

**ACTION SHEET
CITY COUNCIL MEETING OF 10/27/10
ITEM FROM FINANCE COMMITTEE MEETING OF 10/18/10**

ISSUE:

9. REQUEST FOR APPROVAL OF CHANGE ORDER NO. 5 – ST. FRANCIS CROSSING FROM ACEQUIA TRAIL TO RAILYARD; A.S. HORNER, INC. (LEROY PACHECO)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of change order no. 5 for St. Francis crossing from Acequia Trail to Railyard with A.S. Horner, Inc in the amount of \$154,582.09 including gross receipts tax. Budget is available in trails fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

DISK fc1/fcmissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
TUESDAY, OCTOBER 12, 2010**

ITEM 11

REQUEST FOR APPROVAL OF THE RECOMMENDATION OF AWARD AND APPROVAL OF CHANGE ORDER NO. 5 FOR CONSTRUCTION OF CIP PROJECT 859A – ST. FRANCIS AT-GRADE CROSSING FROM THE ACEQUIA TRAIL TO THE RAILYARD UNDER BID NUMBER 07-57-B – CITY COUNCIL APPROVED AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES WITH AS HORNER, INC. IN THE AMOUNT OF \$154,582.09, INCLUSIVE OF NMGR (LEROY PACHECO)

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

DATE: October 1, 2010

TO: Public Works Committee

VIA: 
Isaac J. Pino, PE - Public Works Department Director
Eric Martinez, PE - Interim Roadway & Trails Engineering Division Director 

FROM: Leroy N. Pacheco - PE River, Watershed & Trails Section Supervisor 

ITEM & ISSUE:

RECOMMENDATION OF AWARD AND APPROVAL OF CHANGE ORDER #5 FOR CONSTRUCTION OF CIP 859 A – ST. FRANCIS CROSSING FROM ACEQUIA TRAIL TO RAILYARD UNDER BID NUMBER ‘07/57/B – CITY COUNCIL APPROVED AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES WITH AS HORNER, INC. IN THE AMOUNT OF \$154,582.09 (INCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX)

BACKGROUND & SUMMARY:

On July 11, 2007, the city council approved Bid 07/57/B with A.S. Horner, Inc. of Albuquerque, New Mexico for on-call construction services on city public works contracts. The attached on-call construction services contract was approved for an amount not to exceed \$2,490,600.00 and expires on July 11, 2011. To date this contract has been executed for work on the Acequia Trail in the amount of \$1,289,266.16

Attached is A.S. Horner’s proposal to construct CIP 859A – St. Francis Crossing from the Acequia Trail to the Railyard, for a total of \$142,883.50 plus tax. The proposal includes items related to the project that need to be contracted under change order to the existing on-call agreement. These items include specialized traffic control items for working nearby the railroad and that are not included in the original on-call services contract.

The Acequia Trail is a 1.95 mile non-motorized urban trail that extends from Otowi Street to St. Francis Drive along a densely populated residential area. This at-grade crossing will improve the integration of the Acequia Trail and the Rail Trail at the signalized intersection of Cerrillos Road and St. Francis Drive.

Funds for this project are available and budgeted in business unit 32803.572970.

RECOMMENDED ACTION:

The Public Works Department recommends approval of the award of this project to A.S. Horner, Inc. under the terms of the approved on-call construction services contract bid 07/57/B, and approval of change order #5 as described in the attached bid tabulations, for a total amount of \$154,582.09 including NMGR.T.

Attachments: Project Change Order Summary Form
Location Map
Approved On-Call Construction Agreement

**CITY OF SANTA FE
ENGINEERING DIVISION
PROJECT CHANGE ORDER**

TO: AS Horner Inc.
P.O. Box 9105
Albuquerque, NM 87119

Change No. Five
Project No.: CIP # 438A
Project Name: On Call Construction Services Bid No. 07/57/B
For the Acequia Trail - Baca Well Site Connection

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

INCREASE:	(See attached Estimate Comparison for breakdown)	
Existing On-Call Contract Bid Items		\$ 83,061.00
Contract Bid Items added by Change Orders 1,2,3		\$ 12,297.50
Additional Items - not part of original on-call agreement or CO's		<u>\$ 47,525.00</u>

REDUCTION:

Reduced Quantities (See attached breakdown)		\$ -
	Net Change	<u>\$ 142,883.50</u>
Liquidated Damages		
	SUB-TOTAL	<u>\$ 142,883.50</u>
	NMGRT	<u>\$ 11,698.59</u>
	TOTAL CHANGE ORDER	<u>\$ 154,582.09</u>

JUSTIFICATION:

Change order #5 will provide trail construction for extension of the Acequia Trail to the Railyard
Contract Time Adjustments:

60 Working Days will be 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: AS Horner

Dirk Holtman, Vice-President

Signed _____

Date _____

Recommended _____ 2010

Recommended _____ 2010

Recommended _____ 2010

Recommended _____ 2010

Attest _____ 2010

PUBLIC WORKS ENGINEER
Asa J. Piers

PUBLIC WORKS DEPARTMENT DIRECTOR

FINANCE DEPARTMENT DIRECTOR

MAYOR OR CITY MANAGER

CITY CLERK



City of Santa Fe On Call



To: City of Santa Fe
Attn: Leroy Pacheco
Contract #: 505-955-6853

Date: 9/23/10
From: P.O. Box 9105
Albuquerque, NM 87119

Project: Acequia Trail - ST FRANCIS CROSSING

Engineer's Estimate A. S. Horner, Inc.

Table with columns: BID ITEM, COSF ITEM NO., SHORT DESCRIPTION, ESTIMATED QUANTITY, U.M., UNIT PRICE, TOTAL, UNIT PRICE, TOTAL. Contains 39 line items for construction work.

Summary table with columns: ON CALL CONTRACT PRICING, WORK ORDER SUBTOTAL, GRT (8.1875%), WORK ORDER TOTAL. Values: \$130,911.50, \$142,883.50, \$11,698.59, \$154,582.09.

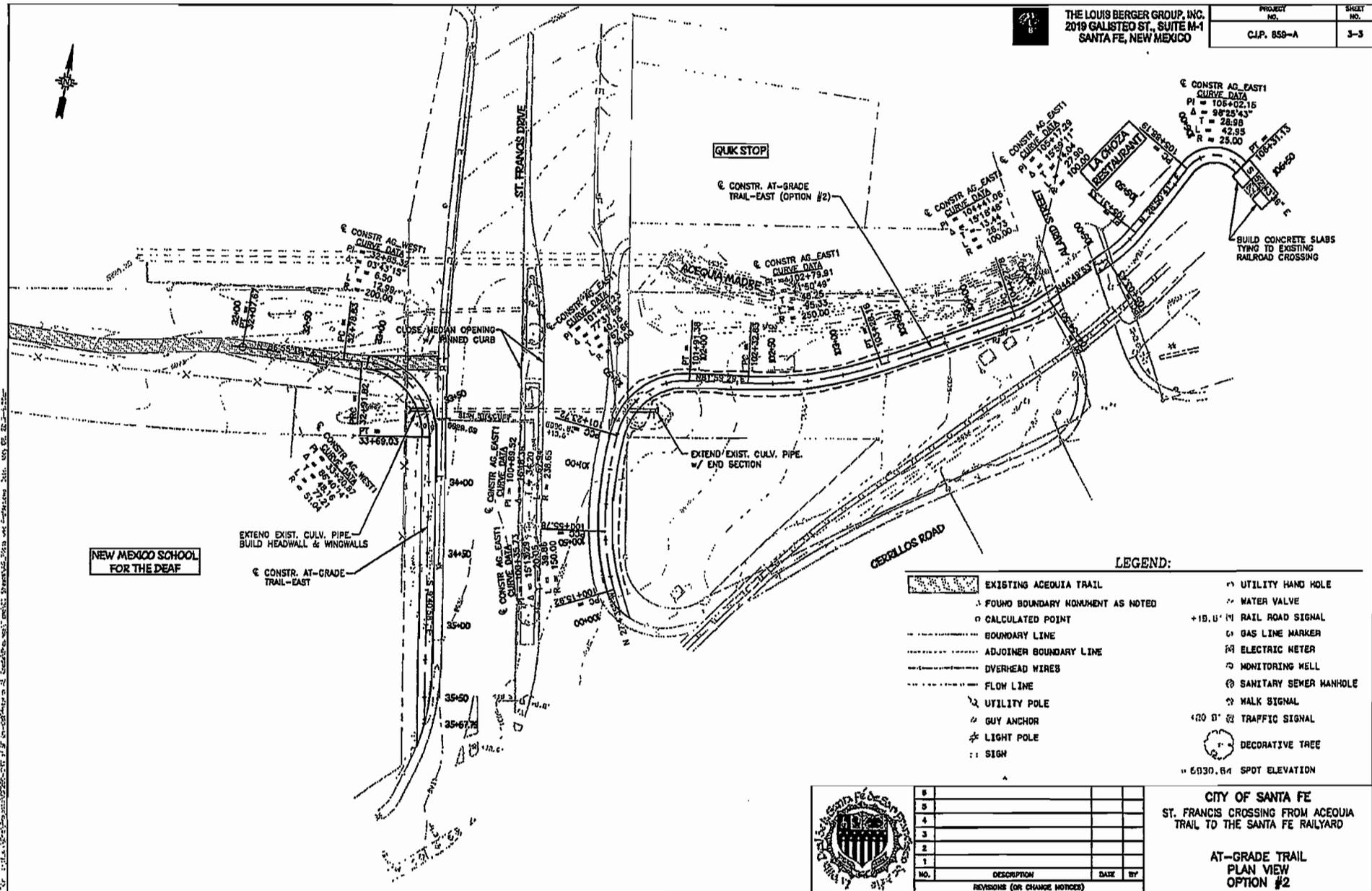
City of Santa Fe, New Mexico:
120 Federal Place, Santa Fe, NM 87504

A.S. Horner Incorporated:
PO Box 9105, Albuquerque, NM 87119

(Name & Signature)

(Date)

(Name & Signature)



LEGEND:

- | | | | |
|--|----------------------------------|--|------------------------|
| | EXISTING ACEQUIA TRAIL | | UTILITY HAND HOLE |
| | FOUND BOUNDARY MONUMENT AS NOTED | | WATER VALVE |
| | CALCULATED POINT | | RAIL ROAD SIGNAL |
| | BOUNDARY LINE | | GAS LINE MARKER |
| | ADJOINER BOUNDARY LINE | | ELECTRIC METER |
| | OVERHEAD WIRES | | MONITORING WELL |
| | FLOW LINE | | SANITARY SEWER MANHOLE |
| | UTILITY POLE | | WALK SIGNAL |
| | GUY ANCHOR | | TRAFFIC SIGNAL |
| | LIGHT POLE | | DECORATIVE TREE |
| | SIGN | | SPOT ELEVATION |



6			
5			
4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			

CITY OF SANTA FE
ST. FRANCIS CROSSING FROM ACEQUIA TRAIL TO THE SANTA FE RAILYARD

AT-GRADE TRAIL PLAN VIEW OPTION #2

**CITY OF SANTA FE
AMENDMENT No. 2 TO
ON-CALL CONSTRUCTION SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE ON-CALL CONSTRUCTION SERVICES AGREEMENT, dated July 11, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and A.S. Horner, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

- A. Under the terms of the Agreement, Contractor has agreed to provide on-call construction services to the City.**
- B. Amendment No. 1 to this Agreement was approved by the City of Santa Fe on August 4, 2009 to extend the term of the agreement by one (1) year with the option to extend an additional year, by mutual agreement of all parties at the same price, terms and conditions.**
- C. Pursuant to Article 4, Section A of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:**

1. CONTRACT TERM

Article 4 A of the Agreement is amended to extend the term of the Agreement, so that Article 4 A reads in its entirety as follows:

The term of this agreement shall be extended by one year, by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions, and per this Amendment #2, shall terminate on July 11, 2011, unless terminated pursuant to Article 5 infra. This agreement shall not exceed four (4) years beyond the original agreement dated July 11, 2007.

2. AGREEMENT IN FULL FORCE.

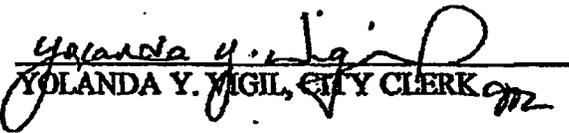
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe On-Call Construction Services Agreement as of the dates set forth below.

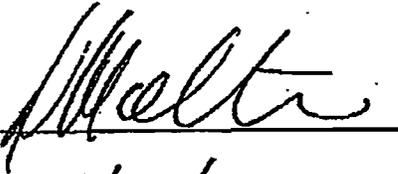
CITY OF SANTA FE:

By: 
ROBERT ROMERO, CITY MANAGER
Date: 4-23-10

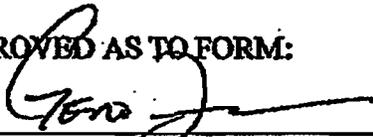
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:

By: 
Date: 4/29/2010

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY

APPROVED:


KATHRYN RAVELING, FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2009PRODUCER (303)798-2534 FAX: (303)798-2536
Lautenbach Insurance Agency, LLC
5721 S. Nevada St.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Littleton CO 80120

INSURED
A. S. Korner, Inc.
PO Box 9105

Albuquerque NM 87119

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Mountain States Ins. Group

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPZ 0069122	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP 0069123	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	NCV 0069124	01/01/2010	01/01/2011	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured.

Re: On Call Construction Services

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Fred Lautenbach/JENNACORD 25 (2009/01)
INS025 (2009/01)

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ITEM # 09-0734

AUG 05 2009

Received

**CITY OF SANTA FE
AMENDMENT No. 1 TO
ON-CALL CONSTRUCTION SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE ON-CALL CONSTRUCTION SERVICES AGREEMENT, dated July 11, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and A.S. Horner, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide on-call construction services to the City.

B. Pursuant to Article 4, Section A of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. CONTRACT TERM.

Article 4, paragraph A of the Agreement is amended to extend the term of the Agreement, so that Article 4, paragraph A reads in its entirety as follows:

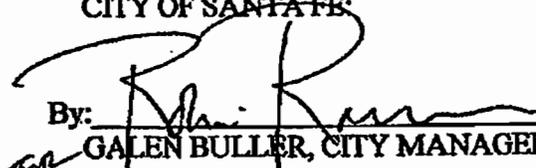
A. The term of this agreement shall be extended by one (1) year with the option to extend an additional year, by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions, and per this Amendment #1, shall terminate on July 11, 2010, unless terminated pursuant to Article 5 infra. This agreement shall not exceed four (4) years beyond the original agreement dated July 11, 2007.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe On-Call Construction Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: 
GALEN BULLER, CITY MANAGER
Date: 8.4.09

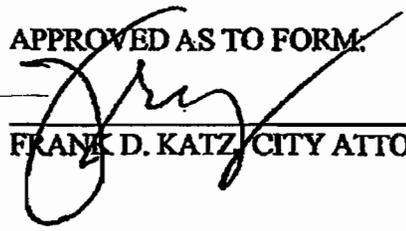
ATTEST:


for YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
A.S. Horner, Inc.

By: 
Date: 8-5-09

APPROVED AS TO FORM.


FRANK D. KATZ, CITY ATTORNEY

NM Taxation & Revenue No.
01-604766-004

City of Santa Fe Business Reg.
09-40822

APPROVED:


DAVID N. MILLICAN, FINANCE DIRECTOR



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98165

No. 10343

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****FRED LAUTENBACH; SUZANNE R. MULLER; NATHANAEL A. MEYERS; SHARON L. DISTERLIC; Littleton, Colorado*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of January, 2005

Christine Mead

CHRISTINE MEAD, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument denoting such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
 - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 - (iii) Certifying that said power-of-attorney appointment is in full force and effect,
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of July, 2007



Christine Mead

CHRISTINE MEAD, SECRETARY

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2008

PRODUCER (303)798-2534 FAX: (303)798-2536
Lautenbach Insurance Agency, LLC
5721 S. Nevada St.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Littleton CO 80120

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
A. S. Horner, Inc.
PO Box 9105

INSURER A: Mountain States Ins.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Albuquerque NM 87119

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CZF 0069122	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ZAF 0069123	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV 0069124	01/01/2009	01/01/2010	<input checked="" type="checkbox"/> WC STATIL-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured.

Re: On Call Construction Services

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Fred Lautenbach/JENN

B.1 Construction Agreement

(Revised 4/24/2000)
 THIS AGREEMENT dated July 11, 2007, 2007, is made and entered into by and between the City of Santa Fe, a New Mexico municipal corporation, hereinafter called the "City" and A.S. Horner, Inc. hereinafter called the "Contractor" for construction of On Call Construction Services.

The City and the Contractor agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of these Contract Documents, including the following documents:
 - a) Agreement (this instrument);
 - b) Addenda to Contract Documents, if any;
 - c) Legal and Procedural Documents;
 1. Bid Form;
 2. Information for Bidders;
 3. Advertisement inviting bids dated Monday, June 4, 2007;
 - d) Supplemental General Provisions;
 - e) Special Provisions;
 - f) Supplemental Specifications;
 - g) Bonds;
 1. Performance Bond;
 2. Labor and Material Payment Bond;
 3. Bid Guarantee;
 - h) The "New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2000";
 - i) The "New Mexico Standard Specifications for Public Works Construction, 1987 Edition";
 - j) Plans and Drawings;
 - k) Everything else bound in these documents;
 - l) The sequence of construction and traffic control plan.
2. There is one (1) original signed copy of this agreement.
3. Compensation: Base Bid Amount (Best & Final Offer): \$2,490,600.00 to which applicable New Mexico Gross Receipt Taxes will be added. Total Compensation under this contract is not to exceed \$2,500,000, excluding New Mexico Gross Receipt Taxes.
4. A. Contract Term: The term of this agreement shall be two (2) years from date of award with the option to extend for a period of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions. This agreement shall not exceed four (4) years.
 B. Task Completion Time: The day count for all work will be assigned by the Project Engineer on a task by task basis. If the day count is not met the Contractor shall be assessed liquidated damages for each consecutive Calendar

Day in excess of the completion date in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

- 5. The terms of this agreement are contingent upon sufficient appropriations and authorizations being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 6. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 7. The Contractor shall indemnify, hold harmless and defend the City from all losses damages, claims or judgments, including payments of all attorneys' fees and cost on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.
- 8. 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 sovereign immunity, do not waive any defense and 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.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR
A.S. Hornér, Inc.

CITY OF SANTA FE
SANTA FE, NEW MEXICO

By [Signature]
Title President

By [Signature]
David Coss, Mayor

And

ATTEST: (Seal)

By N/A
Title _____

[Signature]
Yolanda Y. Vigil, City Clerk
certified 7/11/07

APPROVED AS TO FORM:

2581: GA98, GB98, GF98, MM98
N.M. Contractor's License No. & Type

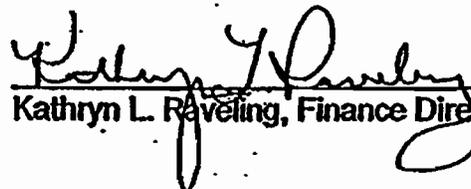
01-604766-004
N.M. Taxation & Revenue CRS #

07-13887
City of Santa Fe Business Registration #



Frank D. Katz, City Attorney

APPROVED:



Kathryn L. Raveling, Finance Director

B.2 Performance Bond

A. KNOW ALL MEN BY THESE PRESENTS, that

A. S. Horner, Inc. P. O. Box 9105 Albuquerque, NM 87119
(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and

Safeco Insurance Company of America
(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of Two Million Four Hundred Ninety Thousand Six Hundred and no/100th DOLLARS, (\$ 2,490,600.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 2007, entered into a contract with the City of Santa Fe for On Call Construction Services in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

a. Complete the contract in accordance with its terms and conditions or;

b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any

amendments thereto, less the amount properly paid by City to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

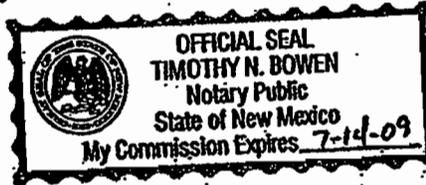
SIGNED AND SEALED ON July 12, 2007.

Tim Bowen

Notary Public

My Commission Expires:

7-14-09



A. S. Horner, Inc.
Contractor - Principal

By: *[Signature]*

Title: Dirk Holtman, Vice President

Approved as to form:

Safeco Insurance Company of America
Surety

[Signature]

Title: Fred Lautenbach, Attorney-in-fact

Countersigned:

[Signature]

Surety's Authorized New Mexico Agent
Fred Lautenbach



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 10343

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint
*****FRED LAUTENBACH; SUZANNE R. MULLER; NATHANAEL A. MEYERS; SHARON L. DISTERLJC; Littleton, Colorado*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of January, 2005

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of July, 2007



CHRISTINE MEAD, SECRETARY

B.3 Labor and Material Payment Bond

Bond No. 6491283

A. KNOW ALL MEN BY THESE PRESENTS, that

A. S. Horner, Inc. P. O. Box 9105 Albuquerque, NM. 87119

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and

Safeco Insurance Company of America

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of **Two Million**

red Ninety Thousand Six Hundred and no/100's DOLLARS, (\$ 2,490,600.00)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated _____, 2007, entered into a contract with the City of Santa Fe for On Call Construction Services in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, than this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the

amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

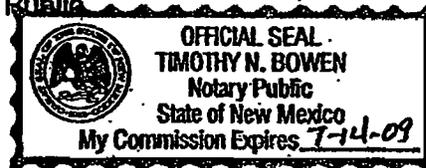
SIGNED AND SEALED ON July 12, 2007.

In presence of:

Tim Bowen
Notary Public

My Commission Expires:

7-14-09



A. S. Horner, Inc.
Name of Company

By: [Signature]

Title: Dirk Holtman, Vice President

Safeco Insurance Company of America
Surety

By: 

Title: Fred Lautenbach, Attorney-in-fact

Countersigned:



Surety's Authorized New Mexico Agent

Fred Lautenbach

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 10343

IOW ALL BY THESE PRESENTS:

at SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each rebly appoint
*****FRED LAUTENBACH; SUZANNE R. MULLER; NATHANAEL A. MEYERS; SHARON L. DISTERLIC; Littleton, Colorado*****

true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar aracter issued in the course of its business, and to bind the respective company thereby.

WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and ested these presents

this 11th day of January, 2005

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

rticle V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that rpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with thority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its isiness... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, wever, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

in any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

e signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify at the foregoing edtracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, e true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

I WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of July, 2007



CHRISTINE MEAD, SECRETARY

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2008

PRODUCER (303)798-2534 FAX: (303)798-2536
Lautenbach Insurance Agency, LLC
5721 S. Nevada St.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Littleton CO 80120

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

A. S. Horner, Inc.
PO Box 9105

INSURER A: Mountain States Ins.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Albuquerque NM 87119

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CZF 0069122	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	BAP 0069123	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV 0069124	01/01/2009	01/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured.

Re: On Call Construction Services

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Fred Lautenbach/JENN

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

A.5 Bid Form

**CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER**

FROM: A.S. Horner, Inc.

hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY".

Bid For: On Call Construction Services

Bid No. '07/57/B

1. The bidders have familiarized themselves with the existing conditions of the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
201000 1	15	0	Clearing & Grubbing <i>Unit Bid Price Written in WORDS:</i>	ALLOWANCE <i>Unit Bid Price Written in NUMBERS:</i>	\$ 30,000.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Thirty Thousand Dollars and No Cents	\$ 30,000.00	\$ 30,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
203000 2	15	80	Unclassified Excavation <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written in NUMBERS:</i>	1,200.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Twenty Dollars and No Cents	\$ 20.00	\$ 24,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
203100 3	15	150	Borrow <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written in NUMBERS:</i>	2,250.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Twenty Dollars and No Cents	\$ 20.00	\$ 45,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
203200 4	10	25	Subexcavation <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written in NUMBERS:</i>	250.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Twenty Dollars and No Cents	\$ 20.00	\$ 5,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
207000 5	15	200	Subgrade Preparation <i>Unit Bid Price Written in WORDS:</i>	SY <i>Unit Bid Price Written in NUMBERS:</i>	3,000.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Five Dollars and No Cents	\$ 5.00	\$ 15,000.00
			<i>Dollars and Cents</i>		<i>Dollars and Cents</i>
210000 6	2	20	Excavation and Backfill For Major Structures <i>Unit Bid Price Written in WORDS:</i>	CY <i>Unit Bid Price Written in NUMBERS:</i>	40.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Ninety Dollars and No Cents	\$ 90.00	\$ 3,600.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
303000 7	10	500	Base Course <i>Unit Bid Price Written in WORDS:</i>	TON <i>Unit Bid Price Written in NUMBERS:</i>	5,000.00 <i>Total Item Bid Amount Written in NUMBERS</i>
			Twenty Five Dollars and No Cents	\$ 25.00	\$ 125,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
404500 8	15	150	Open Graded Friction Course <i>Unit Bid Price Written In WORDS:</i> Six Dollars and No Cents <i>Dollars and Cents</i>	SY <i>Unit Bid Price Written In NUMBERS:</i> \$ 6.00	2,250.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 13,500.00 <i>Dollars and Cents</i>
407000 9	10	1	Bituminous Material for Tack Coat <i>Unit Bid Price Written In WORDS:</i> Seven Hundred Fifty Dollars and No Cents <i>Dollars and Cents</i>	TON <i>Unit Bid Price Written In NUMBERS:</i> \$ 750.00	10.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 7,500.00 <i>Dollars and Cents</i>
414000 10	5	10000	Cold Milling (Bituminous) <i>Unit Bid Price Written In WORDS:</i> Five Dollars and No Cents <i>Dollars and Cents</i>	SY-IN <i>Unit Bid Price Written In NUMBERS:</i> \$ 5.00	50,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 250,000.00 <i>Dollars and Cents</i>
416000 11	15	100	Minor Paving <i>Unit Bid Price Written In WORDS:</i> Twenty Five Dollars and No Cents <i>Dollars and Cents</i>	SY <i>Unit Bid Price Written In NUMBERS:</i> \$ 25.00	1,500.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 37,500.00 <i>Dollars and Cents</i>
422282 12	15	250	PMBP SP-III Complete <i>Unit Bid Price Written In WORDS:</i> Ninety Dollars and No Cents <i>Dollars and Cents</i>	TON <i>Unit Bid Price Written In NUMBERS:</i> \$ 90.00	3,750.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 337,500.00 <i>Dollars and Cents</i>
511000 13	15	2	Structural Concrete, Class A <i>Unit Bid Price Written In WORDS:</i> Eight Hundred Fifty Dollars and No Cents <i>Dollars and Cents</i>	CY <i>Unit Bid Price Written In NUMBERS:</i> \$ 850.00	30.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 25,500.00 <i>Dollars and Cents</i>
515000 14	3	5	Reinforced Concrete for Minor Structures <i>Unit Bid Price Written In WORDS:</i> One Thousand Dollars and No Cents <i>Dollars and Cents</i>	CY <i>Unit Bid Price Written In NUMBERS:</i> \$ 1,000.00	15.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 15,000.00 <i>Dollars and Cents</i>

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
516000 15	3	10	Flowable Fill <i>Unit Bid Price Written In WORDS:</i> Two Hundred Dollars and No Cents <i>Dollars and Cents</i>	CY <i>Unit Bid Price Written In NUMBERS:</i> \$ 200.00 <i>Dollars and Cents</i>	30.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 6,000.00 <i>Dollars and Cents</i>
540060 16	15	500	Reinforcing Bars Grade 60 <i>Unit Bid Price Written In WORDS:</i> Two Dollars and No Cents <i>Dollars and Cents</i>	LB <i>Unit Bid Price Written In NUMBERS:</i> \$ 2.00 <i>Dollars and Cents</i>	7,500.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 15,000.00 <i>Dollars and Cents</i>
541200 17	5	300	Structural Steel for Misc Structures <i>Unit Bid Price Written In WORDS:</i> Six Dollars and No Cents <i>Dollars and Cents</i>	LB <i>Unit Bid Price Written In NUMBERS:</i> \$ 6.00 <i>Dollars and Cents</i>	1,500.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 9,000.00 <i>Dollars and Cents</i>
543100 18	2	600	Metal Railing, Pedestrian <i>Unit Bid Price Written In WORDS:</i> One Hundred Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 100.00 <i>Dollars and Cents</i>	1,200.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 120,000.00 <i>Dollars and Cents</i>
570018 19	5	20	18" Culvert Pipe <i>Unit Bid Price Written In WORDS:</i> One Hundred Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 100.00 <i>Dollars and Cents</i>	100.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 10,000.00 <i>Dollars and Cents</i>
570024 20	5	20	24" Culvert Pipe <i>Unit Bid Price Written In WORDS:</i> One Hundred Twenty Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 120.00 <i>Dollars and Cents</i>	100.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 12,000.00 <i>Dollars and Cents</i>
570025 21	2	1	24" Culvert Pipe End Section <i>Unit Bid Price Written In WORDS:</i> Six Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 600.00 <i>Dollars and Cents</i>	2.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 1,200.00 <i>Dollars and Cents</i>

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprpx. Quantity
570030 22	5	20	30" Culvert Pipe <i>Unit Bid Price Written In WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	100.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			One Hundred Forty Dollars and No Cents <i>Dollars and Cents</i>	\$ 140.00 <i>Dollars and Cents</i>	\$ 14,000.00 <i>Dollars and Cents</i>
570031 23	2	1	30" Culvert Pipe End Section <i>Unit Bid Price Written In WORDS:</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i>	2.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Seven Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 700.00 <i>Dollars and Cents</i>	\$ 1,400.00 <i>Dollars and Cents</i>
570036 24	5	20	36" Culvert Pipe <i>Unit Bid Price Written In WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	100.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			One Hundred Sixty Dollars and No Cents <i>Dollars and Cents</i>	\$ 160.00 <i>Dollars and Cents</i>	\$ 16,000.00 <i>Dollars and Cents</i>
570037 25	2	1	36" Culvert Pipe End Section <i>Unit Bid Price Written In WORDS:</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i>	2.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			One Thousand Dollars and No Cents <i>Dollars and Cents</i>	\$ 1,000.00 <i>Dollars and Cents</i>	\$ 2,000.00 <i>Dollars and Cents</i>
601000 26	15	1/15	Removal of Structures and Obstructions <i>Unit Bid Price Written In WORDS:</i>	ALLOWANCE <i>Unit Bid Price Written In NUMBERS:</i>	\$ 120,000.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			One Hundred Twenty Thousand Dollars and No Cents <i>Dollars and Cents</i>	\$ 120,000.00 <i>Dollars and Cents</i>	\$ 120,000.00 <i>Dollars and Cents</i>
601110 27	15	500	Removal of Surfacing <i>Unit Bid Price Written In WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	7,500.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Seven Dollars and No Cents <i>Dollars and Cents</i>	\$ 7.00 <i>Dollars and Cents</i>	\$ 52,500.00 <i>Dollars and Cents</i>
602000 28	5	20	Riprap Class A <i>Unit Bid Price Written In WORDS:</i>	CY <i>Unit Bid Price Written In NUMBERS:</i>	100.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 300.00 <i>Dollars and Cents</i>	\$ 30,000.00 <i>Dollars and Cents</i>

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprpx. Quantity
602200 29	2	18	Gabions Unit Bid Price Written In WORDS: Four Hundred Fifty Dollars and No Cents Dollars and Cents	CY Unit Bid Price Written In NUMBERS: \$ 450.00 Dollars and Cents	36.00 Total Item Bid Amount Written In NUMBERS \$ 16,200.00 Dollars and Cents
603200 30	10	750	Silt Fence Unit Bid Price Written In WORDS: Five Dollars and No Cents Dollars and Cents	LF Unit Bid Price Written In NUMBERS: \$ 5.00 Dollars and Cents	7,500.00 Total Item Bid Amount Written In NUMBERS \$ 37,500.00 Dollars and Cents
606000 31	5	200	Metal Barrier W-Beam Unit Bid Price Written In WORDS: Forty Dollars and No Cents Dollars and Cents	LF Unit Bid Price Written In NUMBERS: \$ 40.00 Dollars and Cents	1,000.00 Total Item Bid Amount Written In NUMBERS \$ 40,000.00 Dollars and Cents
606010 32	2	100	Metal Barrier Thrie Beam Unit Bid Price Written In WORDS: Sixty Five Dollars and No Cents Dollars and Cents	LF Unit Bid Price Written In NUMBERS: \$ 65.00 Dollars and Cents	200.00 Total Item Bid Amount Written In NUMBERS \$ 13,000.00 Dollars and Cents
606050 33	4	2	Metal Barrier End Treatment Unit Bid Price Written In WORDS: Two Thousand Eight Hundred Dollars and No Cents Dollars and Cents	EACH Unit Bid Price Written In NUMBERS: \$ 2,800.00 Dollars and Cents	8.00 Total Item Bid Amount Written In NUMBERS \$ 22,400.00 Dollars and Cents
606100 34	4	1	Metal Barrier End Trtmnt (Anchrg) Type A Unit Bid Price Written In WORDS: One Thousand One Hundred Dollars and No Cents Dollars and Cents	EACH Unit Bid Price Written In NUMBERS: \$ 1,100.00 Dollars and Cents	4.00 Total Item Bid Amount Written In NUMBERS \$ 4,400.00 Dollars and Cents
606610 35	5	150	Temp CWB Retained by the Contractor Unit Bid Price Written In WORDS: Forty Dollars and No Cents Dollars and Cents	LF Unit Bid Price Written In NUMBERS: \$ 40.00 Dollars and Cents	750.00 Total Item Bid Amount Written In NUMBERS \$ 30,000.00 Dollars and Cents

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
608004 36	15	300	Concrete Sidewaik 4" <i>Unit Bid Price Written In WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	4,500.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Forty Dollars and No Cents <i>Dollars and Cents</i>	\$ 40.00 <i>Dollars and Cents</i>	\$ 180,000.00 <i>Dollars and Cents</i>
608106 37	15	5	Drive Pad 6" <i>Unit Bid Price Written In WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	75.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			One Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 100.00 <i>Dollars and Cents</i>	\$ 7,500.00 <i>Dollars and Cents</i>
608204 38	10	200	Concrete Median Pavement 4" <i>Unit Bid Price Written In WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	2,000.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Forty Five Dollars and No Cents <i>Dollars and Cents</i>	\$ 45.00 <i>Dollars and Cents</i>	\$ 90,000.00 <i>Dollars and Cents</i>
608404 39	10	50	Concrete Med Pvmt 4" (Cold & Patn) <i>Unit Bid Price Written In WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	500.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Seventy Five Dollars and No Cents <i>Dollars and Cents</i>	\$ 75.00 <i>Dollars and Cents</i>	\$ 37,500.00 <i>Dollars and Cents</i>
609318 40	15	80	Concrete Mountable Curb & Gutter 6" x 18" <i>Unit Bid Price Written In WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	1,200.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Twenty Two Dollars and No Cents <i>Dollars and Cents</i>	\$ 22.00 <i>Dollars and Cents</i>	\$ 26,400.00 <i>Dollars and Cents</i>
609324 41	15	320	Concrete Mountable Curb & Gutter 6" x 24" <i>Unit Bid Price Written In WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	4,800.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Twenty Two Dollars and No Cents <i>Dollars and Cents</i>	\$ 22.00 <i>Dollars and Cents</i>	\$ 105,600.00 <i>Dollars and Cents</i>
609600 42	10	50	Concrete Valley Gutter (6" x Variable Width) <i>Unit Bid Price Written In WORDS:</i>	SY <i>Unit Bid Price Written In NUMBERS:</i>	500.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Ninety Dollars and No Cents <i>Dollars and Cents</i>	\$ 90.00 <i>Dollars and Cents</i>	\$ 45,000.00 <i>Dollars and Cents</i>

On Call Construction Services

RFB 07/15/18

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
609706 43	15	40	Concrete Laydown Curb 6" <i>Unit Bid Price Written In WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	600.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Twenty Six Dollars and No Cents <i>Dollars and Cents</i>	\$ 26.00 <i>Dollars and Cents</i>	\$ 15,600.00 <i>Dollars and Cents</i>
621000 44	15	65	Mobilization <i>Unit Bid Price Written In WORDS:</i>	MILE <i>Unit Bid Price Written In NUMBERS:</i>	975.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Ten Dollars and No Cents <i>Dollars and Cents</i>	\$ 10.00 <i>Dollars and Cents</i>	\$ 9,750.00 <i>Dollars and Cents</i>
623000 45	3	2	MDI Type I (Urban) H=0'0" to 3'0" <i>Unit Bid Price Written In WORDS:</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i>	6.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Three Thousand Eight Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 3,800.00 <i>Dollars and Cents</i>	\$ 22,800.00 <i>Dollars and Cents</i>
623044 46	3	2	MOD Med DI TI (Valley/U) H=0'0" to 3'0" <i>Unit Bid Price Written In WORDS:</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i>	6.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Three Thousand Eight Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 3,800.00 <i>Dollars and Cents</i>	\$ 22,800.00 <i>Dollars and Cents</i>
623311 47	4	2	CDI Type I-B to 4' <i>Unit Bid Price Written In WORDS:</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i>	8.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Four Thousand Two Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 4,200.00 <i>Dollars and Cents</i>	\$ 33,600.00 <i>Dollars and Cents</i>
632000 48	3	1	Class A Seeding <i>Unit Bid Price Written In WORDS:</i>	ACRE <i>Unit Bid Price Written In NUMBERS:</i>	3.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Two Thousand Eight Hundred Dollars and No Cents <i>Dollars and Cents</i>	\$ 2,800.00 <i>Dollars and Cents</i>	\$ 8,400.00 <i>Dollars and Cents</i>
632410 49	10	100	Wattles <i>Unit Bid Price Written In WORDS:</i>	LF <i>Unit Bid Price Written In NUMBERS:</i>	1,000.00 <i>Total Item Bid Amount Written In NUMBERS</i>
			Five Dollars and No Cents <i>Dollars and Cents</i>	\$ 5.00 <i>Dollars and Cents</i>	\$ 5,000.00 <i>Dollars and Cents</i>

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
662000 50	2	1	Manhole Type C-4' DIA 0' to 6'DP <i>Unit Bid Price Written In WORDS:</i> Four Thousand Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 4,000.00 <i>Dollars and Cents</i>	2.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 8,000.00 <i>Dollars and Cents</i>
662400 51	3	1	Manhole Adjustment <i>Unit Bid Price Written In WORDS:</i> Six Hundred Fifty Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 650.00 <i>Dollars and Cents</i>	3.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 1,950.00 <i>Dollars and Cents</i>
662500 52	3	1	Manhole Frame and Cover <i>Unit Bid Price Written In WORDS:</i> Two Hundred Fifty Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 250.00 <i>Dollars and Cents</i>	3.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 750.00 <i>Dollars and Cents</i>
667210 53	5	200	Landscape Gravel (Weed Barrier Fabric Is Incidental) <i>Unit Bid Price Written In WORDS:</i> Fifteen Dollars and No Cents <i>Dollars and Cents</i>	SY <i>Unit Bid Price Written In NUMBERS:</i> \$ 15.00 <i>Dollars and Cents</i>	1,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 15,000.00 <i>Dollars and Cents</i>
701000 54	15	30	Panel Signs <i>Unit Bid Price Written In WORDS:</i> Twenty Dollars and No Cents <i>Dollars and Cents</i>	SF <i>Unit Bid Price Written In NUMBERS:</i> \$ 20.00 <i>Dollars and Cents</i>	450.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 9,000.00 <i>Dollars and Cents</i>
701100 55	15	12	Steel Post & Base Post for Alum Panel Signs <i>Unit Bid Price Written In WORDS:</i> Ten Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 10.00 <i>Dollars and Cents</i>	180.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 1,800.00 <i>Dollars and Cents</i>
702010 56	15	10	Traffic Control Complete <i>Unit Bid Price Written In WORDS:</i> Three Hundred Fifty Dollars and No Cents <i>Dollars and Cents</i>	DAY <i>Unit Bid Price Written In NUMBERS:</i> \$ 350.00 <i>Dollars and Cents</i>	150.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 52,500.00 <i>Dollars and Cents</i>

On Call Construction Services

RFB 07/57/B

<i>Base Bid Item No.</i>	<i>Number of Estimated Task Orders</i>	<i>Quantity/Task Order</i>	<i>Item Description</i>	<i>Units</i>	<i>Aprrx. Quantity</i>
703002 57	5	5	Object Marker Type 2 <i>Unit Bid Price Written In WORDS:</i> Thirty Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 30.00 <i>Dollars and Cents</i>	25.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 750.00 <i>Dollars and Cents</i>
703205 58	5	5	Tubular Flexible Traffic Marker <i>Unit Bid Price Written In WORDS:</i> Thirty Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 30.00 <i>Dollars and Cents</i>	25.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 750.00 <i>Dollars and Cents</i>
704000 59	15	1200	Retroreflect. Painted Markings <i>Unit Bid Price Written In WORDS:</i> No Dollars and Sixty Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 0.60 <i>Dollars and Cents</i>	18,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 10,800.00 <i>Dollars and Cents</i>
704204 60	10	620	Retroreflective Plastic Pavement Stripe 4" <i>Unit Bid Price Written In WORDS:</i> Two Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 2.00 <i>Dollars and Cents</i>	6,200.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 12,400.00 <i>Dollars and Cents</i>
704212 61	10	120	Retroreflective Plastic Pavement Stripe 12" <i>Unit Bid Price Written In WORDS:</i> Six Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 6.00 <i>Dollars and Cents</i>	1,200.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 7,200.00 <i>Dollars and Cents</i>
704224 62	10	100	Retroreflective Plastic Pavement Stripe 24" <i>Unit Bid Price Written In WORDS:</i> Twelve Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 12.00 <i>Dollars and Cents</i>	1,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 12,000.00 <i>Dollars and Cents</i>
704470 63	6	2	Retroreflective Plastic Pvmt Markng Work (LANE) <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	12.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 3,600.00 <i>Dollars and Cents</i>

On Call Construction Services

RFB 07/57/B

<i>Base Bid Item No.</i>	<i>Number of Estimated Task Orders</i>	<i>Quantity/Task Order</i>	<i>Item Description</i>	<i>Units</i>	<i>Aprpx. Quantity</i>
704480 64	6	2	Retroreflective Plastic Pvmnt Markng Work (BIKE) <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	12.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 3,600.00 <i>Dollars and Cents</i>
704765 65	10	2	Retro Prfrmd Ptrnd Pvmnt Mrkng Combo (Thru and Right) Arrow <i>Unit Bid Price Written In WORDS:</i> Five Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 500.00 <i>Dollars and Cents</i>	20.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 10,000.00 <i>Dollars and Cents</i>
704767 66	10	2	Retro Prfrmd Ptrnd Pvmnt Mrkng Right Arrow <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	20.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 6,000.00 <i>Dollars and Cents</i>
704768 67	10	2	Retro Prfrmd Ptrnd Pvmnt Mrkng Left Arrow <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	20.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 6,000.00 <i>Dollars and Cents</i>
704769 68	10	2	Retro Prfrmd Ptrnd Pvmnt Mrkng Thru Arrow <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	20.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 6,000.00 <i>Dollars and Cents</i>
704820 69	10	2	Type I Retro Prfrm Pvmnt Mark Word (ONLY) <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	20.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 6,000.00 <i>Dollars and Cents</i>
704900 70	15	100	Detectable Warning (ADA Ramps) <i>Unit Bid Price Written In WORDS:</i> Forty Five Dollars and No Cents <i>Dollars and Cents</i>	SF <i>Unit Bid Price Written In NUMBERS:</i> \$ 45.00 <i>Dollars and Cents</i>	1,500.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 67,500.00 <i>Dollars and Cents</i>

On Call Construction Services

RFEB 07/57/B

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
709020 71	7	100	Rigid Electrical Conduit 2" <i>Unit Bid Price Written In WORDS:</i> Twelve Dollars and No Cents. <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 12.00 <i>Dollars and Cents</i>	700.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 8,400.00 <i>Dollars and Cents</i>
709030 72	7	70	Rigid Electrical Conduit 3" <i>Unit Bid Price Written In WORDS:</i> Fifteen Dollars and No Cents. <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 15.00 <i>Dollars and Cents</i>	490.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 7,350.00 <i>Dollars and Cents</i>
710000 73	8	1	Electrical Pull Box (Standard) <i>Unit Bid Price Written In WORDS:</i> Four Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 400.00 <i>Dollars and Cents</i>	8.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 3,200.00 <i>Dollars and Cents</i>
711005 74	10	200	Multi-Conductor Cable 5 <i>Unit Bid Price Written In WORDS:</i> Three Dollars and No Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 3.00 <i>Dollars and Cents</i>	2,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 6,000.00 <i>Dollars and Cents</i>
712202 75	8	2	Pedestrian Countdown Signal (LED) <i>Unit Bid Price Written In WORDS:</i> Eight Hundred Fifty Dollars and No Cents. <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 850.00 <i>Dollars and Cents</i>	16.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 13,600.00 <i>Dollars and Cents</i>
713020 76	8	2	Push Button Station (Bull Dog Type) <i>Unit Bid Price Written In WORDS:</i> Three Hundred Dollars and No Cents <i>Dollars and Cents</i>	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 300.00 <i>Dollars and Cents</i>	16.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 4,800.00 <i>Dollars and Cents</i>
721000 77	12	250	Removal of Pavement Stripe <i>Unit Bid Price Written In WORDS:</i> One Dollar and Fifty Cents <i>Dollars and Cents</i>	LF <i>Unit Bid Price Written In NUMBERS:</i> \$ 1.50 <i>Dollars and Cents</i>	3,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 4,500.00 <i>Dollars and Cents</i>

On Call Construction Services

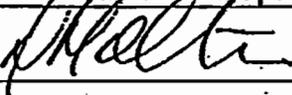
RFB 07/57/B

Base Bid Item No.	Number of Estimated Task Orders	Quantity/Task Order	Item Description	Units	Aprrx. Quantity
721101 78	12	5	Removal of Painted Marking <i>Unit Bid Price Written In WORDS:</i> Seventy Five Dollars and No Cents	EACH <i>Unit Bid Price Written In NUMBERS:</i> \$ 75.00	60.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 4,500.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
801000 79	15	20	Construction Staking by Contractor <i>Unit Bid Price Written In WORDS:</i> One Hundred Fifty Dollars and No Cents	HOUR <i>Unit Bid Price Written In NUMBERS:</i> \$ 150.00	300.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 45,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
901012 80	15	0	Testing Allowance <i>Unit Bid Price Written In WORDS:</i> Thirty Five Thousand Dollars and No Cents	ALLOWANCE <i>Unit Bid Price Written In NUMBERS:</i> \$ 35,000.00	\$ 35,000.00 <i>Total Item Bid Amount Written In NUMBERS</i> \$ 35,000.00
			<i>Dollars and Cents</i>	<i>Dollars and Cents</i>	<i>Dollars and Cents</i>
TOTAL AMOUNT BID (Excluding NM Gross Receipts Tax)					\$ 2,490,600.00
Written In NUMBERS					<i>Dollars and Cents</i>
NEW MEXICO GROSS RECEIPTS TAX (7.625%)					\$ 189,908.25
Written In NUMBERS					<i>Dollars and Cents</i>
TOTAL AMOUNT BID (Including NM Gross Receipts Tax)					\$ 2,680,508.25
Written In NUMBERS					<i>Dollars and Cents</i>

2. Bidder has bid on all items.

3. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

4. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below.

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative.	Date Acknowledged
1	6-12-07		6-14-07

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. A record of all Addenda and copies of same will be available to all qualified bidders from the City of Santa Fe, Public Works Department, Engineering Division, 120 South Federal Place, Joseph M. Montoya Federal Building, Engineering Projects Management Division Office, Room 203, Santa Fe, New Mexico, Telephone 955-6631, after 3:00 p.m., two (2) days prior to the letting. It shall be the bidders responsibility to become fully advised of all Addenda prior to submitting his/her bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after, a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

6. Security in the sum of five (5) percent of the amount bid in the form of (choose one):

X Bid Bond _____ Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Submittal contains the following:

- Name of Bidder and NM Contractor License Number & types
- Bid Bond
- Non-Collusion Affidavit for Prime Bidder
- Proposal, acknowledgement of Addenda, if any
- Properly executed Bid Form
- EEO-1
- Certification of Non-segregated Facilities
- Subcontractors and Material Suppliers Listing (as applicable)
- Bidder's List of Quoters

Respectfully submitted:

Name of Bidder: A.S. Horner, Inc.

By: [Signature]
(Signature)

Title: Dirk Holtman, Vice President

Date: June 14, 2007

Official Address: P.O. Box 9105

6280 State Rd 303

Albuquerque, NM 87119

Telephone No. (505) 212-7007

New Mexico Contractor's License Number and Types: 2581, GA98, GB98, GF98, D

United States Treasury Number: 85-0164081

New Mexico State Residence Preference Certificate Number, if any: 50C13



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

2 Name of Contractor A. S. Homer Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$2,490,600
 Termination Date: 7/11/09 w/option to extend

Approved by Council Date: 7/11/07
 or by City Manager Date: _____

Contract is for: on call construction services

Amendment # 1 to the Original Contract# 07-0585

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: 7/11/2010

Approved by Council Date: _____
 or by City Manager Date: pending

Amendment is for: extend termination date of contract

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

Amount \$ _____ of original Contract# 07-0585 Termination Date: 7/11/2010

Reason: extend term

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

6 Procurement History: RFB 2007/57/B
example: (First year of 4 year contract)

7 Funding Source: various CIP BU/Line Item: various CIP

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Leroy N. Pacheco Phone # X6853

Division Contract Administrator: _____

Division Director: Chris Ortega

Department Director: Robert Romero

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: contract awarded to the lowest bidder who qualified

12 Prior year's contract amount?: \$384,387⁰³

13 Describe service impact from an ongoing commitment to the contractor: Assists w/ trail construction.

14 Why staff cannot perform the work?: Construction Services

15 If extending contract, why?: _____

16 Was a Santa Fe company awarded contract? If not, why?: See Item 11.

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 # 07-0585

Date of contract Executed (i.e., signed by all parties): 7/11/07