

City of Santa Fe Contract  
Installation Services for Vehicle Intersection Detection Inductive Loops

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **BIXBY ELECTRIC INC.** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions** Cooperative Educational Services (CES)

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to **(Bixby Electric, Inc.)**. "We", "us", or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The contractor shall provide services for the intersection detection inductive loop materials and installation via Cooperative Education Services (CES) Procurement Partners (See "Exhibit A").

The services for installation of detection inductive loops are at the following (12) intersections;

Cerrillos / Paseo De Peralta; Paseo De Peralta / Alameda Street; Paseo De Peralta / Old Santa Fe Trail; Paseo De Peralta / Don Gasper Avenue; Paseo De Peralta / South Guadalupe; Paseo De Peralta / Galisteo Street, Rodeo Road / Zafarano / Santa Fe Place Mall; Rodeo Road / Paseo De Los Pueblos; Rodeo Road / Avenida Las Campanas, and replace the system loops and Rodeo Road and Siringo Road (**Attachment #1 provides a list of locations for services to be rendered**).

3. **Compensation**

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of One hundred thirty seven thousand, seven hundred fifty-one dollars and ninety-five cents (\$137,751.95), such compensation not to exceed (\$137,751.95), excluding gross receipts tax. A one percent (1%) administrative fee of (\$1,377.52) is imbedded in the vendors' contract price for use of CES contract. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$11,622.82) shall be paid by the City to the Contractor.

**The total compensation under this Agreement shall not exceed (\$150,752.29), including gross receipts tax.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2019**. The City reserves the right to renew the contract on an annual basis by mutual

Agreement not exceed a total of two (2) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such

work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

A. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.



A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

### 32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name

the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,  
iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the

facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: James A .Martinez, Traffic Engineer  
City of Santa Fe  
[jamartinez1@ci.santa-fe.nm.us](mailto:jamartinez1@ci.santa-fe.nm.us)  
(505)955-6953  
500 Market Street, Suite 200  
Santa Fe, NM 87504-0909

To Contractor: BIXBY ELECTRIC INC.  
521 Wheeler Ave. SE  
Albuquerque, NM 87102

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: BIXBY ELECTRIC INC.  
521 Wheeler Ave. SE  
Albuquerque, NM 87102


Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph 40. The carrier for mail delivery and notices shall be the agent of the sender.

41. **Succession**

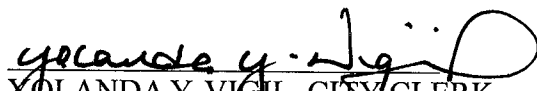
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

  
ALAN M. WEBBER, MAYOR  
DATE: 9/20/18


ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
DATE: cc mtg. 9/21/18

APPROVED AS TO FORM:

 7/11  
CITY ATTORNEY

APPROVED:

 all  
FINANCE DIRECTOR  
DATE: 09/14/18

Business Unit Line Item:


32113.572970.0118900

32114.582970.0118900

7

CONTRACTOR:

BIXBY ELECTRIC INC.

  
NAME AND TITLE  
STACEY G. LANTHORPE - CONTRACTS MGR  
DATE: 9/21/18

CRS# 02-099156-008

Registration #18-00125690



## COOPERATIVE EDUCATIONAL SERVICES

January 24, 2018

### Contract Award Letter

Stacey Gunthorpe  
BIXBY ELECTRIC, INC.  
521 Wheeler Ave SE  
Albuquerque, NM 87102

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

18-08B-G1012-ALL Gordon - JOC Source of Electrical Construction Products and Services Regions 1 through 8

Dear Ms. Gunthorpe,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2018-008 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Bixby Electric provides commercial electrical construction service and maintenance. Its Service Department provides infrared testing and power quality studies, as well as lighting retrofits and maintenance. Construction specialties include sports lighting, roadway lighting, airfield lighting, signalization, medium voltage, solar, and excavation services such as directional boring and vertical drilling.

On CES' website ([www.ces.org](http://www.ces.org)), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

*"Your New Mexico Procurement Partner Since 1979"*



## COOPERATIVE EDUCATIONAL SERVICES

*Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative*

### PARTICIPATING ENTITY COOPERATIVE PURCHASING AGREEMENT FOR STATE AGENCIES AND/OR LOCAL PUBLIC BODIES

#### **RECITALS:**

Cooperative Educational Services (CES) is the administering agency of the *Restated and Amended Joint Powers Agreement to Establish an Educational Cooperative (JPA)*. The parties to the JPA are public educational institutions in New Mexico, and the JPA is approved by the New Mexico Department of Finance and Administration (DFA). Board Policy is established by the Board of Directors whose members are party to the Joint Powers Agreement.

The JPA provides for cooperative procurement in accordance with the New Mexico Procurement Code. It also allows local public bodies and state agencies to take advantage of cooperative procurement through the JPA. While membership in the JPA is limited to public educational institutions, the Board Policy provides for non-member *Participating Entities* to use CES' programs.

The entity identified below now makes application to be a *Participating Entity (PE)* to the JPA in accordance with the terms and conditions of the CES Board Policy. Approval by the CES President finalizes this Cooperative Purchasing Agreement.

#### **IN CONSIDERATION OF THE RECITALS AND FOR OTHER VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:**

**I. Purpose** The purpose of the Agreement is to establish a method by which participating entities may join together in cooperative multi-jurisdictional contracting and to ensure the commitment of each participating entity. Further, this Agreement shall provide an understanding of the contracting process, and the organization and operation of this purchasing cooperative.

**II. Authorization** The Agreement is entered into by the participating state agencies and/or local public bodies pursuant to their respective rules and regulations. Each state agency or local public body is authorized by the New Mexico Procurement Code (§13-1-135 NMSA 1978) to enter into cooperative purchasing agreements. Transactions made under this Cooperative Purchasing Agreement are subject to the New Mexico Procurement Code and CES Board Policy.

**III. Method** Cooperative contracting may occur when two or more members/entities agree to standardize construction, a product or service and combine their requirements in a single solicitation. Any PE with a desire to develop or use a cooperative contract will notify CES. All PE's will have an equal opportunity to use the awarded contracts. Participation in each cooperative contract is voluntary. Participation shall be promulgated by participation in the Cooperative Purchasing Program (CPP) or a signed purchase order to CES, identifying the awarded contract. CES will verify contract conditions and issue a purchase order to the vendor who fulfills the order directly to Participating Entity. Vendor then invoices CES, who invoices PE. Payment is made within 25 days of invoice by the PE to CES, who pays the vendor. CES enables certain vendors to provide online procurement where PE places an order online and then pays the vendor directly. PE understands that there may be instances where the vendor does not have the capacity to fulfill a PE's request for goods or services. PE also understands and agrees that CES only procures goods and services and facilitates transactions and is not a guarantor of or otherwise responsible for a vendor's performance. PE may take part in cooperative contracts by collaborating in the development of contract documents, solicitation of bids and proposals, bid evaluation and analysis, and contract award. Any claim by a vendor against CES resulting from the cooperative contracting process must be dealt with according to the Procurement Code and CES Board Policy, and will not be negotiated, arbitrated or settled by any of the PEs. Commodities, services or items for cooperative solicitation will be selected by CES. At a minimum, the items and services must be such that: 1. when contracted in volume, a reduced cost will occur; 2. they be in constant need by members; 3. they have a supplier base to provide adequate competition; and 4. cooperative contracting has been determined practicable, acceptable and economically feasible by CES.

#### IV. Administrative Fee

There is no application fee for the entity; there is no annual membership fee for the entity; there is a 1% administrative fee imbedded in the vendors' contract price.

#### V. Termination

This Cooperative Purchasing Agreement may be terminated at will by either party with 30 days written notice.

#### VI. Release and Indemnification

PE understands and agrees that CES is not responsible for any actions of CES contractors. PE releases CES from any and all claims, demands, suits, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses incurred by PE, its successors and assigns, including, but not limited to, any loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of, any CES contractor, its employees, agents, representatives, or subcontractors, its employees, agents, or representatives, in connection with or incident to the performance of this agreement ("Claims"), and PE shall indemnify and hold CES harmless, as permissible by law, from all costs, expenses, damages and attorney's fees in the event such Claims are brought against CES. PE's release and obligations under this section will not extend to any liability to the extent caused by the negligence of CES, its agents, employees and Members.



#### VII. Provisions Required by Law

Each and every provision of laws and any clause required by law to be in the Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement will be physically amended to make such correction or insertion.

### ENTITY APPLICATION

This application is made as stated below:

City of Santa Fe

(Insert name of Entity applying to be a Participating Entity)

This application is made by the following individual with the approval of the entity's administration and governing authority.

see attached

(Print name of person making this application)

\_\_\_\_\_  
(Print title of person making application)

\_\_\_\_\_  
(Signature of person making this application)

\_\_\_\_\_  
(Date application is made)

### CES APPROVAL

This application is approved by the President of CES on behalf of the parties to the JPA.

see attached

(Signature of CES President)

\_\_\_\_\_  
(Date application is approved)

PE # \_\_\_\_\_



**IV. Administrative Fee**

There is no application fee for the entity; there is no annual membership fee for the entity; there is a 1% administrative fee imbedded in the vendors' contract price.

**V. Termination**

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**VI. Release and Indemnification**

PE understands and agrees that CES is not responsible for any actions of CES contractors. PE releases CES from any and all claims, demands, suits, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses incurred by PE, its successors and assigns, including, but not limited to, any loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of, any CES contractor, its employees, agents, representatives, or subcontractors, its employees, agents, or representatives, in connection with or incident to the performance of this agreement ("Claims"), and PE shall indemnify and hold CES harmless, as permissible by law, from all costs, expenses, damages and attorney's fees in the event such Claims are brought against CES. PE's release and obligations under this section will not extend to any liability to the extent caused by the negligence of CES, its agents, employees and Members.



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**ENTITY APPLICATION**

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City of Santa Fe

(Insert name of Entity applying to be a Participating Entity)

This application is made by the following individual with the approval of the entity's administration and governing authority.

See attached

(Print name of person making this application)

(Print title of person making application)

(Signature of person making this application)

(Date application is made)

**CES APPROVAL**

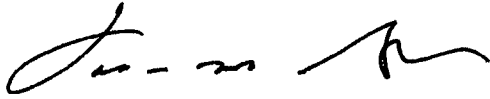
This application is approved by the President of CES on behalf of the parties to the JPA.

Rick M. Carpenter  
(Signature of CES President)

5-15-18  
(Date application is approved)

PE # \_\_\_\_\_

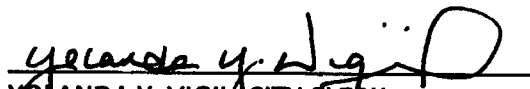
CITY OF SANTA FE:



JAVIER M. GONZALES, MAYOR

DATE: 3/7/18

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 2/20/18

APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, CITY ATTORNEY 2/14

APPROVED:

  
ADAM K. JOHNSON, FINANCE DIRECTOR 3.12.18

Business Unit/Line Item:

\_\_\_\_\_

**PARTICIPATING ENTITY INFORMATION SHEET**

**INSTITUTION NAME:** CITY OF SANTA FE

**ENTITY CONTACT:**

**Name:** ALAN M. Webber  
(Please Print)

**Job Title:** Mayor

**Mailing Address:** 200 Lincoln Ave, PO Box 909

**City/State/Zip:** Santa Fe, NM 87504-0909

**Telephone:** 505-955-6590 **Fax:** \_\_\_\_\_

**Email Address:** amwebber@ci.santa-fe.nm.us

**Website Address:** Santafenm.gov

**Shipping Address:** 200 Lincoln Ave

**City/State/Zip:** Santa Fe, NM 87504

**PURCHASING CONTACT:**

**Name:** Shirley Rodriguez  
(Please Print)

**Job Title:** Interim Procurement officer

**Telephone:** 505-955-5711 **Fax:** \_\_\_\_\_

**Email Address:** sarodriguez@ci.santa-fe.nm.us

**ACCOUNTS PAYABLE CONTACT:**

**Name:** Amy Martinez-Duran  
(Please Print)

**Job Title:** Accounts Payable Supervisor

**Telephone:** 505-955-6132 **Fax:** \_\_\_\_\_

**Email Address:** amartinez-duran@ci.santa-fe.nm.us

**ENTITY MANAGER:**

Name: Erik J. Litzenberg  
(Please Print)

Job Title: Interim City Manager

Telephone: (505) 955-6848 Fax: —

Email Address: e.j.litzenberg@ci.santa-fe.nm.us

**PARKS & RECREATION CONTACT:**

Name: Chris Sanchez  
(Please Print)

Job Title: Department Director - Parks and Recreation

Telephone: 505-955-2142 Fax: —

Email Address: rp.carter@ci.santa-fe.nm.us

**HUMAN RESOURCES CONTACT:**

Name: Gary Bartlett  
(Please Print)

Job Title: Interim Human Resources Director

Telephone: 505-955-6598 Fax: —

Email Address: g.bartlett@ci.santa-fe.nm.us

**CLERK CONTACT:**

Name: Yolanda Vigil  
(Please Print)

Job Title: City Clerk

Telephone: 505-955-6521 Fax: —

Email Address: y.vigil@ci.santa-fe.nm.us

**INFORMATION TECHNOLOGY CONTACT:**

Name: Joshua Elicio  
(Please Print)

Job Title: Interim IT Director

Telephone: 505-955-5574 Fax: \_\_\_\_\_

Email Address: juelicio@ci.santa-fe.nm.us

**TRANSPORTATION CONTACT:**

Name: Keith Wilson  
(Please Print)

Job Title: MPO Senior Planner / Transit Division Manager

Telephone: 505-955-6706 Fax: \_\_\_\_\_

Email Address: kpwilson@ci.santa-fe.nm.us

**FINANCE CONTACT:**

Name: Kerr DeYoung  
(Please Print)

Job Title: Interim Finance Director

Telephone: 505-955-6172 Fax: \_\_\_\_\_

Email Address: kddayoung@ci.santa-fe.nm.us

**PUBLIC WORKS CONTACT:**

Name: John Romero  
(Please Print)

Job Title: Interim Public Works Director

Telephone: 505-955-6638 Fax: \_\_\_\_\_

Email Address: jromero1@ci.santa-fe.nm.us



# OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
12/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Albuquerque NM Office 6501 Americas Parkway NE Suite 650 Albuquerque NM 87110 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (505) 889-6700 FAX (A/C. No.): (505) 884-7831 E-MAIL ADDRESS:															
<b>INSURED</b> Bixby Electric, Inc. 521 Wheeler SE Albuquerque NM 87102 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER C: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Casualty Ins Co of America	19046	INSURER C: Travelers Property Cas Co of America	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: 570069691295

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO5864C115PHX18	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			DT8105864C115PHX18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			CUP0K3726951826	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB9J451891826G	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Street Cut Permits

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe Streets, Drainage & Fleet Division P.O. Box 909 Santa Fe NM 87504 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Holder Identifier :

Certificate No : 570069691295



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SECC 1987

Official Document  
Please Post

Business Name: **BIXBY ELECTRIC**

Location: **SF COUNTY**

Class: **OUT OF CITY CONTRACTOR - GENERAL**

Comment:

Control Number: 0035962

License Number: 18-00125690

Issue Date January 26, 2018

Expiration Date December 31, 2018

**BIXBY ELECTRIC  
521 WHEELER SE**

**ALBUQUERQUE NM 87102**

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

Exhibit C

## Contractor Price Proposal Details - CSI

**Date:** 6/22/2018  
**Work Order #:** 180622-1  
**Title:** City of Santa Fe Vehicle Detector Loop Repairs  
**Contractor:** CES/PSFA New Mexico – Bixby Electric  
**Job Order Value:** \$149,374.77  
**Proposal Name:** City of Santa Fe Vehicle Detector Loop Repairs  
**Proposal Value:** \$149,374.77

CSI Number	Mod	UOM	Description	LineTotal												
01 - General Requirements																
1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,561.60												
<table><tr><td></td><td>Qty</td><td></td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>2400</td><td>X</td><td>\$1.00</td><td>X 1.484</td><td>\$3,561.60</td></tr></table>						Qty		Unit Price	Factor	Total	Installation	2400	X	\$1.00	X 1.484	\$3,561.60
	Qty		Unit Price	Factor	Total											
Installation	2400	X	\$1.00	X 1.484	\$3,561.60											
Contractor Notes: <i>Traffic Control Permits- \$200 per day per intersection</i>																
2	01 22 16 00-0004	EA	New Mexico Gross Receipts Tax – Varies by County	\$11,622.82												
<table><tr><td></td><td>Qty</td><td></td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>7832.09</td><td>X</td><td>\$1.00</td><td>X 1.484</td><td>\$11,622.82</td></tr></table>						Qty		Unit Price	Factor	Total	Installation	7832.09	X	\$1.00	X 1.484	\$11,622.82
	Qty		Unit Price	Factor	Total											
Installation	7832.09	X	\$1.00	X 1.484	\$11,622.82											
Contractor Notes: <i>total GRT on base proposal is represented in the line total with no factor</i>																
3	01 22 20 00-0053	HR	Flagperson For Traffic Control	\$7,727.25												
<table><tr><td></td><td>Qty</td><td></td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>192</td><td>X</td><td>\$27.12</td><td>X 1.484</td><td>\$7,727.25</td></tr></table>						Qty		Unit Price	Factor	Total	Installation	192	X	\$27.12	X 1.484	\$7,727.25
	Qty		Unit Price	Factor	Total											
Installation	192	X	\$27.12	X 1.484	\$7,727.25											
4	01 22 23 00-1263	DAY	1-1/2 Ton Capacity, 8' To 10' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$15,204.11												
<table><tr><td></td><td>Qty</td><td></td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>24</td><td>X</td><td>\$426.89</td><td>X 1.484</td><td>\$15,204.11</td></tr></table>						Qty		Unit Price	Factor	Total	Installation	24	X	\$426.89	X 1.484	\$15,204.11
	Qty		Unit Price	Factor	Total											
Installation	24	X	\$426.89	X 1.484	\$15,204.11											
5	01 22 23 00-1344	DAY	Truck Mounted Arrow Board	\$672.07												
<table><tr><td></td><td>Qty</td><td></td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>24</td><td>X</td><td>\$18.87</td><td>X 1.484</td><td>\$672.07</td></tr></table>						Qty		Unit Price	Factor	Total	Installation	24	X	\$18.87	X 1.484	\$672.07
	Qty		Unit Price	Factor	Total											
Installation	24	X	\$18.87	X 1.484	\$672.07											
6	01 55 26 00-0031	DAY	Channelizer Drum	\$774.65												
<table><tr><td></td><td>Qty</td><td></td><td>Unit Price</td><td>Factor</td><td>Total</td></tr><tr><td>Installation</td><td>360</td><td>X</td><td>\$1.45</td><td>X 1.484</td><td>\$774.65</td></tr></table>						Qty		Unit Price	Factor	Total	Installation	360	X	\$1.45	X 1.484	\$774.65
	Qty		Unit Price	Factor	Total											
Installation	360	X	\$1.45	X 1.484	\$774.65											
Contractor Notes: <i>15 Drums per day x 24 days</i>																



CSI Number	Mod	UOM	Description	LineTotal
<b>01 - General Requirements</b>				
7	01 55 26 00-0084	DAY	Aluminum Sign And Post	\$255.37
			Qty Unit Price Factor Total	
			Installation 72 X \$2.39 X 1.484	\$255.37
		Contractor Notes: 3 signs per day x 24 days		
8	01 55 26 00-0109	EA	Place And Remove Trailer Mounted Boards And Signals Using Truck	\$792.46
			Qty Unit Price Factor Total	
			Installation 24 X \$22.25 X 1.484	\$792.46
		Contractor Notes: 1 arrow board, 1 per intersection, 2 days per intersection (total of 12 intersections, 2 days per each- 24 set ups)		
9	01 55 26 00-0121	EA	Place And Remove Portable Sign And Stand From Roadside	\$100.44
			Qty Unit Price Factor Total	
			Installation 72 X \$0.94 X 1.484	\$100.44
<b>Subtotal for 01 - General Requirements:</b>				<b>\$40,710.77</b>
<b>26 - Electrical</b>				
10	26 05 33 13-1432	LF	1" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Glued Couplings	\$1,475.84
			Qty Unit Price Factor Total	
			Installation 425 X \$2.34 X 1.484	\$1,475.84
		Contractor Notes: if needed		
<b>Subtotal for 26 - Electrical:</b>				<b>\$1,475.84</b>
<b>34 - Transportation</b>				
11	34 41 13 00-0004	EA	6' x 6', Dipole, 3 Turns Per Loop, Traffic Detection Induction LoopIncludes saw cutting, 3 turns wire for 1 induction loop circuit, sealing and splicing into leads in street. Excludes lead wire, controller, junction box or conduit.	\$17,518.53
			Qty Unit Price Factor Total	
			Installation 63 X \$187.38 X 1.484	\$17,518.53
12	34 41 13 00-0009	EA	6' x 28', 2 Turns Per Loop, Traffic Detection Induction LoopIncludes saw cutting, 2 turns wire for 1 induction loop circuit, sealing and splicing into leads in street. Excludes lead wire, controller, junction box or conduit.	\$37,752.90
			Qty Unit Price Factor Total	
			Installation 52 X \$489.23 X 1.484	\$37,752.90
		Contractor Notes: for 6x30 loops, no option for 6x30's in EGordian		
13	34 41 13 00-0012	EA	6' x 40', 2 Turns Per Loop, Traffic Detection Induction LoopIncludes saw cutting, 2 turns wire for 1 induction loop circuit, sealing and splicing into leads in street. Excludes lead wire, controller, junction box or conduit.	\$27,753.50
			Qty Unit Price Factor Total	
			Installation 27 X \$692.66 X 1.484	\$27,753.50

CSI Number	Mod	UOM	Description	LineTotal
34 - Transportation				
14	34 41 13 00-0015	LF	In Pavement, Lead Wire For Traffic Signal DetectorIncludes saw cutting, sealing and splicing into traffic signal loop wire in street. Excludes junction box or conduit.	\$24,163.23
		Qty	Unit Price	Factor
		Installation	5010 X	\$3.25 X 1.484
				Total
				\$24,163.23
Subtotal for 34 - Transportation:				\$107,188.16
Grand Total:				\$149,374.77

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 0.00**

# Overlay Project 2018

Intersection Location	6'x6'	6'x30'	6'x40'	Loop lead-in	Loop Quantities
Cerrillos Rd. & Paseo de Peralta		2	2		4
St. Francis Dr. & Paseo de Peralta south		1	1		2
Paseo de Peralta & Alameda St	3	2	2		3
Paseo de Peralta & Old Santa Fe Tr.			2		2
Paseo de Peralta & Don Gaspar Ave		3	1		4
Paseo de Peralta & Guadalupe		4	2		6
Paseo de Peralta & Galisteo St.		2	1		1
Rodeo Rd. & Zafarano/ SF Place Mall	4	7	5		16
Rodeo Rd. & Paseo De Los Pueblos	2	6	2		8
Rodeo Rd. & Avenida Las Campanas	8	6	1		15
Zia Rd Systems	4				4
Rodeo Rd. Systems	16				16
NM Dot Speed/count loops	8				8
Siringo Road	2				2
Totals	47	33	19		

Attachment I

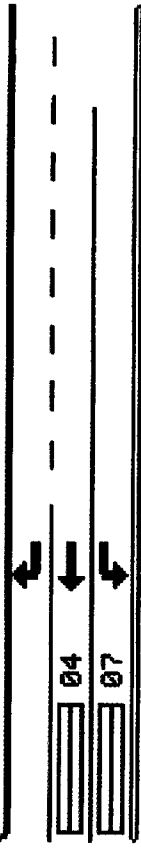
CERRILLOS ROAD &  
PASEO DE PERALTA

100-10



WB  
1-6'X30' QUAD LOOP  
1-6'X40' QUAD LOOP

06 06



03 08

CAB

EB  
1-6'X30' QUAD LOOP  
1-6'X40' QUAD LOOP

02 02

PASEO DE PERALTA

ST. FRANCIS DR. &  
PASEO DE PERALTA (S)

200-50

← N

WB

1-6'X30' QUAD LOOP

1-6'X40' QUAD LOOP

08 03

PASEO DE  
PERALTA

CAB

□ B1

□ A2

□ A1

□ B2

□ C1

□ C2

↗ 01

→ 06

→ 06

→ 06

◇ 06 e.c.

◇ 06 e.c.

◇ 06 e.c.

02

02

02

05

◇

◇

◇

02 e.c.

02 e.c.

02 e.c.

ST. FRANCIS DRIVE

HICKOX STREET

07 04

400-60



1-6'x30'  
1-6'x40'

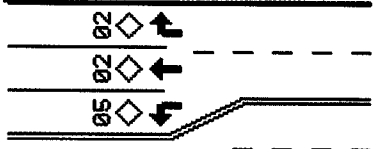
PASEO DE PERALTA

CAB



ALAMEDA ST.

NB  
3-6'x6' EXTENDER LOOPS



PASEO DE PERALTA

PASEO DE PERALTA & ALAMEDA ST.



PASEO DE PERALTA  
& OLD SANTA FE TRAIL

400-70

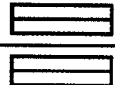


WB  
1-6'X40' QUAD LOOP

OLD S.F. TRAIL



08



03



05



02



02

CAB

EB  
1-6'X40' QUAD LOOP

PASEO DE PERALTA

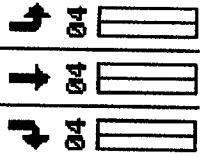


07

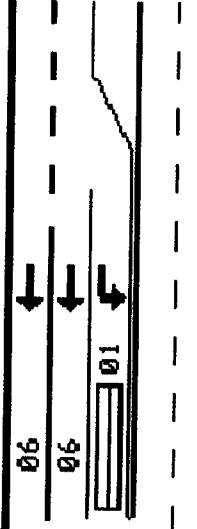


04

PASEO DE PERALTA & DON GASPAR AVE.



SB  
1-6'X40' QUAD LOOP



CAB

ONE WAY

PAS

PAR AVE.



**PASEO DE PERALTA & GUADALUPE (S)**

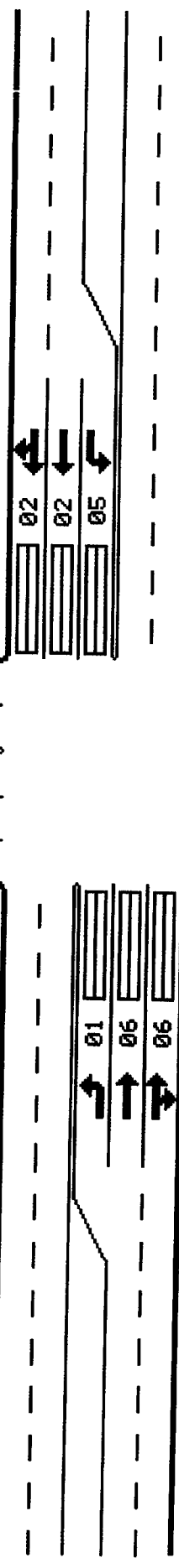
EB  
2-6'X30' QUAD LOOPS  
1-6'X40' QUAD LOOP

GUADALUPE

↑  
N

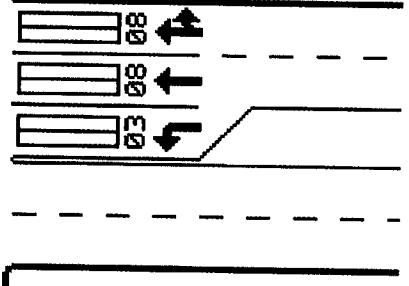
**400-100**

**CAB**



**PASEO DE PERALTA**

WB  
2-6'X30' QUAD LOOPS  
1-6'X40' QUAD LOOP



PASEO DE PERALTA & GALISTEO ST.

EB  
1-5'X40' QUAD LOOP

CAB

↑  
N

400-90

PASEO DE PERALTA

2-6'x30'

GALISTEO ST.

ONE WAY

06

06

05

02

02

04

04

ONE WAY

RODEO ROAD & VILLA LINDA MALL  
/ ZAFARANO DRIVE

- WB 2-6'x6' EXTENDER LOOP
- 2-6'x30' QUAD LOOPS
- 1-6'x40' QUAD LOOP
- EB 2-6'x6' EXTENDER LOOP
- 2-6'x30' QUAD LOOP
- 1-6'x40' QUAD LOOP
- SB 2-6'x30' QUAD LOOP
- 2-6'x40' QUAD LOOP
- NB 1-6'x30 QUAD LOOP
- 1-6'x40' QUAD LOOP

4-6'x6' Loops  
7-6'x30' Loops  
5-6'x40' Loops

ZAFARANO DRIVE

800 - 10



CMB

CMB



RODEO ROAD

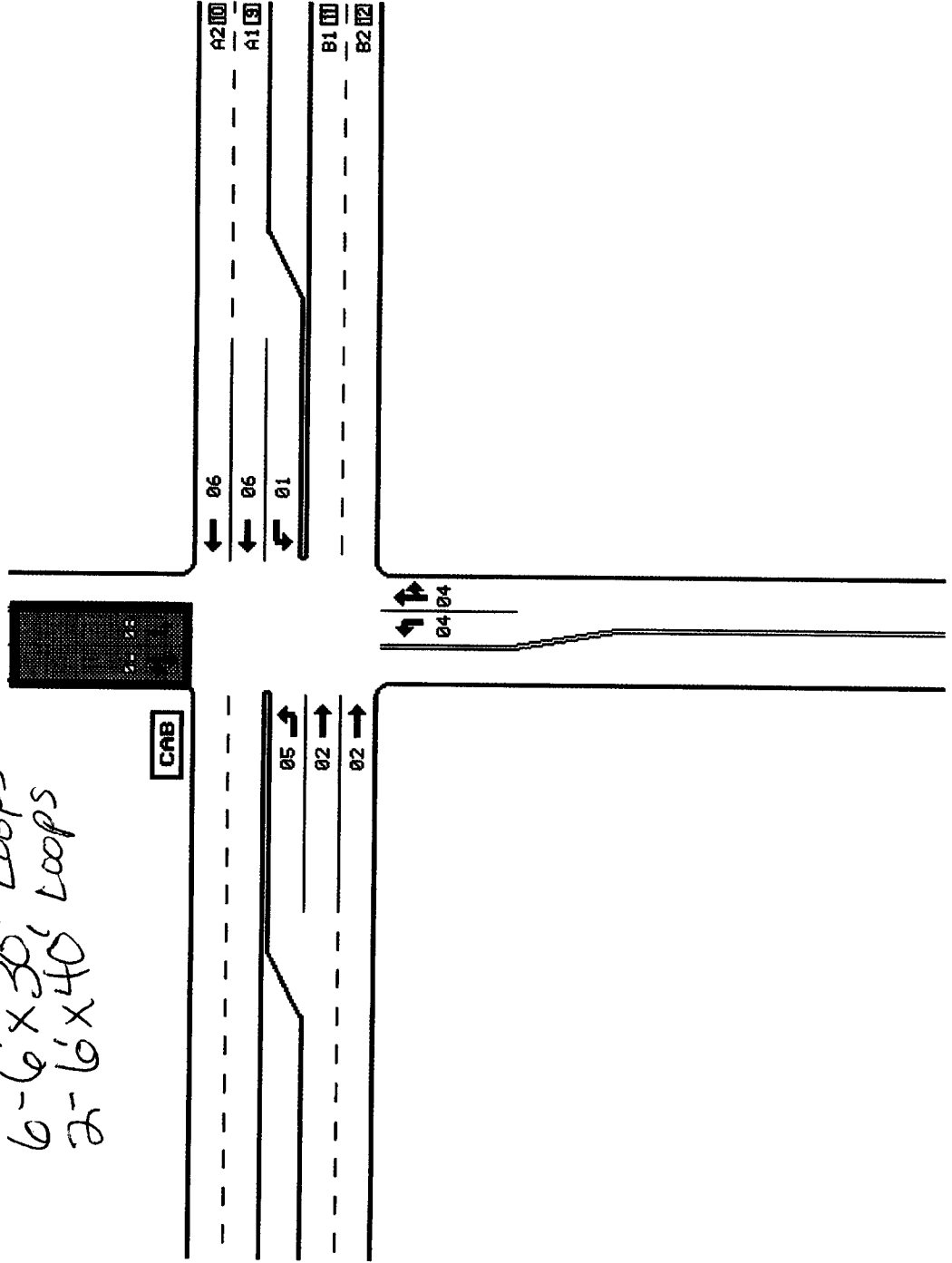
VILLA LINDA MALL

WB 2'-6"X30'-6" LOOP  
 2'-6"X30' QUAD LOOPS  
 1 - 6'X40' QUAD LOOP  
 EB ~~2'-6"X30'-6" LOOP~~  
 2'-6"X30' QUAD LOOPS  
 1 - 6'X40' QUAD LOOP  
 NB 2'-6"X30' QUAD LOOPS

*ALL  
 Quads*

*6'-6"X30' Loops  
 2'-6"X40' Loops*

↑  
*N*



# RODEO ROAD & AVENIDA LAS CAMPANAS

800 - 40

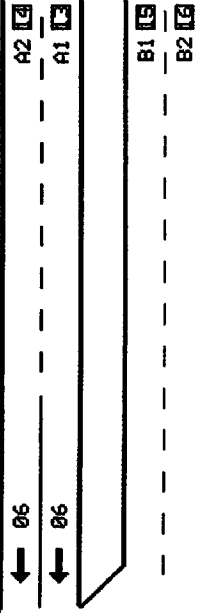
- WB 2 - 6'X6' SYSTEMS LOOPS
- 2 - 6'X6' EXTENDER LOOPS
- 2 - 6'X30' QUAD LOOPS
- EB 2 - 6'X6' SYSTEMS LOOPS
- 2 - 6'X6' EXTENDER LOOPS
- SB 2 - 6'X30' QUAD LOOPS
- 1 - 6'X40' QUAD LOOPS

8-6'x6' Loops Quad  
4-6'x30' Quad Loop  
1-6'x40' Quad Loop



AVENIDA LAS CAMPANAS

08



RODEO ROAD

CAB

**Rodeo Rd. Sams sys loops**

Write a description for your map.

**Legend**

••• Hickocks to Agua Fria

loops

Copyright © 2007

30:1

**Write a description for your team.**

••• Hickocks to Agua Fria

$$f = \frac{1}{2} \left( \frac{1}{\lambda} + \frac{1}{\lambda'} \right) \left( \frac{1}{\lambda} + \frac{1}{\lambda'} \right) \left( \frac{1}{\lambda} + \frac{1}{\lambda'} \right)$$

3440-0100

# 4-Systems

Rodeo LB

Good.

2001年7月

109

**Rodeo Rd. sys2 loops**  
Write a description for your map.

**Legend**

•• Hickocks to Agua Fria





# Rodeo Rd. sys loops

Write a description for your map.

## Legend

•• Hickocks to Agua Fria

6'x8' extender loops

300

Google Earth

80 ft

## Zia Systems loops

**Write a description for your map.**

### Legend

**Hickocks to Agua Fria**

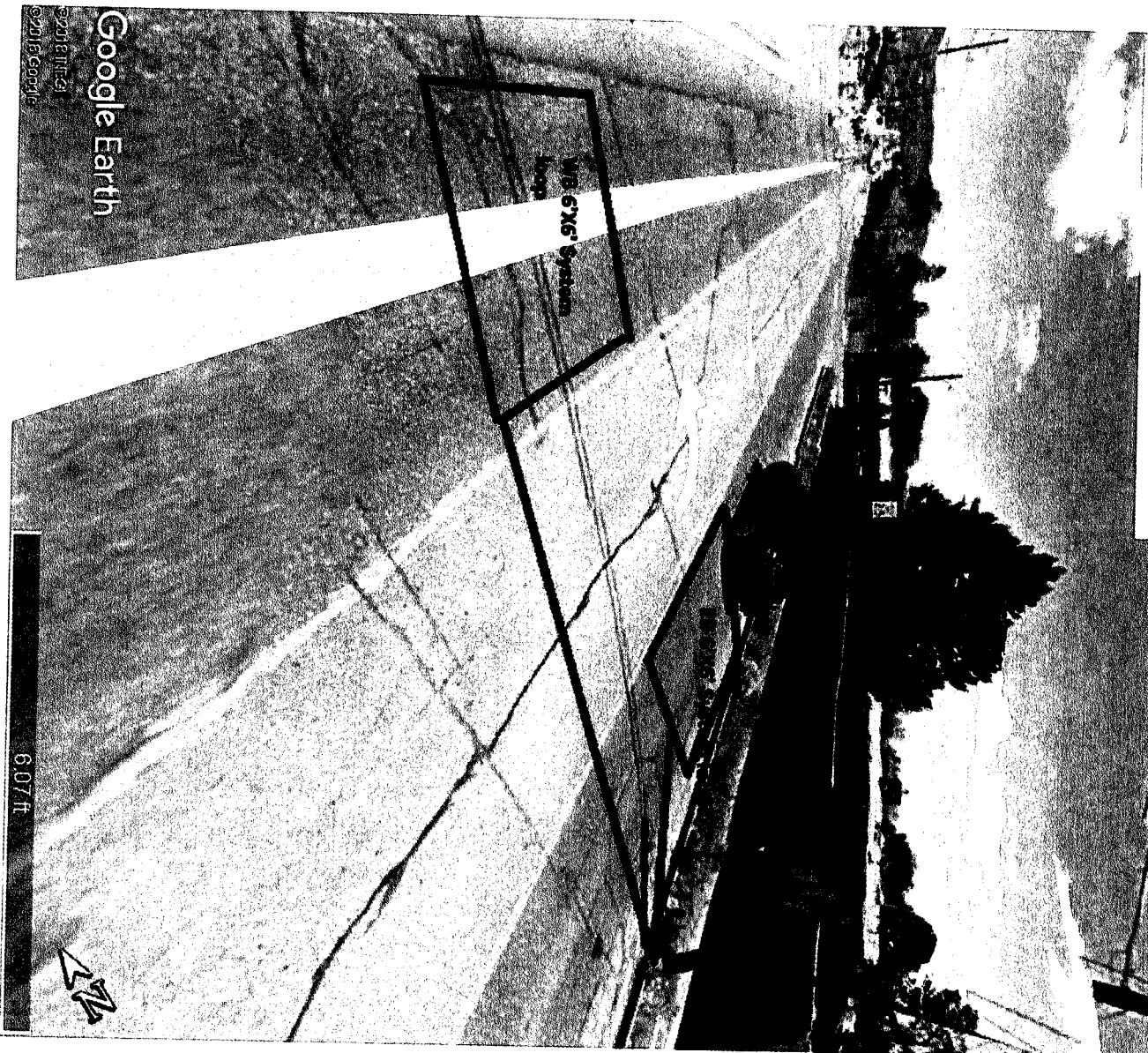
Google Earth

1921: 100%

# Siringo Road systems Loops

Write a description for your map.

Legend



Google Earth

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6.07 ft

2/14