

**ACTION SHEET
CITY COUNCIL MEETING OF 03/30/11
ITEM FROM FINANCE COMMITTEE MEETING OF 03/21/11**

ISSUE:

6. **BID OPENINGS:**

- A. **BID NO. 11/24/B – SANTA FE RIVER TRAIL CONSTRUCTION PHASE 3 AND RIVER CHANNEL IMPROVEMENTS AND CONSTRUCTION AGREEMENT; R. L. LEEDER COMPANY (BRIAN DRYPOLCHER)**

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 11/24/B for Santa Fe River Trail Construction Phase 3 and River Channel Improvements and construction agreement with R. L. Leeder Company in the amount of \$2,396,773.40 plus gross receipts tax for a total amount of \$2,593,009.22. Budget is available in State Grants and Parks Bond Trail Funds.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: March 16, 2011
TO: Finance Committee
FROM: Robert Rodarte, Officer *RR*
Purchasing Office
VIA: Kathryn Raveling, Finance Director *KRR*
Finance
ISSUE: Award of Bid # '11/24/B
Santa Fe River Trail Construction (Phase 3) and River Channel Improvements

SUMMARY:

On February 7, 2011, six bids were received for the procurement of the above referenced service as follows:

	<u>Bid Amount</u>	<u>Local Preference</u>
St. Cloud Mining Company, Winston		
Base Bid Subtotal	\$1,024,725.00	
NMGRT	\$ 83,899.36	
Total Base Bid Including NMGRT	<u>\$1,108,624.36</u>	
Deductive Alternates Subtotal	\$ 56,160.00	
NMGRT	\$ 4,598.10	
Total Deductive Alternate Including Tax	<u>\$ 60,758.10</u>	
R. L. Leeder Company, Santa Fe		
Base Bid Subtotal	\$2,396,773.40	\$2,157,096.06
NMGRT	\$ 196,235.83	
Total Base Bid Including NMGRT	<u>\$2,593,009.22</u>	
Deductive Alternates Subtotal	\$ 121,125.00	
NMGRT	\$ 9,917.11	
Total Deductive Alternate Including Tax	<u>\$ 131,042.11</u>	
AUI Inc., Albuquerque		
Base Bid Subtotal	\$2,524,392.40	
NMGRT	\$ 206,684.63	
Total Base Bid Including NMGRT	<u>\$2,731,077.03</u>	

Deductive Alternates Subtotal	\$ 472,460.00
NMGRT	\$ 38,682.66
Total Deductive Alternate Including Tax	<u>\$ 511,142.66</u>

Guzman Construction Solutions, Albuquerque	
Base Bid Subtotal	\$2,532,890.00
NMGRT	\$ 207,380.37
Total Base Bid Including NMGRT	<u>\$2,740,270.37</u>

Deductive Alternates Subtotal	\$ 456,810.00
NMGRT	\$ 37,401.32
Total Deductive Alternate Including Tax	<u>\$ 494,211.32</u>

Meridian Contracting, Inc., Albuquerque	
Base Bid Subtotal	\$2,805,764.00
NMGRT	\$ 229,721.93
Total Base Bid Including NMGRT	<u>\$3,035,485.93</u>

Deductive Alternates Subtotal	\$ 410,490.00
NMGRT	\$ 33,608.87
Total Deductive Alternate Including Tax	<u>\$ 444,098.87</u>

Max Tek Contractors, Inc., Albuquerque	
Base Bid Subtotal	\$2,881,663.84
NMGRT	\$ 235,936.25
Total Base Bid Including NMGRT	<u>\$3,117,600.07</u>

Deductive Alternates Subtotal	\$ 209,312.00
NMGRT	\$ 17,203.99
Total Deductive Alternate Including Tax	<u>\$ 227,329.99</u>

The using department has reviewed the bid and recommends the award to R.L. Leeder Company, Santa Fe in the amount of \$2,593,009.22 inclusive of GRT. St. Cloud Mining Company was the apparent low bidder but did not meet the scope of service and therefore was disqualified.

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

ACTION:

It is requested that this recommendation of award to R. L. Leeder Company, Santa Fe in the total amount of \$2,593,009.22 be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

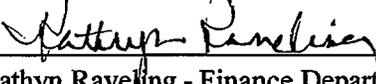
1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

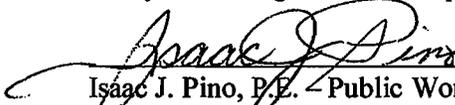
City of Santa Fe, New Mexico

memo

DATE: March 4, 2011

TO: Finance Committee of the City Council

VIA: 
Kathryn Ravelling - Finance Department Director


Isaac J. Pino, P.E. - Public Works Department Director
Eric Martinez, P.E. - Acting Roadway & Trails Engineering Division Director 
Leroy N. Pacheco, P.E. - River, Watershed & Trails Section Supervisor

FROM: Brian Drypolcher, River and Watershed Coordinator 

ITEM & ISSUE:

CIP # 500B, SANTA FE RIVER TRAIL CONSTRUCTION (PHASE 3) AND RIVER CHANNEL IMPROVEMENTS

BID NUMBER 11/24/B, RECOMMENDATION OF AWARD AND APPROVAL OF THE CONSTRUCTION AGREEMENT WITH RL LEEDER COMPANY IN THE AMOUNT OF \$2,396,773.40, PLUS \$196,235.82 (NMGRT) FOR A TOTAL AMOUNT OF \$2,593,009.22.

BACKGROUND & SUMMARY:

The Public Works Department has completed engineering study, design and right of way acquisition for the project. The project consists of constructing an approximately 1/3 mile long, 10 ft. wide, multi-use trail adjacent to the Santa Fe River between Camino Don Jose and Camino Carlos Rael (Frenchy's Field Park). The project also includes substantial river channel improvements -- including bank protection and grade control structures -- along a 1.3 mile stretch of the river between Camino Alire and Camino Carlos Rael.

A request for bids containing instructions for local preference was issued on January 7, 2011 for construction of the project. Six bids were received on February 7, 2011. Four of the bidders are from Albuquerque, NM, one bidder is based in Winston, NM, and one bidder is located in Santa Fe County. The bids were reviewed for completeness and accuracy. Upon review, five of the bids were considered reasonable. One bid (prepared by St. Cloud Mining Company of Winston, NM) was determined to contain errors with respect to the bidder's understanding of the scope, scale and other requirements of the project and this bid was disqualified. The lowest qualified bidder is RL Leeder Company, a local firm, with a base bid amount of \$2,396,773.40 exclusive of New Mexico Gross Receipts Tax. A tabulation of the bids is attached.

Funds for project construction are budgeted and available in Business Units and Line Item 32755/572970, made available from State of New Mexico grant funds; and 426006/572970, City Parks Bond for Trails, Santa Fe River Trail.

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

ITEM	AMOUNT
RL Leeder Company Base Bid	\$ 2,396,773.40
NMGRT 8.1875%	\$ 196,235.82
SUBTOTAL (Total for Construction Agreement)	\$ 2,593,009.22
Construction Contingency	\$ 400,000.00
PROJECT TOTAL BUDGET	\$2,993,009.22

RECOMMENDED ACTION:

The Public Works Department recommends the following:

Award of Bid No. 11/24/B and approval of the Construction Agreement with RL Leeder Company in the amount of **\$2,593,009.22**, including NMGRT, for the referenced project and expenditure of funds from Business Units 32755 and 426006, Line Item 572970 (WIP Construction).

Attachments: Construction Agreement
 Tabulation of Bids
 Summary of Contracts Form

cc: File

BID TABULATION

SANTA FE RIVER TRAIL, PHASE 3

2/7/11

BID ITEM NO.	SHORT DESCRIPTION	UNITS	QTY.	WESTON UNIT COST	WESTON TOTAL COST	St. Cloud UNIT COST	St. Cloud COST	RL Leader UNIT COST	RL Leader COST	AUI UNIT COST	AUI COST	Guzman UNIT COST	Guzman COST	Meridian UNIT COST	Meridian COST	Maxtek UNIT COST	Maxtek COST	Average	Average
																		Unit Cost	Total Cost
1	SITE CLEAR & GRUB, SURFACE DEBRIS REMOVAL; SORT AND STOCKPILE USABLE CONCRETE SLABS	LS	1	10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$39,000.00	\$39,000.00	\$28,499.00	\$28,499.00	\$15,750.00	\$15,750.00	\$20,000.00	\$20,000.00	\$48,602.50	\$48,602.50	\$27,808.42	\$27,808.42
2	UNCLASSIFIED EXCAVATION, INCL. PLACEMENT AND COMPACTION, CIP	CY	49350	8.00	\$394,800.00	\$4.00	\$197,400.00	\$10.60	\$523,110.00	\$5.00	\$246,750.00	\$5.00	\$246,750.00	\$9.00	\$444,150.00	\$6.87	\$339,034.50	\$8.75	\$332,865.76
3	BLENDED FILL FOR REINFORCED SLOPE SYSTEM	CY	3200	60.00	\$192,000.00	\$12.00	\$38,400.00	\$36.50	\$116,800.00	\$38.00	\$121,600.00	\$36.75	\$117,600.00	\$54.00	\$172,800.00	\$28.33	\$90,656.00	\$34.26	\$109,642.67
4	COMPACTED BASE COURSE SHOULDER, 6" DEPTH	SY	1165	9.00	\$10,485.00	\$5.00	\$5,825.00	\$21.00	\$24,485.00	\$10.00	\$11,650.00	\$13.00	\$15,145.00	\$24.00	\$27,960.00	\$12.50	\$14,582.50	\$14.25	\$16,901.26
5	COMPACTED CRUSHED GRAVEL SWALE LINING, 6" DEPTH	SY	980	9.00	\$8,820.00	\$11.00	\$10,780.00	\$19.00	\$18,620.00	\$13.00	\$12,740.00	\$15.00	\$14,700.00	\$33.00	\$32,340.00	\$13.01	\$12,749.80	\$17.34	\$16,988.30
6	"GREEN WALL" REINFORCED FILL PANELS (FACE AREA)	SF	170	25.00	\$4,250.00	\$11.00	\$1,870.00	\$49.00	\$8,330.00	\$44.00	\$7,480.00	\$21.00	\$95,700.00	\$70.00	\$11,900.00	\$81.70	\$13,888.00	\$77.82	\$13,194.83
7	24" CMP CULVERT PIPE, INSTALLED	LF	20	1,200.00	\$24,000.00	\$34.00	\$680.00	\$74.00	\$1,480.00	\$78.00	\$1,560.00	\$80.00	\$1,200.00	\$90.00	\$1,800.00	\$63.99	\$1,279.80	\$66.67	\$1,333.30
8	24" CULVERT PIPE END SECTION, INSTALLED	EA	2	440.00	\$880.00	\$1,600.00	\$3,000.00	\$312.00	\$824.00	\$607.00	\$1,214.00	\$400.00	\$800.00	\$810.00	\$1,220.00	\$265.36	\$570.72	\$819.06	\$1,238.12
9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$17,030.00	\$17,030.00	\$45,000.00	\$45,000.00	\$52,100.00	\$52,100.00	\$9,490.26	\$9,490.26	\$23,270.04	\$23,270.04
10	CLASS A WIRE ENCLOSED RIPRAP	CY	10	200.00	\$2,000.00	\$20.00	\$200.00	\$201.00	\$2,010.00	\$249.00	\$2,490.00	\$190.00	\$1,900.00	\$478.00	\$4,780.00	\$212.61	\$2,126.10	\$225.10	\$2,251.02
11	CLASS B CONCRETE/BOULDER RIPRAP	CY	18	180.00	\$3,240.00	\$50.00	\$900.00	\$167.00	\$3,006.00	\$217.00	\$3,906.00	\$88.00	\$1,584.00	\$361.00	\$6,486.00	\$163.41	\$2,761.38	\$172.74	\$3,109.29
12	STACKED CONCRETE SLAB RUNDOWN, CIP (FACE AREA)	SF	1290	20.00	\$25,800.00	\$16.00	\$20,640.00	\$20.00	\$25,800.00	\$4.00	\$5,160.00	\$8.50	\$10,965.00	\$46.00	\$59,340.00	\$29.90	\$38,571.00	\$20.73	\$26,748.00
13	BOULDER CROSSVANE, VANE, BANK PROTECTION STRUCTURES (UNROUTED), CIP (EACH LAYER)	LF	10300	100.00	\$1,030,000.00	\$17.00	\$175,100.00	\$72.50	\$746,750.00	\$60.00	\$618,000.00	\$69.00	\$710,700.00	\$59.00	\$807,700.00	\$75.50	\$777,850.00	\$58.83	\$605,983.33
14	BOULDER BAFFLE, TOE PROTECTION, CIP (SINGLE LAYER)	SF	1900	30.00	\$57,000.00	\$39.00	\$74,100.00	\$25.00	\$47,500.00	\$33.00	\$62,700.00	\$24.00	\$46,800.00	\$31.00	\$58,900.00	\$25.48	\$48,412.00	\$29.58	\$56,202.00
15	COLLECT, STOCKPILE, AND INSTALL COBBLE & SMALL BOULDERS, 6-18", FOR SCOUR BASINS AND BANK PROTECTION STRUCTURES, CIP	CY	500	40.00	\$20,000.00	\$58.00	\$29,000.00	\$76.00	\$38,000.00	\$58.00	\$29,000.00	\$16.00	\$8,000.00	\$80.00	\$40,000.00	\$49.80	\$24,900.00	\$56.63	\$28,316.67
16	GABIIONS, INCLUDING STONE/CONC. SLAB FILL, CIP	CY	550	220.00	\$121,000.00	\$80.00	\$44,000.00	\$141.00	\$77,550.00	\$79.00	\$43,450.00	\$195.00	\$107,250.00	\$139.00	\$76,450.00	\$112.13	\$61,671.50	\$124.36	\$88,395.25
17	TEXTURED MEGA-BLOCK SEGMENTED RETAINING WALL SYSTEM, INCLUDING PLACEMENT, BEDDING, BACKFILL, CIP	SF	7800	40.00	\$312,000.00	\$26.00	\$202,800.00	\$10.65	\$82,290.00	\$65.00	\$507,000.00	\$12.25	\$95,550.00	\$59.00	\$460,200.00	\$81.36	\$476,608.00	\$39.03	\$304,408.00
18	GROUTED BOULDER BANK PROTECTION, INCLUDING BACKFILL OR LEAN FILL, CIP	SF	12400	60.00	\$744,000.00	\$1.90	\$23,560.00	\$20.30	\$251,720.00	\$24.00	\$297,600.00	\$48.00	\$607,600.00	\$28.00	\$322,400.00	\$46.84	\$580,816.00	\$28.01	\$347,282.67
19	SWPPP MANAGEMENT	ALLOW	1	7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
20	SWPPP IMPLEMENTATION	LS	1	30,000.00	\$30,000.00	\$2,600.00	\$2,600.00	\$14,800.00	\$14,800.00	\$68,015.00	\$68,015.00	\$5,200.00	\$5,200.00	\$12,000.00	\$12,000.00	\$19,738.38	\$19,738.38	\$20,375.23	\$20,375.23
21	GEOTEXTILE CLASS 2	SY	6850	3.00	\$20,550.00	\$1.20	\$8,220.00	\$0.80	\$5,480.00	\$1.00	\$6,850.00	\$2.50	\$17,125.00	\$2.40	\$16,440.00	\$1.58	\$10,823.00	\$1.58	\$10,823.00
22	5' HORSE FENCE, WITH GATE, CIP	SF	3800	5.00	\$19,000.00	\$4.00	\$15,200.00	\$1.50	\$5,700.00	\$2.60	\$9,500.00	\$1.50	\$5,700.00	\$1.50	\$5,700.00	\$1.55	\$5,890.00	\$2.09	\$7,948.33
23	SPLIT-RAIL FENCE, CIP	LF	865	11.00	\$9,515.00	\$12.00	\$10,380.00	\$11.40	\$9,861.00	\$10.00	\$8,650.00	\$12.25	\$10,596.25	\$18.00	\$15,840.00	\$11.50	\$9,947.50	\$12.19	\$10,545.79
24	3-BAR PEDESTRIAN/BICYCLE RAILING, UNPAINTED (INCLUDING NECESSARY REMOVALS)	LF	13	80.00	\$1,040.00	\$25.00	\$325.00	\$130.00	\$1,690.00	\$105.00	\$1,365.00	\$125.00	\$1,625.00	\$162.00	\$2,106.00	\$130.85	\$1,701.05	\$112.98	\$1,468.68
25	CONCRETE SIDEWALK / TRAIL, 6"	SY	1950	60.00	\$117,000.00	\$15.00	\$29,250.00	\$80.00	\$158,000.00	\$33.00	\$64,350.00	\$45.00	\$87,750.00	\$54.00	\$105,300.00	\$46.15	\$89,992.50	\$45.53	\$88,773.75
26	TRAFFIC CONTROL	LS	1	15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$22,520.00	\$22,520.00	\$20,000.00	\$20,000.00	\$4,800.00	\$4,800.00	\$9,137.03	\$9,137.03	\$11,826.17	\$11,826.17
27	CONSTRUCTION MOBILIZATION/DEMobilIZATION	LS	1	100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$29,000.00	\$29,000.00	\$227,000.00	\$227,000.00	\$158,637.76	\$158,637.76	\$148,000.00	\$148,000.00	\$68,735.76	\$68,735.76	\$113,682.25	\$113,682.25
28	NATIVE SEEDING	AC	7.5	8,000.00	\$60,000.00	\$800.00	\$6,000.00	\$7,000.00	\$62,500.00	\$2,222.00	\$16,665.00	\$2,300.00	\$17,260.00	\$1,450.00	\$10,875.00	\$3,940.39	\$29,552.93	\$2,952.07	\$22,140.49
29	SHRUBS: WILLOW WHIP BUNDLES (3 CUTTINGS PER BUNDLE), INSTALLED	EA	490	20.00	\$9,800.00	\$11.00	\$5,390.00	\$7.50	\$3,675.00	\$46.00	\$22,540.00	\$37.00	\$18,130.00	\$43.00	\$21,070.00	\$26.93	\$13,195.70	\$28.57	\$14,000.12
30	TREES: COTTONWOOD POLES, INSTALLED	EA	68	100.00	\$6,800.00	\$25.00	\$1,700.00	\$25.00	\$1,700.00	\$54.00	\$3,672.00	\$185.00	\$12,580.00	\$50.00	\$3,400.00	\$63.46	\$4,316.64	\$67.08	\$4,561.44
31	TRANSPLANT EXISTING TREE (<4" CAL.), INCLUDING RELOCATION OF EXISTING IRRIGATION, AS NECESSARY	EA	1	1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,436.00	\$2,436.00	\$3,100.00	\$3,100.00	\$2,300.00	\$2,300.00	\$249.97	\$249.97	\$1,681.00	\$1,681.00
32	MANHOLE ADJUSTMENT	EA	2	600.00	\$1,200.00	\$500.00	\$1,000.00	\$900.00	\$1,800.00	\$1,420.00	\$2,840.00	\$900.00	\$1,800.00	\$854.00	\$1,708.00	\$315.06	\$630.16	\$814.85	\$1,629.69
33	STEEL TRASH RECEPTACLE, INSTALLED	EA	1	1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,100.00	\$2,100.00	\$1,398.00	\$1,398.00	\$1,850.00	\$1,850.00	\$1,900.00	\$1,900.00	\$1,023.32	\$1,023.32	\$1,461.89	\$1,461.89

BID ITEM NO.	SHORT DESCRIPTION	UNIT	QTY.	WESTON UNIT COST	WESTON TOTAL COST	St. Cloud UNIT COST	St. Cloud COST	RL Leader UNIT COST	RL Leader COST	AUI UNIT COST	AUI COST	Guzman UNIT COST	Guzman COST	Meridian UNIT COST	Meridian COST	Maxtek UNIT COST	Maxtek COST	Average	Average
																		Unit	Total
																		Cost	Cost
34	DOGGIE BAG DISPENSER, INSTALLED	EA	1	300.00	\$300.00	\$500.00	\$500.00	\$185.00	\$185.00	\$619.00	\$619.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$228.68	\$228.68	\$555.45	\$555.45
35	6' STEEL BENCH, INSTALLED	EA	1	2,500.00	\$2,500.00	\$750.00	\$750.00	\$3,750.00	\$3,750.00	\$2,909.00	\$2,909.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$1,680.49	\$1,680.49	\$2,548.25	\$2,548.25
36	ALUMINUM PANEL SIGN	SF	13.4	25.00	\$335.00	\$75.00	\$1,005.00	\$11.00	\$147.40	\$136.00	\$1,822.40	\$30.00	\$402.00	\$30.00	\$402.00	\$31.50	\$422.10	\$52.25	\$700.15
37	WOOD SIGN POST WITH STEEL BASE, INSTALLED	EA	2	750.00	\$1,500.00	\$150.00	\$300.00	\$115.00	\$230.00	\$389.00	\$778.00	\$820.00	\$1,240.00	\$450.00	\$900.00	\$223.51	\$447.02	\$324.59	\$649.17
38	RELOCATE EXISTING TRAIL SIGN	EA	1	200.00	\$200.00	\$150.00	\$150.00	\$150.00	\$150.00	\$494.00	\$494.00	\$310.00	\$310.00	\$285.00	\$285.00	\$414.38	\$414.38	\$300.58	\$300.58
39	CONST. STAKING BY CONTRACTOR	LS	1	50,000.00	\$50,000.00	\$7,300.00	\$7,300.00	\$45,000.00	\$45,000.00	\$15,947.00	\$15,947.00	\$48,500.00	\$48,500.00	\$24,000.00	\$24,000.00	\$40,067.59	\$40,067.59	\$30,135.77	\$30,135.77
40	POST-CONSTRUCTION PLANS (RECORD DRAWINGS)	LS	1	10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$2,706.00	\$2,706.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$3,800.68	\$3,800.68	\$6,217.76	\$6,217.76
41	IQC/QA TESTING ALLOWANCE	ALLOW	1	16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Subtotal					\$3,445,715.00		\$1,024,725.00		\$2,396,823.40		\$2,524,392.40		\$2,532,890.00		\$2,805,764.00		\$2,881,643.84		\$1,770,779.83
42	SUBSTITUTE TEXTURED MEGA-BLOCK SEGMENTED RETAINING WALL SYSTEM FOR GROUTED BOULDER BANK PROTECTION (BID ITEM 19), CIP (SHOW AS NEGATIVE NO.)	SF	12400	(20.00)	(\$248,000.00)	\$ (4.50)	\$ (55,800.00)	-\$9.75	(\$120,900.00)	\$38.00	\$471,200.00	\$ (36.75)	\$ (455,700.00)	\$33.00	\$409,200.00	\$16.88	\$209,312.00	\$4.61	\$57,164.00
43	ADDITIONAL WILLOW CUTTINGS, INSTALLED	EA	30	20.00	\$600.00	\$12.00	\$360.00	\$7.50	\$225.00	\$42.00	\$1,260.00	\$37.00	\$1,110.00	\$43.00	\$1,290.00	\$27.10	\$813.00	\$21.08	\$832.25
Subtotal Deductive Alternate					\$ (247,400.00)		\$ (55,440.00)		(\$120,675.00)		\$472,460.00		\$ (454,590.00)		\$410,490.00		\$210,125.00		\$57,796.25
BASE BID SUBTOTAL					\$ 3,445,715.00		\$1,024,725.00		\$2,396,823.40		\$2,524,392.40		\$2,532,890.00		\$2,805,764.00		\$2,881,643.84		\$1,770,779.83
DEDUCTIVE ALTERNATE SUBTOTAL					\$ (247,400.00)		\$ (55,440.00)		(\$120,675.00)		\$ 472,460.00		\$ (454,590.00)		\$ 410,490.00		\$ 210,125.00		\$ 57,796.25
SUBTOTAL, BASE BID LESS DEDUCTIVE ALTERNATE					\$ 3,198,315.00		\$969,285.00		\$2,276,148.40		\$2,996,852.40		\$2,078,300.00		\$3,216,254.00		\$3,091,768.84		\$1,828,576.08
				NMGRT @ 8.19%	\$ 261,862.04		\$ 79,360.21		\$ 186,359.65		\$ 245,367.29		\$ 170,160.81		\$ 263,330.80		\$ 253,138.57		\$ 149,714.67
GRAND TOTAL					\$3,460,177.04		\$1,048,645.21		\$2,462,808.05		\$3,242,219.69		\$2,248,460.81		\$3,479,584.80		\$3,344,807.41		\$1,978,290.75

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 500B

SANTA FE RIVER TRAIL CONSTRUCTION (PHASE 3)
AND RIVER CHANNEL IMPROVEMENTS

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

For the following:

PROJECT: Santa Fe River Trail Construction
(Phase 3) and River Channel
Improvements

PROJECT NO.: CIP # 500B

ENGINEER OF RECORD: Weston Solutions, Inc.
(or ARCHITECT OF RECORD) 5501 Jefferson NE, Suite 200
Albuquerque, NM 87109
(505) 243-7300

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 #500B – Santa Fe River Trail Construction (Phase 3) and River Channel Improvements. (Bid Number '11/24/B).

The work designated as Santa Fe River Trail Construction (Phase 3) and River Channel Improvements, consists of, but is not limited to: excavation, hauling, grading and drainage, base preparation, trail and guardrail construction, concrete and asphalt paving, installation of site furnishings and signage, planting, landscaping, earthworks, rock works, masonry and other work as described in the project construction documents and specifications.

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. Substantial Completion shall be achieved no later than two hundred and ten (210) calendar days after the date of 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 additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of two million, five hundred and ninety-three thousand and nine dollars and twenty-two cents (\$2,593,009.22).

The Contract Sum is determined as follows:

Base Bid	\$	2,396,773.40
Gross Receipts Tax (8.1875%)	\$	196,235.82
Base Bid plus NMGRT	\$	2,593,009.22

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
Roadway and Trails Engineering Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR

RL Leeder Company
P.O. Box 15147
Santa Fe, NM 87507

New Mexico License # 83147

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 RFB

GENO ZAMORA, CITY ATTORNEY

APPROVED:

KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item

CONTRACTOR:

Name of Contractor

By: _____
Print Name of Signer, Title

Signature and Date

NM Taxation & Revenue CRS No.

City of Santa Fe Business Reg. No.



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 | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | |

2 Name of Contractor RL Leeder Company

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$2,593,009.22

Termination Date: December 31, 2011

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Construction, Santa Fe River Trail and Channel Improvements, CIP #500B.

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: NA

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

Amount \$ 2,593,009.22 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: ~~\$~~ \$2,593,009.22



**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

6 **Procurement History:** Original contract based upon Bid #11/24/B
example: (First year of 4 year contract)

7 **Funding Source:** State Grants and Parks Bond trail funds **BU/Line Item:** 32755 and 426006/572970

8 **Any out-of-the ordinary or unusual issues or concerns:**
See attached memo.
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # 955 6840

Division Contract Administrator: Sarah Yuma *Sy*

Division Director: Eric Martinez *EM*

Department Director: Isaac J. Pino, PE *Isaac J. Pino*

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

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Competitive bid process

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

13 **Describe service impact from an ongoing commitment to the contractor:** NA

14 **Why staff cannot perform the work?:** Contract for construction with licensed general contractor

15 **If extending contract, why?:** NA

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes.

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

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

To be recorded by City Clerk:

Contract # _____

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