



Agenda Item Number: 3-21-13.9

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission Meeting:

March 21, 2013

Division / Elected Office:

Public Works

Staff Contact:

Tommy Mora Jr., Acting Director of Public Works

Title of Item:

Torreon Road Rehabilitation

Action Requested:

Motion to Award Bid for the Rehabilitation of Torreon Road to Franklins Earthmoving in the amount of \$3,796,311.44 (includes NMGRT) and Approval to Authorize the County Manager to Negotiate and Approve a Contract.

Summary:

The Sandoval County Public Works department applied for a TIGER grant through the Federal Highway Administration Department (FHWA) and was successful in getting \$5,000,000. On December 13, 2012, the Sandoval County Commission approved the agreement between Federal Highway Administration and Sandoval County for the \$5,000,000 to rehabilitate a 5.5 mile stretch of Torreon Road.

Sandoval County advertised for construction services for three consecutive weeks (February 4, February 11 and February 18, 2013) and closed the bid on February 22, 2013. We received a total of six (6) bids with two (2) being considered unresponsive due to Form SFP-85 not included in their bids.

The Sandoval County Public Works department will be using this funding to do major improvements to Torreon Road. The TIGER funds will be used to rehabilitate a 5.5 mile portion of the 11.9 mile long Torreon Road. The Project will construct a newly rehabilitated 2-lane roadway that will consist of two 12-foot driving lanes with 2-foot shoulders. The roadway is located within Sandoval County and the Navajo Nation, in New Mexico. The roadway serves the Navajo Nation Chapters of Torreon, Encino, Whitehorse Lake and Counselor. This 5.5-mile



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rehabilitation project will begin immediately south of Torreon Mission Road and extend southward for at least the planned 5.5 miles. If funds permit the rehabilitation project may be extended.

Staff recommends approval of the acceptance of this award and agreement.

Attachments:

1. Agreement with Franklins Earthmoving
2. Bid Tabulation
3. Recommendation of Award Letter from Bohannon Huston for Franklins' Earthmoving
4. Concurrence from Federal Highway Administration to award the contract to Franklin's Earthmoving

FISCAL IMPACT

TIGER funds will be used for this project.

STAFF ANALYSIS SUMMARY

County Manager:	Recommend Board of County Commission approval. PPR 03/13/2013
Initiating Elected Official / Division Director:	Recommend Approval-TMJ- 3/13/13
Legal:	Approved as to form 3/11/13 PFT
Finance:	Budget will be established on a reimbursable basis. – Recommend Approval – CCH 3/12/13 The Procurement Process has been followed. – Recommend Approval – LO 3/12/13

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract No. _____

Distribution to:

Owner

Contractor

Architect/Engineer

Finance Dept.

Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is bidding and/or will contract for, without the written consent of Sandoval County shall render this document null and void.

This Agreement, entered into this 21st day of March by and between the OWNER:
The Sandoval County Board of Commissioners
1500 Idalia Road, Bldg. #D, Bernalillo, NM 87004

And

The CONTRACTOR: Franklin's Earthmoving, Inc.
2425 Jefferson St. NE
Albuquerque, NM 87110

For the following:

PROJECT: Torreon Road Rehabilitation

Project Number: CN-6100810

Architect/Engineer of Record: Bohannan Huston, Inc.
7500 Jefferson St. NE
Albuquerque, NM 87109

RECITALS

WHEREAS, the Owner, through its County Manager upon approval of the Sandoval County Commission, is authorized to enter into a construction contract for the Project pursuant to ¶13-1-100 NMSA 1978 (2012); and

WHEREAS, the Owner has let this contract according to the established federal, state and local purchasing procedures for contracts of the type and amount let;

WHEREAS, construction of this Project was approved by the Sandoval County Commission at its meeting **Thursday, March 21, 2013**.

The OWNER and the CONTRACTOR agree as set forth below:

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Torreon Road (County Road 926) Rehabilitation Project.

General

The project consists of, but is not limited to: 2' of sub excavation, sub grade preparation, base course, asphalt surface course, materials testing, and SWPPP management.

**ARTICLE 3
TIME OF COMMENCEMENT
AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved no later than **300** calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

RECORDS AND AUDITING

The CONTRACTOR shall maintain detailed records of all work performed under this Contract. The County has the right to inspect all records.

If the work embraced by this Contract is not Substantially Completed on or before the date set for completion or any extension thereof, the actual damages for the delay may be impossible to determine and in lieu thereof, the CONTRACTOR shall pay to the OWNER as fixed, agreed and liquidated damages, the sum of Five Hundred Dollars **(\$500.00)** per day for each calendar day of delay until the work is satisfactory completed. Whatever sums may be due the OWNER as liquidated damages for delay, may be deducted from payments due the CONTRACTOR or may be collected from the CONTRACTOR or the CONTRACTOR'S SURETY.

ARCHITECT/ENGINEER

The term ARCHITECT/ENGINEER (hereinafter referred to as "BOHANNAN HUSTON") as used in the Contract Documents shall mean the authorized representative of the OWNER who shall be designated as such BOHANNAN HUSTON by written notice from the OWNER to the CONTRACTOR hereunder. Upon such designation of an authorized representative under such written notice, the BOHANNAN HUSTON named therein shall continue to serve in said capacity until such time as the OWNER, by special written notice to the CONTRACTOR, withdraws or revokes such authority or designates a new firm, corporation, entity, or such person as such "BOHANNAN HUSTON" hereunder.

**ARTICLE 4
CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Three Million, Seven Hundred Ninety Six Thousand Three Hundred Eleven Dollars and forty-four cents (\$3,796,311.44), which includes New Mexico Gross Receipts Tax.

The Contract sum is determined as follows:

<u>Torreon Road (County Road 926) Rehabilitation</u>	
Base Bid received on	\$ 3,572,999.00
Alternate # 1	\$
Alternate #2	\$
Alternate #5	\$
Fees	\$
NMGRT @ 6.25%	\$ 223,312.44
Contract Sum with NMGRT	\$3,796,311.44

**ARTICLE 5
PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to BOHANNAN HUSTON by the Contractor and Certificates for Payment issued by BOHANNAN HUSTON, the Owner shall make progress payments on account of the Contract Sum to the Contractor for the period ending the 25th day of the month. **Payments shall be made to the Contractor upon the County's approval of a monthly invoice detailing services provided for that month, along with the FHWA wage rates (per Davis Bacon Act/NMDOL wage rates) and payroll documents.** The owner will pay within 30 days of receipt of pay request. Along with submittals of the Applications for Payment Weekly Payroll and 1391's must be submitted. See Exhibit: "C" Form 1391.

Payments due and unpaid under the Contract Documents shall bear interest for late payments.

**ARTICLE 6
FINAL PAYMENT**

Unless good cause exists, final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by BOHANNAN HUSTON that all deficiencies to the Contract Documents that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and final Certificate for Payment has been issued by BOHANNAN HUSTON. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens, Consent of Surety. BOHANNAN HUSTON shall be consistent with the General Condition and other Contract Documents make the initial determination of Substantial Completion and whether claims for extension of time are justified.

**ARTICLE 7
GENERAL AND SPECIAL PROVISIONS**

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

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

7.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in all events not later than the relevant Date of Substantial Completion of Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, no later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner, and BOHANNAN HUSTON against any and all injury, loss, or damage, including cost of defense (including but not limited to court costs and attorney's fees) arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until: (1) approved by the governing body of the Owner; and (2) signed by all parties required to sign this Agreement.

7.6 The Contractor and his agents and employees are Independent Contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

7.7 To the fullest extent permitted by law the Contractor shall indemnify and hold the Owner, BOHANNAN HUSTON and their respective employees and agents harmless for any losses, claims, or damages arising out of personal injury (including death) or property damage as a result of negligence of Contractor, its Subcontractors and their respective agents and employees. Contractor shall cause owner and Architect to be named as additional insurers under Contractor's policy of Commercial General Liability insurance; provided however, that said coverage shall be construed to provide only such coverage as is permitted by NMSA 1978§ 56-7-1 et seq."

7.8 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, in the instance of notice of termination of work also by certified mail, and addressed as shown on the cover page of this Agreement.

7.9.1 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

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

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

7.12 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.13 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. Contractor will provide Builder's Risk Insurance for this project.

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

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

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

7.17 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the

same meaning and shall be interchangeable.

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

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

7.20 Pursuant to 13-1-191 **NMSA 1984**, reference is hereby made to the Criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 3 **NMSA 1984**) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code. (13-1-28 through 13-1-199 **NMSA 1984**) imposes civil and criminal penalties for its violation.

7.21 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 of this Agreement and are further enumerated in Sections 1 and 2 of the Supplemental General Conditions, (except for Modifications issued after execution of this Agreement), and the County special provisions attached hereto.

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

CONTRACTOR:

(Signature)

John W. Ellis, Vice- President
Franklin's Earthmoving, Inc
2425 Jefferson St. NE
Albuquerque, NM 87110

License No# 2299
Department of Labor Registration# 0600272
Jurisdiction: State of New Mexico

OWNER

As to legal sufficiency:

Legal Counsel

(Signature)

Title: _____

As to budgetary sufficiency:

Finance Officer

_____ Date: _____
(Signature)

County Manager

(Signature)

Title: _____

Attest:

_____ (seal)
(Signature)

Title: **County Clerk**

□Instructions: this page to be replaced by Architect/Engineer with Alas Document A3I 1, form of **Performance Bond** and form of **Labor and Material Payment Bond** or similar documents and labeled as pages 4A-46 through 4A-48.

RIDER TO BONDS

BONDS, CERTIFICATES AND NOTICES

THIS FORM MUST BE USED BY SURETY

Performance Bond No. _____

Labor & Material

Payment Bond No. _____

Obligee (Owner): _____

Surety: _____

Surety's New Mexico Agent:

Name: _____

Address: _____

Telephone No. () _____

The Surety and Principal stipulate as follows:

Whenever, in the judgment of the Owner, the Surety on this bond shall be insolvent, or for any cause is not a proper or sufficient Surety, the Owner may require the Contractor to furnish a new or additional bond or security within ten (10) days; and thereupon, if the Owner shall so order, security shall be furnished. If such new or additional bond or security is not furnished within said time, the Owner may, at its option, take over and Surety, either doing the Work on force account, or letting the same by contract, and shall be entitled to use any equipment, materials and supplies of the delinquent Contractor in completing said Work.

The Surety hereby stipulates and agrees that no properly authorized Change Order altering Contract Time, Contract Sum, Conditions of the Contract, or the scope of nature of the Work to be performed hereunder shall in any way affect its obligation on this bond, and it does hereby waive any notice of such change.

Signed and sealed this _____ day of _____ 20

(Principal) (Seal)

(Witness)

(Title)

(Witness)

(Surety) (Seal)

Telephone Number (____) _____

Power of Attorney for person signing for surety company must be attached to bond.

CERTIFICATE OF INSURANCE

Provided by Contractor

TABULATION OF BIDS
Sandoval County Torreon Road (County Road 926) Rehabilitation Project CN 6100810

OPTION 2 - LIME TREATED SUBGRADE

Bids opened February 22, 2013		FRANKLIN'S EARTHMOVING, INC.			RUSSELL SAND & GRAVEL CO., INC.			MOUNTAIN STATES CONSTRUCTORS, INC.			ALBUQUERQUE ASPHALT, INC.		
Bid Item	Item Description	Unit	Quantity	Unit Price	Unit Price Extended	Unit Price	Unit Price Extended	Unit Price	Unit Price Extended	Unit Price	Unit Price Extended	Unit Price	Unit Price Extended
1	LIME TREATED SUBGRADE	SY	90,350	\$ 3.90	\$ 352,365.00	\$ 1.50	\$ 135,525.00	\$ 4.50	\$ 406,575.00	\$ 2.23	\$ 201,480.50		
2	LIME	T	2,280	\$ 189.00	\$ 430,920.00	\$ 135.00	\$ 307,800.00	\$ 190.00	\$ 433,200.00	\$ 213.13	\$ 485,936.40		
3	SUBGRADE PREPARATION	SY	90,350	\$ 1.20	\$ 108,420.00	\$ 1.00	\$ 90,350.00	\$ 0.50	\$ 45,175.00	\$ 1.37	\$ 123,779.50		
4	BASE COURSE	T	25,100	\$ 8.60	\$ 215,860.00	\$ 28.50	\$ 715,350.00	\$ 21.00	\$ 527,100.00	\$ 25.19	\$ 632,269.00		
5	BITUMINOUS MATERIAL FOR TACK COAT	T	31	\$ 683.00	\$ 21,173.00	\$ 725.00	\$ 22,475.00	\$ 450.00	\$ 13,950.00	\$ 747.95	\$ 23,186.45		
6	PRIME COAT MATERIAL	T	170	\$ 641.00	\$ 108,970.00	\$ 575.00	\$ 97,750.00	\$ 550.00	\$ 93,500.00	\$ 359.94	\$ 61,189.80		
7	HMA SP III COMPLETE	T	27,300	\$ 77.00	\$ 2,102,100.00	\$ 75.00	\$ 2,047,500.00	\$ 65.00	\$ 1,774,500.00	\$ 82.93	\$ 2,263,989.00		
8	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 14,930.00	\$ 14,930.00	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 23,008.48	\$ 23,008.48		
9	MOBILIZATION	LS	1	\$ 74,994.95	\$ 74,994.95	\$ 404,075.00	\$ 404,075.00	\$ 500,000.00	\$ 500,000.00	\$ 146,975.06	\$ 146,975.06		
10	PANEL SIGNS	SY	184.25	\$ 12.00	\$ 2,211.00	\$ 20.00	\$ 3,685.00	\$ 15.00	\$ 2,763.75	\$ 11.84	\$ 2,181.52		
11	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LF	418.50	\$ 7.30	\$ 3,055.05	\$ 10.00	\$ 4,185.00	\$ 10.00	\$ 4,185.00	\$ 7.53	\$ 3,151.31		
12	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 16,953.52	\$ 16,953.52		
13	HOT THERMOPLASTIC PAVEMENT MARKINGS 4"	LF	52,000	\$ 0.50	\$ 26,000.00	\$ 0.50	\$ 31,200.00	\$ 0.50	\$ 26,000.00	\$ 0.50	\$ 26,000.00		
14	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 41,910.00	\$ 41,910.00	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,098.87	\$ 28,098.87		
15	CONTRACTOR PROCESS QUALITY CONTROL	LS	1	\$ 47,150.00	\$ 47,150.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00	\$ 39,925.72	\$ 39,925.72		
16	SWPPP MANAGEMENT	LS	1	\$ 11,940.00	\$ 11,940.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,573.64	\$ 15,573.64		

a) Subtotal of Bid Items No. 1 through 16	\$ 3,572,999.00	\$ 3,999,895.00	\$ 4,031,948.75	\$ 4,093,698.87
b) New Mexico Gross Receipts Tax @ 6.25%	\$ 223,312.44	\$ 249,993.44	\$ 251,996.80	\$ 255,856.18
c) The Bidder will complete the Work for the following price(s)	\$ 3,796,311.44	\$ 4,249,888.44	\$ 4,283,945.55	\$ 4,349,555.04

Binder Price per Ton = \$530.00 PG 64-22

Highlighted cells indicate calculation error on submitted bid

Bohannon Huston

February 26, 2013

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

Ms. Liz Otten
Procurement Manager
Sandoval County
1500 Idalia, Building D
Bernalillo, NM 87004

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Re: Bid Review & Recommendation of Award Letter
Sandoval County Public Works
Torreón Road (County Road 926) Rehabilitation
Sandoval County, New Mexico
CN 6100810

Dear Ms. Otten:

Competitive bids for construction of the referenced project were publicly opened and read on February 22, 2013, at 2:00 P.M. (Local Time). A Tabulation of Bids was prepared and is included as an enclosure with this letter. The following statements apply to our review of the bids:

1. Bids were received from Albuquerque Asphalt, Inc., Franklin's Earthmoving, Inc. Mountain States Constructors, Inc., Russell Sand & Gravel Co., Inc., Star Paving, and Universal Constructors.
2. The bids for Star Paving and Universal Constructors were considered unresponsive because Form SFP-85 was not included with their bids.
3. The bids were tabulated and checked for mathematical errors. Russell Sand & Gravel Co., Inc. made a mathematical error on their totals on Option 2.
4. The award is based on the lowest responsible bid for either option; therefore, Franklin's Earthmoving is the lowest responsible bidder. The following statements pertain to their bid:
 - a. Contractor's licensing was verified for Franklin's Earthmoving, Inc., and the subcontractors identified on the List of Subcontractors. Contractor licenses for Franklin's Earthmoving, Inc., Highway Supply, LLC, and StormCo LLC were found to be current and pertinent to the work that would be performed by each. Hank Gallegos Trucking, Cartesian, and Geo-Test were also listed as subcontractors.
 - b. The unit prices supplied by Franklin's Earthmoving, Inc. were evaluated for apparent irregularities. The unit price for base course was 33% lower on average and the unit price for mobilization was 21% lower on average. The contractor anticipates pulverizing and placing existing base course and asphalt which is allowable per the specifications.
 - c. Quantities were checked for items where the Contractor's unit bid prices were substantially higher than the estimated unit bid prices. No errors were found in the quantities and the Contractor's unit bid prices were generally consistent with the other bidders.

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

Ms. Liz Otten
Procurement Manager
Sandoval County
February 26, 2013
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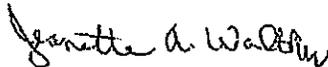
- d. Franklin's Earthmoving, Inc. completed, executed, and submitted original forms listed on sheet 4-1 of the UNIT PRICE BID PROPOSAL as required.

Based on the information reviewed and the evaluation of bids, Bohannon Huston, Inc. recommends the award of the project to the lowest responsible bidder, Franklin's Earthmoving, Inc. for **Option 2** at the following contract amounts.

Base Bid	\$3,572,999.00
NMGRT @ 6.25%	<u>\$ 223,312.44</u>
Base Bid Grand Total	\$3,796,311.44

If you should have any questions regarding this information, please do not hesitate to call.

Sincerely,



Jeanette A. Walther, P.E.
Project Manager
Traffic & Transportation

JAW/MAS/cdb
Enclosure – Bid Tabulations

cc: Fred Marquez, Sandoval County, (w/encl.)
Jolena Palau, FHWA
Matt Santistevan, Bohannon Huston, Inc. (w/encl.)
David Hibler, Bohannon Huston, Inc. (w/encl.)
Ed Mata, Bohannon Huston, Inc. (w/encl.)

Concur in the above comments:


Date: 2/28/2013
Field Operations Engineer
Federal Highway Administration

Jolena Palau

Ms. Liz Otten
Procurement Manager
Sandoval County
February 26, 2013
Page 2

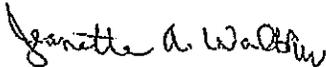
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If you should have any questions regarding this information, please do not hesitate to call.

Sincerely,



Jeanette A. Walther, P.E.
Project Manager
Traffic & Transportation

JAW/MAS/cdb
Enclosure – Bid Tabulations

cc: Fred Marquez, Sandoval County, (w/encl.)
Jolena Palau, FHWA
Matt Santistevan, Bohannon Huston, Inc. (w/encl.)
David Hibler, Bohannon Huston, Inc. (w/encl.)
Ed Mata, Bohannon Huston, Inc. (w/encl.)

Concur in the above comments:


Date: 2/28/2013
Field Operations Engineer
Federal Highway Administration

Jolena Palau