AGREEMENT FOR BID NUMBER 11/02/B WITH DAVID MONTOYA CONSTRUCTION, INC. IN THE AMOUNT OF $1,650,000 PLUS $135,093.75 NMGRT FOR A TOTAL AMOUNT OF $1,785,093.75
- REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 FOR CUSTOM CONCRETE FORM LINERS NOT INCLUDED IN THE ORIGINAL BID IN THE AMOUNT OF $168,094.80 PLUS $13,762.76 NMGRT FOR A TOTAL AMOUNT OF $181,857.56 **(LEROY PACHECO)**

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

DATE: January 20, 2011

TO: Public Works Committee

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

FROM: Leroy N. Pacheco, P.E. – River, Watershed & Trails Section Supervisor

ITEM & ISSUE:
CIP #419A&B – ST. FRANCIS DRIVE/ARROYO DE LOS CHAMISOS MULTI-USE TRAIL & UNDERPASS

ITEM A.) BID NUMBER 11/02/B– RECOMMENDATION OF AWARD AND APPROVAL OF THE CONSTRUCTION AGREEMENT WITH DAVID MONTOYA CONSTRUCTION, INC. IN THE AMOUNT OF $1,650,000.00, PLUS $135,093.75 (NMGRT) FOR A TOTAL AMOUNT OF $1,785,093.75.

ITEM B.) REQUEST FOR APPROVAL OF CHANGE ORDER #1 – CUSTOM CONCRETE FORM LINERS NOT INCLUDED IN THE ORIGINAL BID IN THE AMOUNT OF $168,094.80, PLUS $13,762.76 (NMGRT) FOR A TOTAL AMOUNT OF $181,857.56.

BACKGROUND & SUMMARY:
The Public Works Department has completed engineering study, design and right of way acquisition for the project. The project consists of constructing a 10 ft. wide multi-use trail along St. Francis Drive from the St. Francis Drive/Zia Rd. intersection to the St. Michaels Drive/Galisteo St. intersection. The project also includes construction of an underpass across St. Francis Drive just north of Zia Road that will connect the Arroyo de los Chamisos Trail to an existing segment of the Santa Fe Rail Trail.

A request for bids containing instructions for local preference was issued on Thursday, July 12, 2010 for construction of the project. Five bids were received on July 22, 2010. All five bidders were from Albuquerque, NM (no Santa Fe construction firms submitted a bid). The bids were reviewed for completeness and accuracy, and upon review, are reasonable. The lowest qualified bidder is David Montoya Construction, Inc. with a base bid amount of $1,650,000.00 exclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

Change Order #1 in the amount of $181,857.56 including NMGRT will provide for custom concrete form liners to be placed as part of the exposed concrete walls in the underpass. Public Works worked with the City of Santa Fe's Arts Commission and local artist Bobbe Besold to develop a custom concrete form-liner to enhance the project with an anti-graffiti measure. The artwork was not complete at the time of bid and will need to be included now as change order. The artwork will cover approximately 37% of the total exposed concrete

surface. Standard catalog form liners will be used for the other 63% of the concrete surface and those costs are already included in the base bid. There are no changes in contract time as a result of this additional work which is scheduled for completion 150 calendar days after notice to proceed is issued. All other written provisions in the contract remain unchanged.

Funds for project construction including change order #1 are budgeted and available in Arroyo Chamiso Trail Business Unit 426003.572970 - Parks Bond for Trails; and in Business Unit 32388.572970 Arroyo Chamisos Trail via City/County ¼-% GRT for Open Space and Trails.

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David Montoya Construction, Inc. Base Bid	$ 1,650,000.00
NMGRT 8.1875%	$ 135,093.75
Subtotal	1,785,093.75
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NMGRT 8.1875%	$ 13,762.76
Subtotal	181,857.56
PROJECT TOTAL	= $ 1,966,951.31

RECOMMENDED ACTION:
The Public Works Department recommends the following:

Item A
Award of Bid No. 11/02/B and approval of the Construction Agreement with David Montoya Construction, Inc. of Albuquerque, in the amount of $1,785,093.75, including NMGRT, for the referenced project and expenditure of funds from Arroyo Chamiso Trail Business Unit 426003, Line Item 572970 (WIP Construction).

Item B
Approval of Change Order #1 with David Montoya Construction, Inc. in the amount of $181,857.56 (including NMGRT) for Change Order #1

Attachments: Construction Agreement
Tabulation of Bids
Project Change Order #1 & Supporting Information
Project Map & Details
Summary of Contracts Form

cc: File

B.1 Construction Agreement

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 419A & B
St. Francis Drive Multi-Use Trail
and
St. Francis Drive/Arroyo De Los Chamisos Multi-Use Trail Underpass

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

For the following:

PROJECT:	St. Francis Drive Multi-Use Trail St. Francis Drive/Arroyo De Los Chamisos Multi-Use Trail Underpass
PROJECT NO.:	CIP # 419A & B
ENGINEER OF RECORD: (or ARCHITECT OF RECORD)	PB Americas, Inc. 6100 Uptown Boulevard, Suite 700 (505) 881-5357

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER (or ARCHITECT)	_____
PARKS DIVISION	_____
OTHER	_____

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; 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, construction of this Project 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 CIP Project #419A & B – St. Francis Drive Multi Use Trail and St. Francis Drive/Arroyo De Los Chamisos Multi Use Trail Underpass. (Bid Number '10/37/B).

The work designated as St. Francis Drive Multi Use Trail and St. Francis Drive/Arroyo De Los Chamisos Multi Use Trail Underpass, consists of, but is not limited to: construction of a multi use trail along St. Francis Drive from Zia Road to St. Michaels Drive and a crossing under St. Francis Drive north of Zia Road, as described in the Contract Documents.

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

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

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Contract Time, Contract Completion, and Substantial Completion shall be achieved in

accordance with the Notice to Contractors, Page E-3 of the contract book, 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 additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One million seven hundred eighty-five thousand, and ninety-three dollars and seventy-five cents ($1,785,093.75).

The Contract Sum is determined as follows:

Base Bid	$	1,650,000.00
Gross Receipts Tax (8.1875%)	$	135,093.75
Base Bid plus NMGRT	$	1,785,093.75

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 substantial 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 complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount consistent with section 108 of The New Mexico Department of Transportation Standard Specification for Highway and Bridge Construction per

consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such 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 five (5) copies of a progress schedule covering project operations for the (90) day Contract 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 are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions 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.

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 Road & Trails Engineering Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	David Montoya Construction, Inc. PO Box 10254 Albuquerque, NM 87184 New Mexico License # 25410

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 five (5) 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:

FOR
GENO ZAMORA, CITY ATTORNEY

APPROVED:

_____
KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

_____
Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By:_____
Name of Signor, Title

Date:_____

NM Taxation & Revenue CRS No.

_____

City of Santa Fe Business Registration No.

_____

CIP #419A / #419B: ST. FRANCIS MULTI-USE TRAIL				Engineer's Estimate		Engineer's Estimate Per Addendum 7/21		AS Horner Albuquerque, NM		David Montoya Construction Alameda, NM		Hesse Contracting Albuquerque, NM		RMCI Albuquerque, NM		Star Paving Albuquerque, NM	
Base Bid																	
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	$ 48,000.00	$ 48,000.00	$ 42,000.00	$ 42,000.00	$ 16,000.00	$ 16,000.00	$ 12,000.00	$ 12,000.00	$ 40,000.00	$ 40,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
203005	UNCLASSIFIED EXCAVATION	C.Y.	6,650	$ 15.00	$ 99,750.00	$ 15.00	$ 99,750.00	$ 5.00	$ 33,250.00	$ 9.25	$ 61,512.50	$ 13.00	$ 86,450.00	$ 11.50	$ 76,475.00	$ 6.00	$ 39,900.00
203100	BORROW	C.Y.	679	$ 18.00	$ 12,222.00	$ 18.00	$ 12,222.00	$ 15.00	$ 10,185.00	$ 20.50	$ 13,919.50	$ 26.00	$ 17,670.00	$ 17.00	$ 11,543.00	$ 12.00	$ 8,148.00
203200	SUBEXCAVATION	C.Y.	940	$ 14.00	$ 13,160.00	$ 14.00	$ 13,160.00	$ 5.00	$ 4,700.00	$ 9.50	$ 8,930.00	$ 12.50	$ 11,750.00	$ 12.00	$ 11,280.00	$ 15.00	$ 14,100.00
207000	SUBGRADE PREPARATION	S.Y.	11,200	$ 5.00	$ 56,000.00	$ 5.00	$ 56,000.00	$ 1.50	$ 16,800.00	$ 1.50	$ 16,800.00	$ 1.65	$ 18,480.00	$ 1.30	$ 14,560.00	$ 1.20	$ 13,440.00
303100	BASE COURSE	C.Y.	129	$ 25.00	$ 3,225.00	$ 25.00	$ 3,225.00	$ 20.00	$ 2,580.00	$ 32.50	$ 4,192.50	$ 45.00	$ 5,805.00	$ 41.00	$ 5,289.00	$ 30.00	$ 3,870.00
304310	PLACEMENT OF STATE FURNISHED BASE COURSE	C.Y.	1,181	$ 14.00	$ 16,254.00	$ 14.00	$ 16,254.00	$ 20.00	$ 23,620.00	$ 9.75	$ 11,519.75	$ 22.35	$ 26,408.35	$ 22.00	$ 25,842.00	$ 8.00	$ 9,448.00
401100	OPEN GRADED FRICTION COURSE	TON	58	$ 120.00	$ 6,960.00	$ 120.00	$ 6,960.00	$ 175.00	$ 10,150.00	$ 120.00	$ 6,960.00	$ 175.00	$ 10,150.00	$ 200.00	$ 11,600.00	$ 125.00	$ 7,250.00
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	6,380	$ 32.00	$ 203,520.00	$ 32.00	$ 203,520.00	$ 25.00	$ 159,000.00	$ 33.75	$ 214,650.00	$ 28.15	$ 179,044.00	$ 33.00	$ 209,880.00	$ 27.00	$ 171,720.00
407000	BITUMINOUS MATERIAL FOR TACK COAT	TON	1	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 700.00	$ 700.00	$ 1,500.00	$ 1,500.00	$ 700.00	$ 700.00	$ 650.00	$ 650.00
408100	BITUMINOUS MATERIAL FOR PRIME COAT	TON	15	$ 375.00	$ 5,625.00	$ 375.00	$ 5,625.00	$ 400.00	$ 6,000.00	$ 750.00	$ 11,250.00	$ 350.00	$ 5,250.00	$ 350.00	$ 5,250.00	$ 500.00	$ 7,500.00
412282	PMBP SP-III COMPLETE	TON	1,520	$ 70.00	$ 106,400.00	$ 70.00	$ 106,400.00	$ 75.00	$ 114,000.00	$ 83.75	$ 127,300.00	$ 95.00	$ 144,400.00	$ 98.00	$ 148,960.00	$ 81.00	$ 123,120.00
511000	STRUCTURAL CONCRETE, CLA	C.Y.	763	$ 468.00	$ 357,084.00	$ 350.00	$ 267,050.00	$ 375.00	$ 286,125.00	$ 336.00	$ 256,368.00	$ 463.50	$ 353,650.50	$ 290.00	$ 221,270.00	$ 500.00	$ 381,500.00
511005	STRUCTURAL CONCRETE, CLAA	C.Y.	370	$ 600.00	$ 222,000.00	$ 450.00	$ 166,500.00	$ 650.00	$ 240,500.00	$ 384.00	$ 142,080.00	$ 615.75	$ 227,827.50	$ 430.00	$ 159,100.00	$ 500.00	$ 185,000.00
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	160	$ 800.00	$ 128,000.00	$ 678.00	$ 108,000.00	$ 700.00	$ 112,000.00	$ 404.00	$ 64,640.00	$ 948.25	$ 151,240.00	$ 700.00	$ 112,000.00	$ 500.00	$ 80,000.00
532100	PERMANENT ANTI-GRAFFITI PROTECTIVE COAT	S.F.	10,800	$ 7.00	$ 75,600.00	$ 8.00	$ 84,800.00	$ 1.00	$ 10,800.00	$ 0.95	$ 10,260.00	$ 0.75	$ 8,100.00	$ 1.00	$ 10,800.00	$ 1.18	$ 12,744.00
542060	REINFORCING BARS GRADE 60	LB.	236,530	$ 1.30	$ 307,489.00	$ 1.25	$ 295,662.50	$ 0.90	$ 212,877.00	$ 0.75	$ 177,397.50	$ 0.78	$ 184,483.45	$ 0.70	$ 165,571.00	$ 0.70	$ 165,571.00
641200	STRUCTURAL STEE FOR MISCELLANEOUS STRUCTURES	LB.	1,720	$ 4.15	$ 7,138.00	$ 4.00	$ 6,880.00	$ 3.50	$ 6,020.00	$ 3.50	$ 6,020.00	$ 5.00	$ 8,600.00	$ 3.50	$ 6,020.00	$ 1.50	$ 2,580.00
670016	18" CULVERT PIPE	L.F.	250	$ 110.00	$ 27,500.00	$ 110.00	$ 27,500.00	$ 40.00	$ 10,000.00	$ 50.00	$ 12,500.00	$ 42.00	$ 10,500.00	$ 29.00	$ 7,250.00	$ 42.00	$ 10,500.00
670018	18" CULVERT PIPE END SECTION	EACH	18	$ 100.00	$ 1,800.00	$ 100.00	$ 1,800.00	$ 500.00	$ 9,000.00	$ 340.00	$ 6,120.00	$ 525.00	$ 9,450.00	$ 165.00	$ 2,970.00	$ 500.00	$ 9,000.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	$ 40,000.00	$ 40,000.00	$ 40.00	$ 40.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 32,000.00	$ 32,000.00	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00
601115	REMOVAL OF SURFACING	S.Y.	2,400	$ 5.00	$ 12,000.00	$ 5.00	$ 12,000.00	$ 6.00	$ 14,400.00	$ 5.00	$ 12,000.00	$ 6.00	$ 14,400.00	$ 5.00	$ 12,000.00	$ 2.00	$ 4,800.00
603320	CHECK DAM TYPE I	L.F.	670	$ 5.20	$ 3,484.00	$ 5.20	$ 3,484.00	$ 2.00	$ 1,340.00	$ 2.00	$ 1,340.00	$ 2.25	$ 1,507.50	$ 2.00	$ 1,340.00	$ 1.95	$ 1,306.50
603250	DROP INLET PROTECTION TYPE I	EACH	1	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 65.00	$ 65.00	$ 77.00	$ 77.00	$ 100.00	$ 100.00	$ 42.00	$ 42.00	$ 75.97	$ 75.97
603260	CULVERT PROTECTION	S.Y.	50	$ 10.00	$ 500.00	$ 10.00	$ 500.00	$ 5.00	$ 250.00	$ 5.00	$ 250.00	$ 10.00	$ 500.00	$ 11.00	$ 550.00	$ 4.82	$ 241.00
603261	MULCH SOCKS	L.F.	940	$ 3.10	$ 2,914.00	$ 3.10	$ 2,914.00	$ 2.00	$ 1,880.00	$ 2.00	$ 1,880.00	$ 2.50	$ 2,350.00	$ 2.00	$ 1,880.00	$ 1.98	$ 1,842.40
603280	SWPPP MANAGEMENT	L.S.	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 12,500.00	$ 12,500.00	$ 7,500.00	$ 7,500.00	$ 2,258.00	$ 2,258.00
606000	METAL VARRIER W-BEAM	L.F.	1,700	$ 16.00	$ 25,500.00	$ 16.00	$ 25,500.00	$ 16.00	$ 27,200.00	$ 16.00	$ 25,500.00	$ 19.50	$ 33,150.00	$ 16.00	$ 27,200.00	$ 15.00	$ 25,500.00
606010	METAL BARRIER TRIBE BEAM	L.F.	82	$ 40.00	$ 3,280.00	$ 40.00	$ 3,280.00	$ 70.00	$ 5,740.00	$ 60.00	$ 4,920.00	$ 75.00	$ 6,150.00	$ 81.00	$ 6,642.00	$ 60.00	$ 4,920.00
606050	METAL BARRIER END TREATMENT (ANCHORAGE)	EACH	4	$ 2,000.00	$ 8,000.00	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	$ 2,000.00	$ 8,000.00	$ 2,500.00	$ 10,000.00	$ 2,000.00	$ 8,000.00	$ 2,006.25	$ 8,025.00
606610	TEMPORARY GWB RETAINED BY THE CONTRACTOR	L.F.	1,340	$ 40.00	$ 53,600.00	$ 40.00	$ 53,600.00	$ 15.00	$ 20,100.00	$ 31.50	$ 42,210.00	$ 29.65	$ 39,731.00	$ 39.00	$ 52,260.00	$ 36.00	$ 48,900.00
606619	RESETTING OF CONCRETE WALL BARRIER	L.F.	1,270	$ 6.00	$ 7,620.00	$ 6.00	$ 7,620.00	$ 3.00	$ 3,810.00	$ 4.50	$ 5,715.00	$ 6.50	$ 8,255.00	$ 23.00	$ 29,210.00	$ 5.00	$ 6,350.00
607027	CHAIN LINK FENCE 7'	L.F.	580	$ 20.00	$ 11,600.00	$ 20.00	$ 11,600.00	$ 20.00	$ 11,600.00	$ 20.00	$ 11,600.00	$ 22.00	$ 12,760.00	$ 17.00	$ 9,860.00	$ 20.13	$ 11,675.40
607027	REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE	L.F.	80	$ 10.00	$ 800.00	$ 10.00	$ 800.00	$ 6.00	$ 480.00	$ 6.00	$ 480.00	$ 18.00	$ 1,440.00	$ 2.00	$ 160.00	$ 8.88	$ 470.40
607060	HANDRAIL	L.F.	1,240	$ 90.00	$ 111,600.00	$ 90.00	$ 111,600.00	$ 65.00	$ 80,600.00	$ 61.50	$ 76,260.00	$ 75.00	$ 93,000.00	$ 49.00	$ 60,760.00	$ 67.04	$ 76,929.60
608004	CONCRETE SIDEWALK 4"	S.Y.	100	$ 65.00	$ 6,500.00	$ 65.00	$ 6,500.00	$ 50.00	$ 5,000.00	$ 33.50	$ 3,350.00	$ 95.50	$ 9,550.00	$ 67.00	$ 6,700.00	$ 34.00	$ 3,400.00
608813	MODIFIED CONCRETE VALLEY GUTTER 4" X 12"	L.F.	180	$ 20.00	$ 3,600.00	$ 20.00	$ 3,600.00	$ 5.00	$ 900.00	$ 6.50	$ 1,170.00	$ 58.65	$ 10,557.00	$ 21.00	$ 3,780.00	$ 15.00	$ 2,700.00
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	$ 103,400.00	$ 103,400.00	$ 100,000.00	$ 100,000.00	$ 45,000.00	$ 45,000.00	$ 12,000.00	$ 12,000.00	$ 42,000.00	$ 42,000.00	$ 6,400.00	$ 6,400.00	$ 35,000.00	$ 35,000.00
631000	MOBILIZATION	L.S.	1	$ 217,100.00	$ 217,100.00	$ 200,000.00	$ 200,000.00	$ 165,000.00	$ 165,000.00	$ 140,097.25	$ 140,097.25	$ 170,000.00	$ 170,000.00	$ 175,000.00	$ 175,000.00	$ 85,000.00	$ 85,000.00
633100	STEEP SLOPE SEEDING	ACRE	2	$ 3,000.00	$ 6,000.00	$ 3,000.00	$ 6,000.00	$ 11,000.00	$ 22,000.00	$ 5,000.00	$ 10,000.00	$ 29,500.00	$ 59,000.00	$ 13,000.00	$ 26,000.00	$ 3,000.00	$ 6,000.00
667500	BOLLARD	EACH	13	$ 600.00	$ 7,800.00	$ 600.00	$ 7,800.00	$ 700.00	$ 10,500.00	$ 600.00	$ 7,800.00	$ 650.00	$ 8,450.00	$ 650.00	$ 8,450.00	$ 398.00	$ 5,700.00
667615	LITTER RECEPTACLE	EACH	7	$ 600.00	$ 4,200.00	$ 600.00	$ 4,200.00	$ 1,400.00	$ 9,800.00	$ 600.00	$ 4,200.00	$ 1,500.00	$ 10,500.00	$ 1,150.00	$ 8,050.00	$ 1,868.00	$ 13,068.00
667616	PET WASTE DISPOSAL STATION	EACH	5	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00	$ 500.00	$ 2,500.00	$ 550.00	$ 2,750.00	$ 850.00	$ 4,250.00	$ 644.00	$ 3,220.00	$ 1,050.00	$ 5,250.00
667620	PARK BENCH	EACH	2	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 2,000.00	$ 4,000.00	$ 1,000.00	$ 2,000.00	$ 2,200.00	$ 4,400.00	$ 1,160.00	$ 2,320.00	$ 1,721.00	$ 3,442.00
701000	PANEL SIGNS	S.F.	23	$ 13.35	$ 307.05	$ 13.35	$ 307.05	$ 16.00	$ 368.00	$ 16.00	$ 368.00	$ 19.65	$ 451.95	$ 16.00	$ 368.00	$ 16.05	$ 369.15
701031	REMOVE AND RESET TRAFFIC SIGN	EACH	6	$ 50.00	$ 300.00	$ 50.00	$ 300.00	$ 150.00	$ 900.00	$ 150.00	$ 900.00	$ 195.00	$ 1,170.00	$ 155.00	$ 930.00	$ 155.15	$ 930.90
701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	98	$ 7.15	$ 698.40	$ 7.15	$ 698.40	$ 13.00	$ 1,248.00	$ 13.00	$ 1,248.00	$ 18.85	$ 1,817.80	$ 13.00	$ 1,248.00	$ 12.84	$ 1,237.64
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 40,000.00	$ 40,000.00	$ 18,500.00	$ 18,500.00	$ 41,500.00	$ 41,500.00	$ 45,000.00	$ 45,000.00	$ 35,000.00	$ 35,000.00
704204	RETROREFLECTIVE PLASTIC PAVEMENT STRIPE 4"	L.F.	3,000	$ 2.00	$ 6,000.00	$ 2.00	$ 6,000.00	$ 1.10	$ 3,300.00	$ 1.00	$ 3,000.00	$ 1.50	$ 4,500.00	$ 1.00	$ 3,000.00	$ 1.07	$ 3,210.00
708350	POWER SERVICE INSTALLATION	L.S.	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00	$ 1,350.00	$ 1,350.00	$ 2,500.00	$ 2,500.00	$ 1,900.00	$ 1,900.00	$ 1,885.34	$ 1,885.34
708405	LIGHTING CONTROL CABINET - 6 CIRCUIT	EACH	1	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,700.00	$ 1,700.00	$ 5,000.00	$ 5,000.00	$ 4,300.00	$ 4,300.00	$ 4,176.21	$ 4,176.21
707625	TYPE V STANDARD, 29'	EACH	1	$ 1,400.00	$ 1,400.00	$ 1,400.00	$ 1,400.00	$ 1,700.00	$ 1,700.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 1,580.59	$ 1,580.59
709010	RIGID ELECTRICAL CONDUIT 1"	L.F.	1,520	$ 3.70	$ 5,624.00	$ 3.70	$ 5,624.00	$ 4.00	$ 6,080.00	$ 4.25	$ 6,460.00	$ 4.00	$ 6,080.00	$ 3.50	$ 5,320.00	$ 3.17	$ 4,818.40
709000	RIGID ELECTRICAL CONDUIT 3"	L.F.	20	$ 5.20	$ 104.00	$ 5.20	$ 104.00	$ 13.00	$ 260.00	$ 14.75	$ 295.00	$ 17.00	$ 340.00	$ 6.50	$ 130.00	$ 6.30	$ 126.00
710002	ELECTRICAL PULL BOX (STANDARD)	EACH	3	$ 369.00	$ 1,107.00	$ 369.00	$ 1,107.00	$ 450.00	$ 1,350.00	$ 500.00	$ 1,500.00	$ 545.00	$ 1,635.00	$ 500.00	$ 1,500.00	$ 498.43	$ 1,495.44
711102	SINGLE CONDUCTOR 2	L.F.	75	$ 1.95	$ 146.25	$ 1.95	$ 146.25	$ 2.00	$ 150.00	$ 2.00	$ 150.00	$ 4.00	$ 300.00	$ 2.00	$ 150.00	$ 1.50	$ 112.50
711106	SINGLE CONDUCTOR 6	L.F.	4,560	$ 1.00	$ 4,560.00	$ 1.00	$ 4,560.00	$ 1.00	$ 4,560.00	$ 1.00	$ 4,560.00	$ 0.98	$ 4,468.80	$ 0.50	$ 2,280.00	$ 0.52	$ 2,371.20
718025	ROADWAY LUMINAIRE TYPE 250 S	EACH	1	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00	$ 310.00	$ 310.00	$ 303.88	$ 303.88
718405	UNDERPASS LUMINAIRE	EACH	10	$ 600.00	$ 6,000.00	$ 600.00	$ 6,000.00	$ 650.00	$ 6,500.00	$ 700.00	$ 7,000.00	$ 705.00	$ 7,050.00	$ 670.00	$ 6,700.00	$ 658.54	$ 6,585.40
720100	SAND BARREL VEHICLE IMPACT ATTENUATOR UNIT	EACH	2	$ 4,200.00	$ 8,400.00	$ 4,200.00	$ 8,400.00	$ 3,500.00	$ 7,000.00	$ 6,800.00	$ 13,600.00	$ 3,000.00	$ 6,000.00	$ 1,170.00	$ 2,340.00	$ 2,000.00	$ 4,000.00
720110	REMOVE AND RESET SAND BARREL VEHICLE IMPACT ATTENUATOR UNIT	EACH	2	$ 730.00	$ 1,460.00	$ 730.00	$ 1,460.00	$ 750.00	$ 1,500.00	$ 1,700.00	$ 3,400.00	$ 1,000.00	$ 2,000.00	$ 970.00	$ 1,940.00	$ 1,000.00	$ 2,000.00
601000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	1	$ 48,700.00	$ 48,700.00	$ 44,000.00	$ 44,000.00	$ 35,000.00	$ 35,000.00	$ 17,500.00	$ 17,500.00	$ 35,000.00	$ 35,000.00	$ 19,000.00	$ 19,000.00	$ 21,370.00	$ 21,370.00
801012	TESTING ALLOWANCE	ALLOW.	ALLOW.	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00
	SUBTOTAL BASE BID				$ 2,504,314.70		$ 2,244,735.20		$ 1,871,144.00		$ 1,650,000.00		$ 2,235,217.65		$ 1,795,380.00		$ 1,743,179.12
	NMGRT 6.1875%				$ 205,040.77		$ 183,787.78		$ 153,199.92		$ 135,043.75		$ 183,008.45		$ 146,995.10		$ 142,722.79
	TOTAL BASE BID				$ 2,709,355.47		$ 2,428,523.98		$ 2,024,343.92		$ 1,785,043.75		$ 2,418,226.10		$ 1,942,375.10		$ 1,885,901.91
	Construction Engineering Tech. Support Services - PB Americas																
	GRAND TOTAL (Total Budget)																

CIP #419A / #419B: ST. FRANCIS MULTI-USE TRAIL				Engineer's Estimate Per Addendum 7/21		David Montoya Construction Alameda, NM	
Base Bid							
NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201000	CLEARING AND GRUBBING	L.S.	1	$ 42,000.00	$ 42,000.00	$ 12,000.00	$ 12,000.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	6,650	$ 15.00	$ 99,750.00	$ 9.25	$ 61,512.50
203100	BORROW	C.Y.	679	$ 18.00	$ 12,222.00	$ 20.50	$ 13,919.50
203200	SUBEXCAVATION	C.Y.	940	$ 14.00	$ 13,160.00	$ 9.50	$ 8,930.00
207000	SUBGRAGE PREPARATION	S.Y.	11,200	$ 5.00	$ 56,000.00	$ 1.50	$ 16,800.00
303100	BASE COURSE	C.Y.	129	$ 25.00	$ 3,225.00	$ 32.50	$ 4,192.50
304310	PLACEMENT OF STATE FURNISHED BASE COURSE	C.Y.	1,161	$ 14.00	$ 16,254.00	$ 9.75	$ 11,319.75
403700	OPEN GRADED FRICTION COURSE	TON	58	$ 120.00	$ 6,960.00	$ 120.00	$ 6,960.00
405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	6,360	$ 32.00	$ 203,520.00	$ 33.75	$ 214,650.00
407000	BITUMINOUS MATERIAL FOR TACK COAT	TON	1	$ 400.00	$ 400.00	$ 700.00	$ 700.00
408100	BITUMINOUS MATERIAL FOR PRIME COAT	TON	15	$ 375.00	$ 5,625.00	$ 750.00	$ 11,250.00
423282	PMBP SP-III COMPLETE	TON	1,520	$ 70.00	$ 106,400.00	$ 83.75	$ 127,300.00
511000	STRUCTURAL CONCRETE, CL A	C.Y.	763	$ 350.00	$ 267,050.00	$ 336.00	$ 256,368.00
511030	STRUCTURAL CONCRETE, CL AA	C.Y.	370	$ 450.00	$ 166,500.00	$ 384.00	$ 142,080.00
515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	160	$ 675.00	$ 108,000.00	$ 404.00	$ 64,640.00
532100	PERMANENT ANTI-GRAFFITI PROTECTIVE COAT	S.F.	10,800	$ 6.00	$ 64,800.00	$ 0.95	$ 10,260.00
540060	REINFORCING BARS GRADE 60	LB.	236,630	$ 1.25	$ 295,662.50	$ 0.75	$ 177,397.50
541200	STRUCTURAL STEE FOR MISCELLANEOUS STRUCTURES	LB.	1,720	$ 4.00	$ 6,880.00	$ 3.50	$ 6,020.00
570018	18" CULVERT PIPE	L.F.	250	$ 110.00	$ 27,500.00	$ 50.00	$ 12,500.00
570019	18" CULVERT PIPE END SECTION	EACH	18	$ 100.00	$ 1,800.00	$ 340.00	$ 6,120.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	$ 40.00	$ 40.00	$ 5,000.00	$ 5,000.00
601110	REMOVAL OF SURFACING	S.Y.	2,400	$ 5.00	$ 12,000.00	$ 5.00	$ 12,000.00
603220	CHECK DAM TYPE I	L.F.	670	$ 5.20	$ 3,484.00	$ 2.00	$ 1,340.00
603250	DROP INLET PROTECTION TYPE I	EACH	1	$ 145.00	$ 145.00	$ 77.00	$ 77.00
603260	CULVERT PROTECTION	S.Y.	50	$ 10.00	$ 500.00	$ 5.00	$ 250.00
603261	MULCH SOCKS	L.F.	940	$ 3.10	$ 2,914.00	$ 2.00	$ 1,880.00
603280	SWPPP MANAGEMENT	L.S.	1	$ 10,000.00	$ 10,000.00	$ 2,300.00	$ 2,300.00
606000	METAL VARRIER W-BEAM	L.F.	1,700	$ 15.00	$ 25,500.00	$ 15.00	$ 25,500.00
606010	METAL BARRIER THRIE BEAM	L.F.	82	$ 40.00	$ 3,280.00	$ 60.00	$ 4,920.00
606050	METAL BARRIER END TREATMENT (ANCHORAGE)	EACH	4	$ 2,000.00	$ 8,000.00	$ 2,000.00	$ 8,000.00
606610	TEMPORARY CWB RETAINED BY THE CONTRACTOR	L.F.	1,340	$ 40.00	$ 53,600.00	$ 31.50	$ 42,210.00
606619	RESETTING OF CONCRETE WALL BARRIER	L.F.	1,270	$ 6.00	$ 7,620.00	$ 4.50	$ 5,715.00
607027	CHAIN LINK FENCE 7'	L.F.	580	$ 20.00	$ 11,600.00	$ 20.00	$ 11,600.00
607027	REMOVE AND SALVAGE EXISTING CHAIN LINK FENCE	L.F.	80	$ 10.00	$ 800.00	$ 6.00	$ 480.00
607080	HANDRAIL	L.F.	1,240	$ 90.00	$ 111,600.00	$ 61.50	$ 76,260.00
608004	CONCRETE SIDEWALK 4"	S.Y.	100	$ 65.00	$ 6,500.00	$ 33.50	$ 3,350.00
609612	MODIFIED CONCRETE VALLEY GUTTER 4" X 12"	L.F.	180	$ 20.00	$ 3,600.00	$ 6.50	$ 1,170.00
616000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	$ 100,000.00	$ 100,000.00	$ 12,000.00	$ 12,000.00
621000	MOBILIZATION	L.S.	1	$ 200,000.00	$ 200,000.00	$ 140,097.25	$ 140,097.25
632100	STEEP SLOPE SEEDING	ACRE	2	$ 3,000.00	$ 6,000.00	$ 5,000.00	$ 10,000.00
667500	BOLLARD	EACH	15	$ 500.00	$ 7,500.00	$ 500.00	$ 7,500.00
667515	LITTER RECEPTACLE	EACH	7	$ 600.00	$ 4,200.00	$ 600.00	$ 4,200.00
667518	PET WASTE DISPOSAL STATION	EACH	5	$ 250.00	$ 1,250.00	$ 550.00	$ 2,750.00
667520	PARK BENCH	EACH	2	$ 750.00	$ 1,500.00	$ 1,000.00	$ 2,000.00
701000	PANEL SIGNS	S.F.	23	$ 13.35	$ 307.05	$ 16.00	$ 368.00
701031	REMOVE AND RESET TRAFFIC SIGN	EACH	6	$ 50.00	$ 300.00	$ 150.00	$ 900.00
701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	96	$ 7.15	$ 686.40	$ 13.00	$ 1,248.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1	$ 50,000.00	$ 50,000.00	$ 16,500.00	$ 16,500.00
704204	RETROREFLECTIVE PLASTIC PAVEMENT STRIPE 4"	L.F.	3,000	$ 2.00	$ 6,000.00	$ 1.00	$ 3,000.00
706350	POWER SERVICE INSTALLATION	L.S.	1	$ 500.00	$ 500.00	$ 1,350.00	$ 1,350.00
706405	LIGTHING CONTROL CABINET - 6 CIRCUIT	EACH	1	$ 3,500.00	$ 3,500.00	$ 1,700.00	$ 1,700.00
707525	TYPE V STANDARD, 25'	EACH	1	$ 1,400.00	$ 1,400.00	$ 2,000.00	$ 2,000.00
709010	RIGID ELECTRICAL CONDUIT 1"	L.F.	1,520	$ 3.70	$ 5,624.00	$ 4.26	$ 6,460.00
709030	RIGID ELECTRICAL CONDUIT 3"	L.F.	20	$ 5.20	$ 104.00	$ 14.75	$ 295.00
710000	ELECTRICAL PULL BOX (STANDARD)	EACH	3	$ 369.00	$ 1,107.00	$ 500.00	$ 1,500.00
711102	SINGLE CONDUCTOR 2	L.F.	75	$ 1.95	$ 146.25	$ 2.00	$ 150.00
711108	SINGLE CONDUCTOR 8	L.F.	4,560	$ 1.00	$ 4,560.00	$ 1.00	$ 4,560.00
716025	ROADWAY LUMINAIRE TYPE 250 S	EACH	1	$ 300.00	$ 300.00	$ 350.00	$ 350.00
716400	UNDERPASS LUMINAIRE	EACH	10	$ 600.00	$ 6,000.00	$ 700.00	$ 7,000.00
720100	SAND BARREL VEHICLE IMPACT ATTENUATOR UNIT	EACH	2	$ 4,200.00	$ 8,400.00	$ 5,600.00	$ 11,200.00
720110	REMOVE AND RESET SAND BARREL VEHICLE IMPACT ATTENUATOR UNIT	EACH	2	$ 730.00	$ 1,460.00	$ 1,700.00	$ 3,400.00
801000	CONSTRUCTION STAKIGN BY THE CONCTRACTOR	L.S.	1	$ 44,000.00	$ 44,000.00	$ 17,500.00	$ 17,500.00
801012	TESTING ALLOWANCE	ALLOW.	ALLOW.	ALLOW.	$ 25,000.00	ALLOW.	$ 25,000.00
	SUBTOTAL BASE BID				$ 2,244,738.20		$ 1,650,000.00
	NMGRT 8.1875%				$ 183,787.78		$ 135,093.75
	TOTAL BASE BID				$ 2,428,523.98		$ 1,785,093.75

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

David Coss, *Mayor*

Councilors:
Rebecca Wurzburger, Mayor Pro Tem, Dist. 2
Patti J. Bushee, Dist. 1
Chris Calvert, Dist. 1
Rosemary Romero, Dist. 2
Miguel M. Chavez, Dist. 3
Carmichael A. Dominguez, Dist. 3
Matthew E. Ortiz, Dist. 4
Ronald S. Trujillo, Dist. 4

RECEIVED
JAN 25 2011
DAVID MONTOYA CONSTRUCTION, INC.

January 24, 2011

David Montoya Construction, Inc.
P.O. Box 10254
Albuquerque, New Mexico 87184
Attn: Mr. David Montoya, President

NOTICE OF BID ACCEPTANCE
BID NO. '11/02/B
St. Francis Drive/Arroyo de los Chamisos Multi-use Trail and Underpass
CIP # 419 A&B

The City of Santa Fe (Owner) has considered the Bids submitted for the above referenced project in response to the Advertisement for Bids and Instructions for Bidders.

You are hereby notified that your base bid was reviewed and accepted for a total amount of **1,650,000.00** exclusive of New Mexico Gross Receipts Tax, and will be submitted to the City Council for recommendation of award. The award of this agreement is contingent upon appropriations being made for this work by the governing body of the City of Santa Fe.

You are required by the Instructions for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Labor and Material Payment Bonds and Certificates of Insurance within ten (10) calendar days of this NOTICE OF BID ACCEPTANCE. You are required to return an acknowledged copy of the NOTICE OF BID ACCEPTANCE to the Owner.

Dated this 24th day of January 2011.

CITY OF SANTA FE, NEW MEXICO

By: Leroy N. Pacheco
Leroy N. Pacheco, P.E., Project Engineer

Receipt of the above NOTICE OF BID ACCEPTANCE is hereby acknowledged

THIS 26 DAY OF JANUARY, 2011.

BY: D Montoya TITLE: Pres.

CITY OF SANTA FE
ENGINEERING DIVISION
PROJECT CHANGE ORDER

TO: David Montoya Construction Inc.
P.O. Box 10254
Albuquerque, NM 87184

Change No. One
Project No.: CIP # 438A

Project Name: St. Francis Trail/Tunnel Bid No.11/02/B
For the anti-graffiti concrete form liners

Your are authorized to make a change in the above contract as follows:

INCREASE:		
Existing Contract Bid Items		$ -
Additional Items - not part of original agreement (See attached cost proprosal)		$ 168,094.80
REDUCTION:		
Reduced Quantities		$ -
	Net Change	$ 168,094.80
Liquidated Damages		
	SUB-TOTAL	$ 168,094.80
	NMGRT	$ 13,762.76
	TOTAL CHANGE ORDER	$ 181,857.56

JUSTIFICATION:
Change order #1 provides for custom concrete form liners to be placed as part of the exposed concrete walls

Contract Time Adjustments:
There will be no additional working days added to the Original contract time for this work.

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract, although it is mutually understood that the quantities and total costs heron are estimate only.

Contractor: David Montoya Construction I David Montoya, President

Signed_____ Date_____

Recommended 1/25 2011 _____
PUBLIC WORKS ENGINEER

Recommended 2/2 2011 _____
PUBLIC WORKS DEPARTMENT DIRECTOR

Recommended _____2011 _____
FINANCE DEPARTMENT DIRECTOR

Recommended _____2011 _____
MAYOR OR CITY MANAGER

Attest _____2011 _____
CITY CLERK

DAVID MONTOYA
CONSTRUCTION, INC.
General Contractor

Friday, December 3, 2010

Mr. Leroy Pacheco
City of Santa Fe
Engineering Division
Joseph M. Montoya Federal Building Room 203
120 South Federal Place
Santa Fe, NM 87504

Reference: St. Francis Multi-Use Trail
St. Francis/Arroyo de Los Chamiso Multi-Use Trail Underpass
CIP #419A&B

Subject: Furnishing and Installing Custom Form Liners

Dear Mr. Pacheco,

Attached for your review is our cost proposal for $168,094.80 to furnish and install 1600 SF of custom artwork form liner. The form liners would be purchased from Scott System of Denver, CO as their quote is based upon art work provided by the City of Santa Fe's artist Bobbe Besold. Please find their quote attached for your review.

Please advise us if this proposal meets the City's approval. A 50% deposit is required to secure the order and then it would be approximately 6-8 weeks for fabrication and delivery after the approval of shop drawings.

I can be reached at 505-89-6330 if you have any questions or wish to discuss this matter.

Respectfully,
David Montoya Construction, Inc.

Robert Watson
Project Manager

315 Alameda Blvd. NE P.O. Box 10254 Alameda, NM 87184
Phone: (505) 898-6330 Fax: (505) 898-4331 www.montoyaconstruction.com

St. Francis Trail - Santa Fe,NM
David Montoya Construction,Inc. 12/03/2010

Furninshing and Installing Custom Formliners
(1600 SF)

Item	Material/Equipment Qty	Unit	Rate	Total	Labor Qty	Unit	Rate	Total
								$ -
Formliners	1600	sf	$ 75.00	$ 120,000.00				$ -
freight	1	ls	$ 1,500.00	$ 1,500.00				$ -
Layout	1	ls	$ 25.00	$ 25.00	16	mh	$ 23.00	$ 368.00
Unloading/Storage/Distributing	1	ls	$ 100.00	$ 100.00	8	mh	$ 23.00	$ 184.00
Attach to plywood backing	1600	sf	$ 1.65	$ 2,640.00	64	mh	$ 23.00	$ 1,472.00
Attach to Forms	1600	sf	$ 0.20	$ 320.00	64	mh	$ 23.00	$ 1,472.00
Dismantle/handle formliners					16	mh	$ 23.00	$ 368.00
Rub walls	1	ls	$ 100.00	$ 100.00	16	mh	$ 23.00	$ 368.00
Light Sandblast	16	hrs	$ 125.00	$ 2,000.00	16	mh	$ 23.00	$ 368.00
Anti Graffiti	1600	sf	$ 0.35	$ 560.00	16	mh	$ 23.00	$ 368.00
crew truck	5	days	$ 75.00	$ 375.00				$ -
subtotals				$ 127,620.00	216	mh		$ 4,968.00

Subcontractor Costs	
Labor	$ 4,968.00
38% Labor Burden	$ 1,887.84
Subtotal labor	$ 6,855.84
Subtotal Material/Equip	$ 127,620.00
Subtotal - GC Costs	$ 134,475.84
GC OH&P on Subcontractor @ 15%	$ -
GC OH&P on GC Costs @ 25%	$ 33,618.96
Subtotal	$ 168,094.80
1% Bond	$ 336.19
Subtotal	$ 168,430.99

Total **$ 168,094.80** **excluding NMGRT**

SCOTT SYSTEM
the art of concrete textures

Flex-Liner™ Quote

SCOTT SYSTEM, INC. – www.scottsystem.com
10777 East 45th Avenue, Denver, CO 80239
Ph: 303.373.2500, Fax: 303.373.2755

DATE:	**07-30-10**
QUOTED BY:	Greg Showalter
COMPANY:	Bobbe Besold
CONTACT:	**Bobbe Besold**
PHONE:	505-988-9244
FAX:	
PROJECT:	St Francis Pedestrian Tunnel
Product #1:	**MASTER MOLD**
Description:	New line of one time use blue foam cut on CNC with ¾" maximum relief as per drawings sent 07-20-10.
New Master:	This charge represents labor and material to create the special textures, designs, patterns, and sizes required.
Master Size:	4' x 8'
Quantity:	50 *(to cover 1,600sf)*
Unit Price:	$2,400.00 *(at 75.00/sf)*
Prod. Subtotal:	$ 120,000.00

Production Time: Estimated (6-8) weeks from final AutoCAD drawings and Signed PO.

Freight: **FOB Denver, CO** Delivery Charges to Be Determined

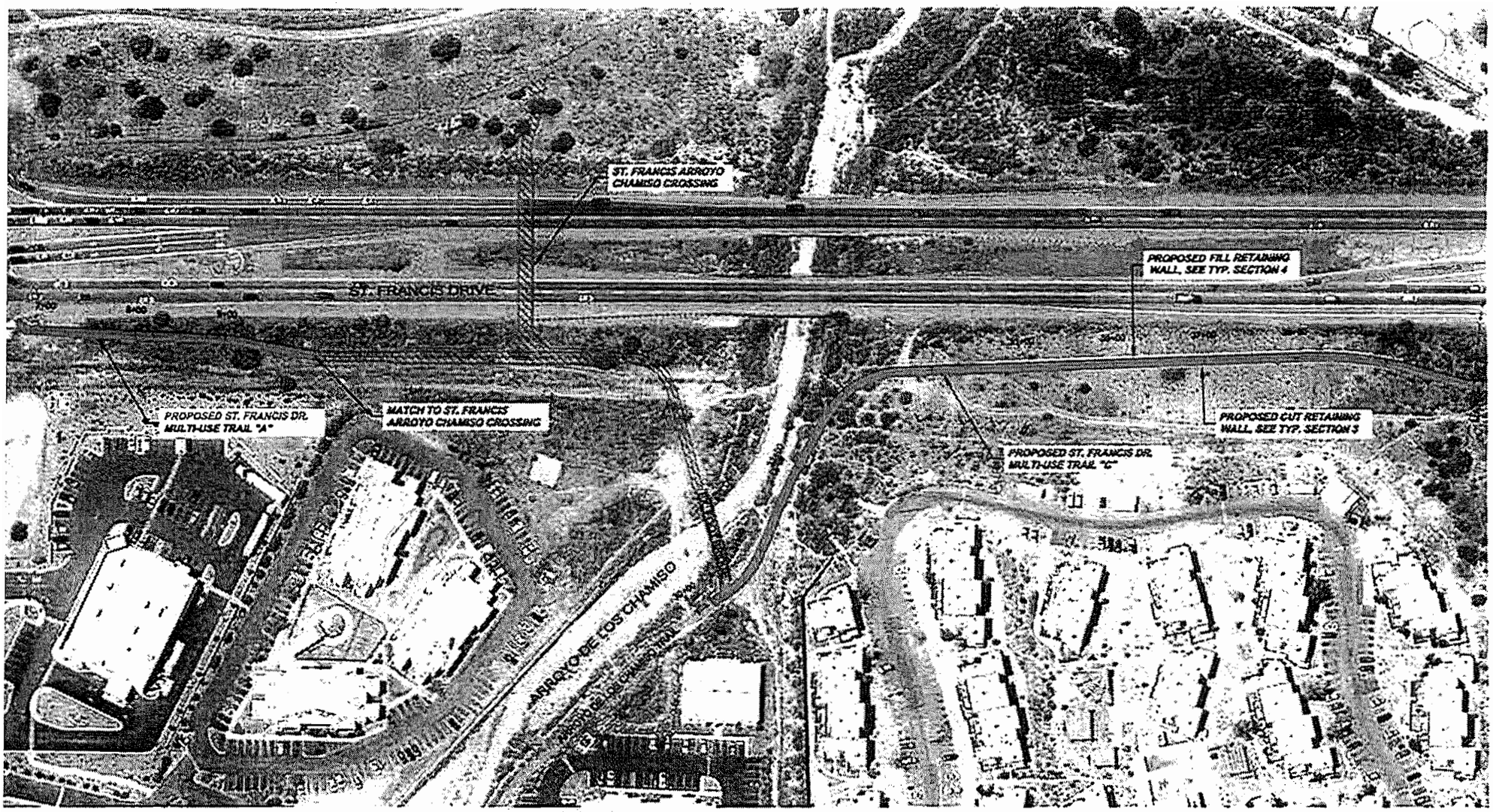
Order TOTAL	**$ 120,000.00**

Price Note: Any changes from the above form liner/master mold quantities or size may affect pricing.

Payment: 50% is due at time of order and the remaining 50% is due in full within 30 days of the shipment date. 1.5% interest per month will be added to late payments. Please review the above order for accuracy, including prices, quantities, freight and address information.

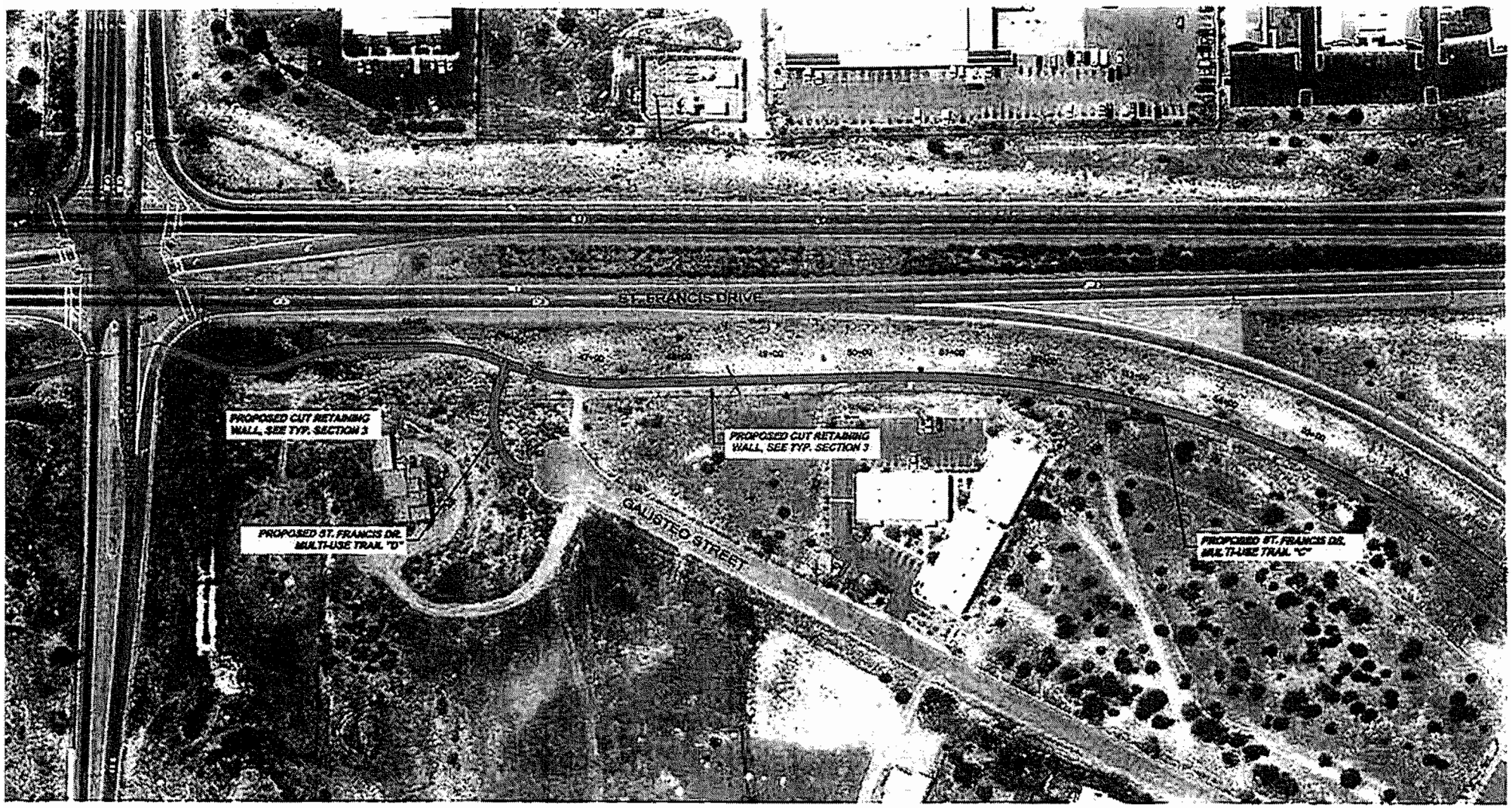
Expiration: This quote is valid 30 days from the date issued as noted above. After 30 days, any prices and or products quoted are subject to change.

Quantity: Scott System is not responsible for quantity take-off's. Be sure liner sizes and quantities are correct.



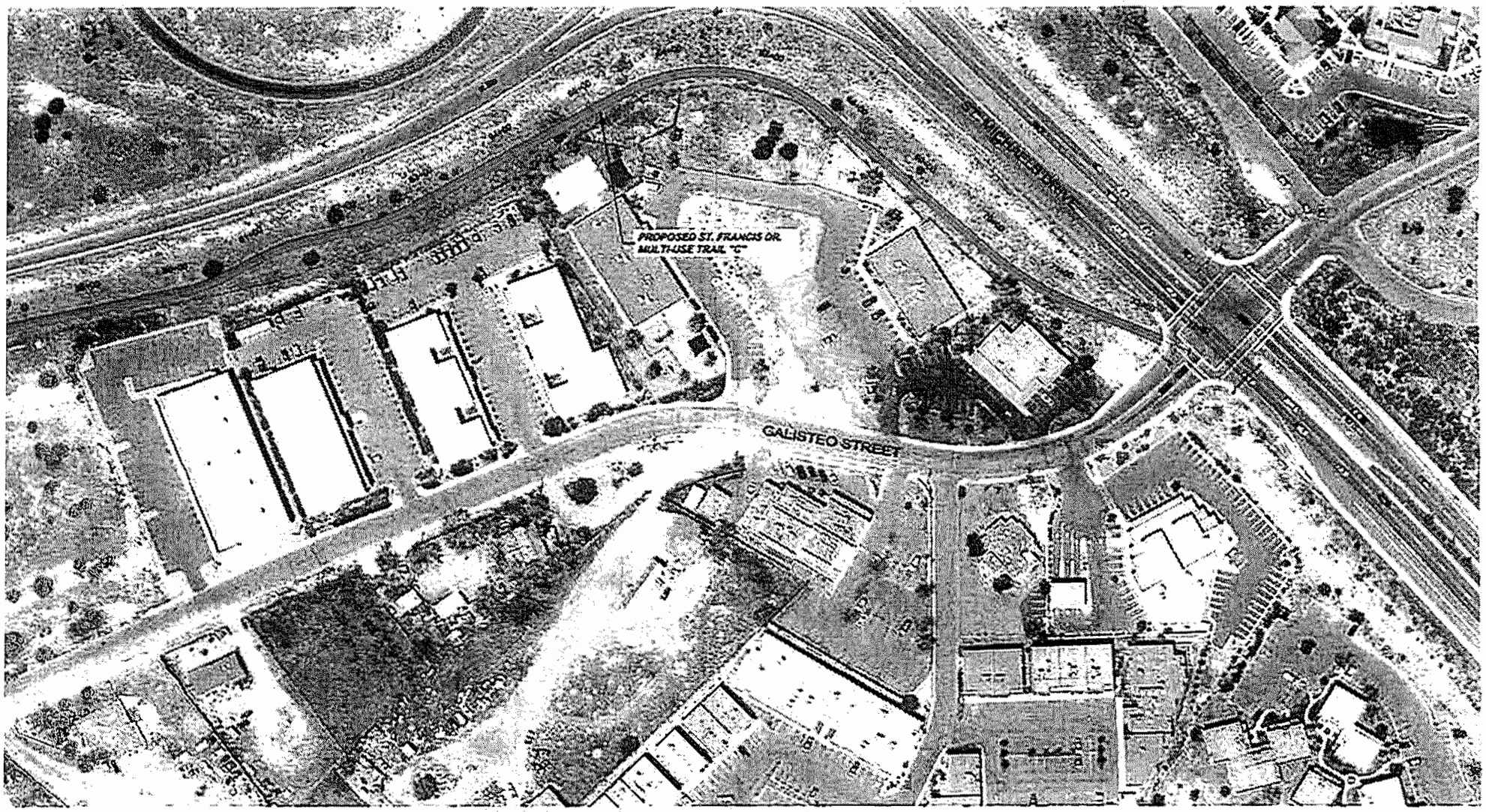
ST. FRANCIS DRIVE MULTI-USE TRAIL

GRAPHIC SCALE



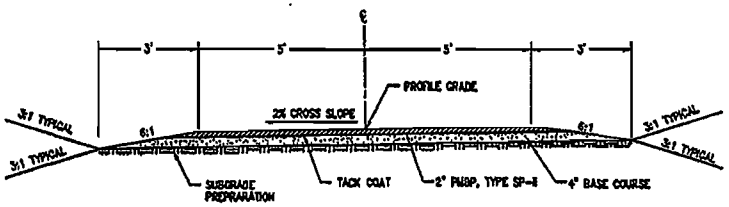
ST. FRANCIS DRIVE MULTI-USE TRAIL

GRAPHIC SCALE



ST. FRANCIS DRIVE MULTI-USE TRAIL

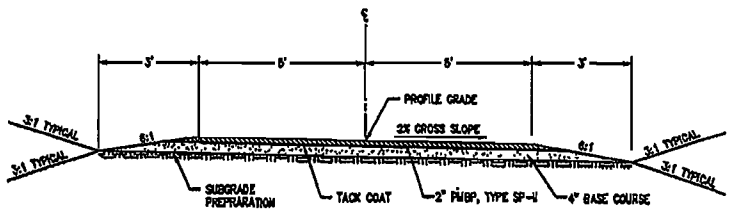
GRAPHIC SCALE



NOTE: WHERE SOIL IS UNACCEPTABLE BELOW THE SURFACE, IT SHALL BE REMOVED TO A DEPTH OF 6" AND REPLACED WITH SUITABLE MATERIAL.

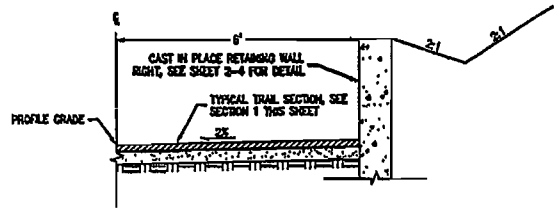
TYPICAL SECTION 1

TRAIL C – STA. 30+00 TO STA. 72+67
TRAIL A STA. 6+76 TO STA. 10+00



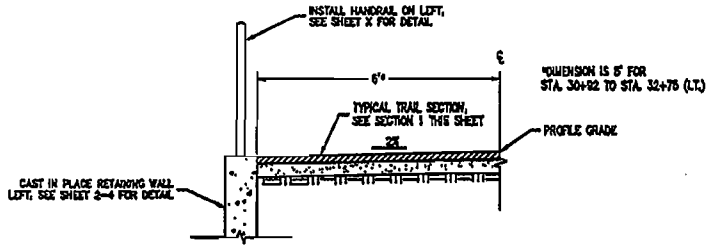
TYPICAL SECTION 2

TRAIL D STA. 10+00 TO STA. 11+42



TYPICAL SECTION 3 – CUT RETAINING WALL

TRAIL C – STA. 35+62 TO STA. 39+12 (RT.)
STA. 46+70 TO STA. 48+58 (RT.)



TYPICAL SECTION 4 – FILL RETAINING WALL

TRAIL C – STA. 30+92 TO STA. 32+76 (LT.)
STA. 34+54 TO STA. 39+12 (LT.)
STA. 42+28 TO STA. 43+00 (RT.)

ST. FRANCIS DRIVE MULTI-USE TRAIL TYPICAL SECTIONS

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:**

ORIGINAL CONTRACT	☐	CONTRACT AGREEMENT	☑
MAINTENANCE AGREEMENT	☐	LICENSE AGREEMENT	☐
LEGAL SERVICES AGREEMENT	☐	MEMORANDUM OF UNDERSTANDING	☐
MEMORANDUM OF AGREEMENT	☐	JOINT POWERS AGREEMENTS	☐
GRANT AGREEMENTS	☐	CHANGE ORDERS	☑

2 Name of Contractor David Montoya Construction, Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $1,650,000

Termination Date: 150 calendar days after notice to proceed

☐ Approved by Council Date: pending cc mtg 2/23/11

☐ or by City Manager Date: _____

Contract is for: construction of CIP 419ACB St Francis Trail & Tunnel

Amendment # C.O. #1 to the Original Contract# _____

(Increase)/(Decrease) Amount $ $181,857.50 incl tax

Extend Termination Date to: _____

☑ Approved by Council Date: pending 2/23/11 cc mtg.

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP ☐ RFQ ☐ Sole Source ☐ Other ☑ RFB 11/02/B

6 **Procurement History:** request for bids received on July 22, 2010
example: (First year of 4 year contract)

7 **Funding Source:** Park Bond / Arroyo Chamiso Grid **BU/Line Item:** 426003 / 32388

8 **Any out-of-the ordinary or unusual issues or concerns:**

no
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Leroy Baca **Phone #** 955 6853

Division Contract Administrator: SARAH YUMA Sy

Division Director: Eric Martinez EM

Department Director: Isaac Pino Isaac J Pino 2/2/11

10 **Certificate of Insurance attached.** (if original Contract) ☐

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:**
project advertised for bids through purchasing division

12 **Prior year's contract amount?:** Ø

13 **Describe service impact from an ongoing commitment to the contractor:**
construction contract to employ local labor pool & purchase of construction materials from local vendors

14 **Why staff cannot perform the work?:** n/a

15 **If extending contract, why?:** n/a

16 **Was a Santa Fe company awarded contract? If not, why?:** no, none of the bidders companies are based in Santa Fe.

17 **Is this for City Manager or Council approval?:** Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.