
Meeting Date: February 5, 2025

Staff Contact: David Laughlin, Planning and Engineering Division Manager

TITLE: C-25-6 – Approval of Contract with TLC CO. INC., Spear D, As a Result of B2025000009 Reuse Pipeline Extension to Winrock Project No. 3155.00

ACTION: Recommend Approval

Summary:

The Albuquerque Bernalillo County Water Utility Authority (Water Authority) issued a Request for Bids (RFB) for Construction to solicit bids from qualified vendors to construct a water reuse pipeline starting on Southern Avenue, just west of Pennsylvania Street, to the north to the Winrock shopping area. The pipeline will be a 16-inch diameter PVC and DIP pipeline from Southern Avenue to Constitution Avenue where the pipeline size decreases to 12 inches. The pipeline will cross Interstate 40 via a horizontal auger boring. On the north side of I-40 the pipeline size will decrease to eight inches. The eight-inch diameter pipeline will travel west to the connection with Winrock's existing nonpotable system.

The RFB was advertised in the local newspaper and available for download on the Water Authority's eProcurement website, BidNet. Bids were opened for the above-referenced project on Wednesday, January 15, 2025, at 1:30 p.m. The bids received were reviewed and evaluated by the Water Authority and Jacobs Engineering.

TLC CO. INC., Spear D was the apparent low bidder for this project. Following the review and evaluation, TLC CO. INC., Spear D's bid was deemed responsive. A summary of the bids received is attached. The Water Authority staff requests approval to proceed with award to TLC CO. INC., Spear D.

This approval is intended to delegate signature authority to the Executive Director to enter into an agreement with the selected contractor, approve any change orders or amendments to the agreement as necessary to complete the project and to provide restoration services for this project based on the results of the RFB, B2025000009.

FISCAL IMPACT:

\$10,968,631.79 which amount includes NM GRT.

Memo

To: Rochelle Larson, Principal Engineer
Ege Richardson, Chief Engineer
David Laughlin, Division Manager

From: Armida Magallanes, Purchasing Administrator *AM*

Through: Candida Kelcourse, Chief Purchasing Officer *CK*

Date: January 21, 2025

Re: Recommendation of Award, B2025000009, Reuse Pipeline Ext. to Winrock Construction

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Bids (RFB) to solicit bids from qualified contractors to provide construction services for the above referenced project.

The RFB was posted on BidNet and advertised in the local newspaper. Two (2) bids were received. **TLC Company, Inc., Spear D** is lowest responsive bidder for B2025000009. All bids received were reviewed and evaluated by the Water Authority and Jacobs Engineering.

The Bid Tabulation is attached for your review. We therefore recommend, if a Contract for this work is awarded, it be awarded to **TLC Company, Inc., Spear D**. In accordance with applicable Federal requirements, no preferences were applicable or applied.

If the bid result is acceptable, please sign in the appropriate place and return the document to me.

I concur with the recommendation.

APPROVED:



1/22/25 07:26 MST

Rochelle Larson (Date)
Principal Engineer



1/22/25 14:21 MST

Ege Richardson (Date)
Chief Engineer



1/23/25 08:18 MST

David Laughlin (Date)
Division Manager

Enclosures: Certified Bid Tabulation, Jacobs Engineering

PURCHASING DIVISION

DRAFT
AGREEMENT
B2025000009 REUSE PIPELINE EXTENSION TO WINROCK
PROJECT NO. 3155.00

THIS AGREEMENT is made and entered into on the date last entered below, by and between the Albuquerque Bernalillo County Water Utility Authority, hereinafter called OWNER, and TLC Company Inc., Spear D, hereinafter called CONTRACTOR.

That Owner and Contractor for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK: CONTRACTOR shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete the Work for the construction of the above-referenced Project and any authorized supplemental work, all in strict accordance with the Contract Documents.

2. CONTRACT TIME: The Contract Time will commence on the day indicated in the Notice to Proceed, as specified in the General Terms and Conditions, and continue for a period of 420 Days. Changes to the Contract Time are allowed only as provided in the General Terms and Conditions.

Liquidated damages, in the amount per day of One Thousand, Five Hundred and 00/100 Dollars (\$1,500.00) will be assessed against the Contractor for each calendar day, or portion thereof, the Work has not achieved Substantial Completion after expiration of that portion of the Contract Time allotted for construction, including any approved extension of time granted. Further, liquidated damages, in the amount per day of One Thousand, Five Hundred and 00/100 Dollars (\$1,500.00) will be assessed against the Contractor for each calendar day, or portion thereof, the punch list items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the time allotted for completion and correction, including any approved extension of time granted. These liquidated damages are cumulative. See the General Terms and Conditions, referenced in Part IV of this RFB, for additional information terms relating to liquidated damages.

3. CONTRACT PRICE: OWNER will pay CONTRACTOR for the performance of the Contract in current funds, as provided in the Contract Documents, the amount of Ten Million, Nine Hundred Sixty-Eight Thousand, Six Hundred Thirty-One and 79/100 Dollars (\$10,968,631.79), which amount includes any applicable New Mexico Gross Receipts Taxes.

4. NON-APPROPRIATION OF FUNDS: Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by OWNER to CONTRACTOR. Such event shall not constitute an event of default and all payment obligations of OWNER and all of its interest in this Contract will cease upon the date of termination. OWNER'S determination regarding appropriations shall be accepted by CONTRACTOR and shall be final.

5. COMPLIANCE WITH LAWS: In providing the Work outlined herein, Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments, including, but not limited to the New Mexico Human Rights Act, Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all federal, State and local statutes, regulations and executive orders relating to civil rights. Furthermore, this Agreement must be conducted in accordance with mandatory applicable federal laws and

regulations as set forth in section 7, Additional Contract Provisions.

6. CONTRACT DOCUMENTS: The Contract Documents consist of the following, which are as fully a part of the Contract as if attached to this Agreement or repeated herein, and have precedence in the following order:

- Modifications to the Contract Documents
- the Agreement, insurance certificates and surety bonds
- Contractor's Bid Proposal, except as provided below
- the Addenda to the Bid Documents.
- the Special Instructions (Part II of the RFB)
- the Project Technical Specifications attached as Appendix A to the Bid Documents
- the Drawings attached as Appendix B to the Bid Documents
- 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards attached as Appendix C to the Bid Documents
- the General Terms and Conditions, as supplemented in Part II of the RFB
- the Referenced Standard Specifications (as updated and amended).
- the Instructions to Bidders (Part I of the RFB)
- additional forms and instructions in the RFB
- the Advertisement for Bids

7. Additional Contract Provisions:

7.1 CIVIL RIGHTS ACT OF 1964:

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

7.2 SECTION 13 of PL 92-500; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975:

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

7.3 The US Environmental Protection Agency requires that contracts exceeding \$1,000,000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at:

<https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotline>

7.4 The Contractor acknowledges to and for the benefit of the Albuquerque Bernalillo County Water Utility Authority ("Owner") and the New Mexico Environment Department ("NMED") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements")

including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Owner and NMED (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or NMED. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or NMED to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or NMED resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from NMED or any damages owed to NMED by the Owner). If the Contractor has no direct contractual privity with NMED, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that NMED is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of NMED.

7.5 Equal Employment Opportunity: Executive Order 11246 (Contracts/subcontracts above \$10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.6 General Compliance (40 CFR Part 33):

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33. Note: EPA accepts DBE certifications from the following entities:

- The Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SDB) Program self-certifications);
- The Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship) (New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at <https://nmdotstar.com/links/>);
- Tribal, State and local governments, as long as their standards for certification meet or exceed EPA's; and
- Independent private organization certifications as long as their standards for certification meet or exceed EPA's.

APPENDIX A: Non-discrimination Provision (40 CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Contract Administration Requirements

The CONTRACTOR must adhere to the following:

1. Pay subcontractor(s) for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
2. Notify the SRF assistance recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
3. Employ the six good faith efforts described in §33.301 in procurement of goods and services.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.

5. Ensure that each procurement contract it awards contains the term and condition specified in APPENDIX A (40 CFR Appendix A to Part 33) concerning compliance with the requirements of this part.
6. Ensure that the term and condition in APPENDIX A (40 CFR Appendix A to Part 33) is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at <https://nmdotstar.com/links/>
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

7.7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

The CONTRACTOR shall comply with 2 CFR 200.216, which prohibits the use of loan or grant funds to procure or use certain telecommunication and video surveillance services or equipment either:

1. produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities; or
2. provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

Entities on the excluded parties list can be found in the System for Award Management (www.sam.gov). This prohibition cannot be waived. See Public Law 115-232, section 889 for additional information.

7.8 American Iron & Steel (AIS): AMERICAN IRON AND STEEL REQUIREMENTS

Use of iron and steel products that are produced in the United States (US) is required for this construction. The prime contractor must provide documentation that all iron and steel products which are permanently incorporated as part of the project meet the specification of American Iron and Steel (AIS) per the definitions contained in section "1" below. Production in the US of the iron or steel products requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The prime contractor must certify, section "2" below, that the contractor understands all iron and steel products permanently incorporated as part of the project must satisfy AIS requirements except those waived by EPA, section "3", or those included as De Minimis components, section "4". The prime contractor must submit to the owner AIS certifications for individual components supplied or installed by the prime contractor as well as components supplied or installed by all subcontractors, section "5". The contractor must include the AIS requirements in any subcontract or purchase agreement made by the prime contractor and require subcontractors or suppliers of AIS products to also require their subcontractors or suppliers to include AIS requirements in any subcontracts or purchase agreements they enter into. The owner may refuse payment on any AIS component for which a satisfactory AIS certification has not been submitted.

1. Definition of American Iron and Steel: Iron or steel products mean the following products made primarily (greater than 50% measured by material cost) of iron or steel that are permanently incorporated into the project and are listed below, paragraphs a-d. **Products not listed below do not have to satisfy the AIS requirement.** In addition, iron and steel products used on the construction site temporarily (for example, trench boxes, scaffolding, or equipment used on site which will be removed before completion of the project) are not subject to the AIS requirements.

a. Lined or unlined pipes or fittings, manhole covers, hydrants, tanks, flanges, pipe clamps and restraints, valves, and reinforced precast concrete. Rebar and wire in reinforced precast products must be produced in the US and the casting of the concrete product must take place in the US. Cement and other raw materials used in production of reinforced precast concrete products do not have to be of domestic origin.

b. Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: access hatches, ballast screen, benches (iron or steel), bollards (excluding any fill material), cast bases, cast iron hinged hatches (square and rectangular), cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes (boot and inlet), drainage grates, frames and curb inlets, inlets, junction boxes, lampposts, manhole covers (rings and frames), risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes (covers and risers).

c. Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

d. Construction materials are those articles, materials, or supplies made primarily (greater than 50% materials cost) of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems

(discussed below). Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Mechanical and electrical components, equipment and systems are not considered construction materials and do not have to meet the AIS requirements. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including appurtenances necessary for their intended use and operation) are NOT considered construction materials and do not have to meet the AIS requirements: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

2. Certification(s): Within no more than 21 days of determination of the apparent low bidder, the selected contractor must submit to the owner the certification included as Form #C4. At the conclusion of the project the contractor must certify with their final payment request that all iron and steel products permanently incorporated into the project satisfy the AIS requirements and no changes or substitutions to the products for which individual certifications were submitted to the owner have been made (Form #C5).

3. EPA Waiver: EPA has sole authority to approve waivers to the AIS provisions. The owner may seek a waiver at any point before, during, or after the bid process if one or a combination of the three conditions below are met. The prime contractor may suggest to the owner waivers not listed in the bid document. The owner has sole discretion to decide whether or not to request a suggested waiver. The waiver request(s) must satisfy one of the following conditions and be approved by EPA:

- a. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Applying the requirements of Section 436 would be inconsistent with the public interest.

The waiver request must include proper and sufficient documentation to support the request. Form C#6 is a sample Waiver Request Form. A “Review Checklist for Waiver Review” is provided to assist the owner in preparation of a waiver request. The information outlined therein must be included with the waiver request letter. Upon approval of the waiver request, EPA will notify the owner directly.

4. De Minimis Materials: The EPA has granted a nationwide waiver of the AIS requirements for de minimis incidental components of eligible infrastructure projects. For many

of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials incorporated into the project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials incorporated into the project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files, and must summarize in reports to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project.

4. Individual Products Certification Documentation: The prime contractor must provide individual certification(s) to the owner for each iron and steel product purchased for incorporation into the project certifying that the product purchased satisfies the AIS requirements. The prime contractor is responsible for gathering all certifications for all products supplied or installed by suppliers and subcontractors, and for submitting these to the owner. As noted above, the contractor must also provide a final certification statement with their final payment request attesting that all American Iron and Steel requirements of this subpart have been met and there have been no changes or substitutions to the products individually certified.

7.9 DAVIS-BACON PREVAILING WAGE REQUIREMENTS:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work

is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by

the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of

Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7.10 ENVIRONMENTAL REVIEW REQUIREMENTS: The CONTRACTOR shall comply with the following provisions in accordance the National Environmental Policy Act (NEPA) as implemented by the NMED State Environmental Review Process:

A. Historical and Archeological Finds: If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800.

B. Mitigation Measures: The CONTRACTOR shall comply with all mitigation measures as established in the New Mexico CWSRF Assistance Agreement in execution of the contract, and require all SUBCONTRACTORS to do the same.

7.11 BIL Public Awareness (Signage) Requirement: Assistance recipients for the following types of CWSRF projects must display project signs in accordance with the U.S. Chief Financial Officers Council Controller Alert titled “*Enhancing Transparency Through the Use of the Building a Better America Emblem on Construction Signs*”:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants;
- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants;
- All construction projects funded with BIL emerging contaminants capitalization grants;
- All construction projects funded with BIL lead service line replacement capitalization grants.

Summary: The BIL signage term and condition requires a physical sign displaying the official *Building a Better America* emblem and EPA logo be placed at construction sites for BIL-funded projects. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable SRF expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the official Building a Better America emblem or EPA logo or seal) into the appropriate non- English language(s). The costs of such translation are allowable SRF expenses, provided the costs are reasonable.

1. Signage Requirements:

a. **Building A Better America Emblem:** The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>

b. **EPA Logo:** The recipient will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signageproduced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA

seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page.

c. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

8. Construction detail drawings shall govern over scaled dimensions and over other drawings. Dimensions given on plans or which can be calculated will govern over scaled dimensions.

8.1 Anything in the CONTRACTOR'S Bid Proposal which alters or provides a condition to the Bid Documents will not take precedence over any part of the Bid Documents unless it is specifically so provided in the Agreement, or a Modification to the Contract Documents, signed by the parties.

8.2 All definitions and terms set forth in the General Terms and Conditions and the Procurement Ordinance are applicable to the Bid and Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement the day and year last entered below.

**ALBUQUERQUE BERNALILLO COUNTY TLC COMPANY, INC., SPEAR D
WATER UTILITY AUTHORITY**

Approved By:

By: _____

Title: _____

Mark S. Sanchez, Executive Director
Date: _____

Date: _____

Reviewed by:

Christopher P. Melendrez, General Counsel
Date: _____



MICHELLE LUJAN GRISHAM
GOVERNOR

JAMES C. KENNEY
CABINET SECRETARY

January 24, 2025

Luz del Carmen Carreon
Albuquerque Bernalillo Co. Water Utility Authority
PO Box 568
Albuquerque , New Mexico 87103

RE: Approval of Bid Tabulation and Bid Proposal for Albuquerque Bernalillo Co. Water Utility Authority Winrock Reuse Project (CWSRF EQ 147--PF)

Dear Luz del Carmen Carreon:

On the New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) received from the bid tabulation and low bidder's bid proposal for the subject project. NMED CPB has reviewed the bid tabulation, the bid bond, and Federal Requirements Forms C1, C2, C3, C4, C7, and C8, for the referenced project.

This letter serves as NMED concurrence with that TLC Construction Inc./SpearD is the apparent responsible low bidder to provide construction of the Winrock Reuse Project in the amount of \$10,968,631.79 (including Additive Alternate No. 2 and tax). NMED CPB recommends approval of award to TLC Construction Inc./SpearD.

Should you have any question or comments, contact Eric Gartner at 505-670-3643 or e-mail at eric.gartner@env.nm.gov

Sincerely,

Eric Gartner, PE
Project Manager

cc: Armida Magallanes (Albuquerque Bernalillo County Water Utility Authority)
Rochelle Larson, PE (Albuquerque Bernalillo County Water Utility Authority)
Candida Kelcourse (Albuquerque Bernalillo County Water Utility Authority)
Ege Richardson, PhD, PE, PMP (Albuquerque Bernalillo County Water Utility Authority)

SCIENCE | INNOVATION | COLLABORATION | COMPLIANCE



ABQ

3721 Rutledge Rd NE, Suite B-1

Albuquerque, NM 87109

505-884-5600

www.jacobs.com

January 17, 2025

Attention: Ms. Rochelle Larson, Principal Engineer/Project Manager
Planning & Engineering Division
Albuquerque Bernalillo County Water Utility Authority
PO Box 568, Albuquerque, NM 87103

Project Name: Reuse Pipeline Extension to Winrock
Project Number: 3155.00

Subject: Reuse Pipeline Extension to Winrock Letter of Recommendation

Dear Ms. Larson:

The purpose of this letter is to document the evaluation of the Bid Proposals and Recommendation of Award for the Albuquerque Bernalillo County Water Utility Authority (Water Authority) Reuse Pipeline Extension to Winrock Project (Project), Project No. 3155.00. On January 15, 2025, the Water Authority received two bid proposal for the Project from the following contractors: AUI, Inc. (AUI) and TLC Company, Inc. (TLC).

TLC submitted the lowest base bid offer with lowest additive alternate of \$10,968,631.79, including allowances and New Mexico Gross Receipts Tax (NMGR). The second lowest bid base offer with lowest additive alternate submitted by AUI was \$16,221,276.59, including allowances and NMGR.

Pricing amounts for the two contractors' bid proposals were reviewed and are tabulated on the attached bid proposal summary table. No mathematical errors were found in TLC's or AUI's bid proposal forms.

The Contract Documents require that the mobilization cost be limited to 5% of the total bid for construction. The lowest bid base offer submitted by TLC included a cost of \$400,000.00 for mobilization, which is equal to 4.60% of the total base bid for construction. The Contract Documents require that the demobilization be limited to 2% of the total base offer. The lowest bid base offer submitted by TLC included a cost of \$100,000.00 for demobilization, which is equal to 1.15% of the total base bid. The bid base offer submitted by AUI did not exceed the mobilization and demobilization percentages required in the Contract Documents.

In addition to a review of the pricing amounts from the two bidders, Jacobs engineers reviewed the accompanying information attached to each offer. Both offers provided the required forms and documentation. A summary of the documentation is included in the attached bid proposal summary table. Additionally, both bidders had a representative attend the Mandatory Prebid Meeting held on December 10, 2024.



January 17, 2025

Subject: Reuse Pipeline Extension to Winrock Letter of Recommendation

Jacobs recommends the Water Authority award the Reuse Pipeline Extension to Winrock Project construction contract to TLC Company, Inc. in the amount of \$10,968,631.79, including allowances and NMGR.

If you have any questions, please do not hesitate to contact me at 505-508-8612 or at Jill.Peterson@Jacobs.com.

Yours sincerely

A handwritten signature in black ink, appearing to read "Jill Peterson".

Jill L. Peterson, P.E. (NM)
Vice President

Copies to: Ms. Ege Richardson, Water Authority
Ms. Nancy Maschke, Jacobs
Mr. Robert Fowle, Jacobs

Attachments: Bid Proposal Summary

Albuquerque Bernalillo County Water Utility Authority
Reuse Pipeline Extension to Winrock
Project Number 3155.00

BID PROPOSAL SUMMARY

No.	Bid Proposal Requirement	AUI, Inc.	TLC Company, Inc.
1	ALL OFFERS MUST BE SIGNED	Yes	Yes
2	Acknowledgement of Addenda		
	Addendum 1	Yes	Yes
	Addendum 2	Yes	Yes
3	5% Bid Bond	Yes	Yes
4	Total Bid Proposal Amount	\$16,221,276.59	\$10,968,631.79
	Bid Proposal Amount Excluding Allowances and NMGR	\$14,247,034.00	\$9,366,527.80
	Bid Form Error?	No	No
5	SAM.gov	Yes	Yes
6	NM License	Yes	Yes
7	Unfair Business Practices Disclosure Form	Yes	Yes
8	SFPA-1 Form / Subcontractor Listing	Yes	Yes
9	Certification Regarding Lobbying	Yes	Yes
10	Certification of Non-Segregated Facilities	Yes	Yes
11	Debarments and Suspensions	Yes	Yes
12	DBE Good Faith Efforts Checklist	Yes	Yes
13	BABA Acknowledgement	Yes	Yes
14	Davis-Bacon Act Acknowledgement	Yes	Yes
15	AIS Acknowledgement	Yes	Yes
16	AIS Waiver (optional)	None	None
17	List of Additional Subs/Suppliers	Yes	Yes
18	Department of Workforce Solutions	Yes	Yes

Albuquerque Bernalillo County Water Utility Authority
Reuse Pipeline Extension to Winrock
Project Number 3155.00

Bid Item #	Item Description	Est. Qty	Unit	Engineer's 100% Cost Opinion		AUI, Inc.		TLC Company, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	General Construction Items								
1	Construction staking including staking of project, quantity verification, and pot-hole existing utilities, complete.	1	LS	\$92,175.00	\$ 92,175.00	\$193,098.00	\$193,098.00	\$85,000.00	\$85,000.00
2	Project Signage, per Supplemental Technical Specification Section 01 58 13, complete.	1	LS	\$3,648.00	\$ 3,648.00	\$7,070.00	\$7,070.00	\$2,500.00	\$2,500.00
3	Pre-construction video documentation per Supplemental Technical Specification 01 31 13, complete.	1	LS	\$20,431.00	\$ 20,431.00	\$10,488.00	\$10,488.00	\$2,500.00	\$2,500.00
4	NPDES permitting, compliance and temporary erosion/sediment control, per Supplemental Technical Specification 630, complete.	1	LS	\$91,090.00	\$ 91,090.00	\$129,445.00	\$129,445.00	\$19,600.00	\$19,600.00
	Work Element 1: Install Reuse Pipeline								
5	Furnish and install 8-inch purple C900 PVC pipe, excluding fittings, including restraints, purple trace wire, test stations, marking tape, electronic marker devices, temporary caps and fittings, trench excavation to any depth, and compacted backfill complete per Standard Specification section 801, complete and in place.	1,384	LF	\$151.09	\$ 209,111.00	\$233.00	\$322,472.00	\$80.00	\$110,720.00
6	Furnish and install 12-inch purple C900 PVC pipe, excluding fittings, including restraints, purple polywrap, purple trace wire, test stations, marking tape, electronic marker devices, temporary caps and fittings, trench excavation to any depth, and compacted backfill complete per Standard Specification section 801, complete and in place.	293	LF	\$193.54	\$ 56,706.00	\$238.00	\$69,734.00	\$160.00	\$46,880.00
7	Furnish and install 16-inch purple C900 PVC pipe, excluding fittings, including restraints, purple polywrap, purple trace wire, test stations, marking tape, electronic marker devices, temporary caps and fittings, trench excavation to any depth, and compacted backfill complete per Standard Specification section 801, complete and in place.	11,474	LF	\$261.90	\$ 3,005,013.00	\$306.00	\$3,511,044.00	\$180.00	\$2,065,320.00
8	Furnish and install 8-inch ductile iron pipe, excluding fittings, including restraints, purple polywrap, purple trace wire, test stations, marking tape, electronic marker devices, temporary caps and fittings, trench excavation to any depth, and compacted backfill complete per Standard Specification section 801, complete and in place.	217	LF	\$195.00	\$ 42,315.00	\$235.00	\$50,995.00	\$221.00	\$47,957.00
9	Furnish and install 12-inch ductile iron pipe, excluding fittings, including restraints, purple polywrap, purple trace wire, test stations, marking tape, electronic marker devices, temporary caps and fittings, trench excavation to any depth, and compacted backfill complete per Standard Specification section 801, complete and in place.	75	LF	\$216.14	\$ 16,210.53	\$609.00	\$45,675.00	\$408.00	\$30,600.00
10	Furnish and install 16-inch ductile iron pipe, excluding fittings, including restraints, purple polywrap, purple trace wire, test stations, marking tape, electronic marker devices, temporary caps and fittings, trench excavation to any depth, and compacted backfill complete per Standard Specification section 801, complete and in place.	252	LF	\$702.37	\$ 176,996.00	\$428.00	\$107,856.00	\$466.00	\$117,432.00
11	Furnish and install 6-inch gate valve, direct bury, with valve box and cover per Standard Drawings 2326 and 2330 (non-potable water cover), complete.	2	EA	\$2,691.00	\$ 5,382.00	\$4,462.00	\$8,924.00	\$3,290.00	\$6,580.00
12	Furnish and install 8-inch gate valve, direct bury, with valve box and cover per Standard Drawings 2326 and 2330 (non-potable water cover), complete.	2	EA	\$3,493.50	\$ 6,987.00	\$5,389.00	\$10,778.00	\$4,240.00	\$8,480.00
13	Furnish and install 12-inch gate valve, direct bury, with valve box and cover per Standard Drawings 2326 and 2330 (non-potable water cover), complete.	2	EA	\$11,076.00	\$ 22,152.00	\$8,485.00	\$16,970.00	\$6,940.00	\$13,880.00

Albuquerque Bernalillo County Water Utility Authority
Reuse Pipeline Extension to Winrock
Project Number 3155.00

Bid Item #	Item Description	Est. Qty	Unit	Engineer's 100% Cost Opinion		AUI, Inc.		TLC Company, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
14	Furnish and install 16-inch butterfly valve, direct bury, per Standard Drawing 2359, with valve box and cover per Standard Drawings 2326 and 2330 (non-potable water cover) with 2-inch by 3-inch nut conversion and operating stem per Standard Specification 801, complete.	6	EA	\$19,308.67	\$ 115,852.00	\$15,057.00	\$90,342.00	\$11,200.00	\$67,200.00
15	Furnish and install 8-inch DIP 45-deg bend, MJxMJ, direct bury, complete.	14	EA	\$1,935.50	\$ 27,097.00	\$1,402.00	\$19,628.00	\$920.00	\$12,880.00
16	Furnish and install 8-inch DIP 22.5-deg bend, MJxMJ, direct bury, complete.	3	EA	\$1,080.33	\$ 3,241.00	\$1,457.00	\$4,371.00	\$930.00	\$2,790.00
17	Furnish and install 8-inch DIP 11.25-deg bend, MJxMJ, direct bury, complete.	8	EA	\$1,060.00	\$ 8,480.00	\$1,379.00	\$11,032.00	\$900.00	\$7,200.00
18	Furnish and install 8-inch x 8-inch x 8-inch DIP tee, MJxMJ, direct bury, complete.	1	EA	\$1,754.00	\$ 1,754.00	\$1,861.00	\$1,861.00	\$1,185.00	\$1,185.00
19	Furnish and install 12-inch DIP 90-deg bend, MJxMJ, direct bury, complete.	1	EA	\$2,107.00	\$ 2,107.00	\$2,675.00	\$2,675.00	\$1,440.00	\$1,440.00
20	Furnish and install 12-inch DIP 45-deg bend, MJxMJ, direct bury, complete.	8	EA	\$1,989.88	\$ 15,919.00	\$2,442.00	\$19,536.00	\$2,075.00	\$16,600.00
21	Furnish and install 12-inch DIP 22.5-deg bend, MJxMJ, direct bury, complete.	1	EA	\$1,908.00	\$ 1,908.00	\$2,332.00	\$2,332.00	\$1,935.00	\$1,935.00
22	Furnish and install 12-inch x 8-inch DIP eccentric reducer, MJxMJ, direct bury, complete.	1	EA	\$1,591.00	\$ 1,591.00	\$3,387.00	\$3,387.00	\$2,480.00	\$2,480.00
23	Furnish and install 12-inch x 12-inch x 6-inch DIP tee, MJxMJ, direct bury, complete.	1	EA	\$2,454.00	\$ 2,454.00	\$2,675.00	\$2,675.00	\$2,135.00	\$2,135.00
24	Furnish and install 16-inch DIP 90-deg bend, MJxMJ, direct bury, complete.	1	EA	\$3,686.00	\$ 3,686.00	\$5,327.00	\$5,327.00	\$3,115.00	\$3,115.00
25	Furnish and install 16-inch DIP 45-deg bend, MJxMJ, direct bury, complete.	32	EA	\$4,000.50	\$ 128,016.00	\$4,899.00	\$156,768.00	\$4,330.00	\$138,560.00
26	Furnish and install 16-inch DIP 22.5-deg bend, MJxMJ, direct bury, complete.	4	EA	\$6,502.75	\$ 26,011.00	\$4,792.00	\$19,168.00	\$4,250.00	\$17,000.00
27	Furnish and install 16-inch DIP 11.25 deg bend, MJxMJ, direct bury, complete.	17	EA	\$4,281.41	\$ 72,784.00	\$4,983.00	\$84,711.00	\$4,250.00	\$72,250.00
28	Furnish and install 16-inch x 16-inch x 6-inch DIP tee, MJxMJ, direct bury, complete.	1	EA	\$3,963.00	\$ 3,963.00	\$5,754.00	\$5,754.00	\$4,970.00	\$4,970.00
29	Furnish and install 16-inch x 16-inch x 12-inch DIP tee, MJxMJ, direct bury, complete.	1	EA	\$4,613.00	\$ 4,613.00	\$5,912.00	\$5,912.00	\$5,480.00	\$5,480.00
30	Furnish and install 16-inch x 12-inch DIP eccentric reducer, MJxMJ, direct bury, complete.	1	EA	\$2,557.00	\$ 2,557.00	\$5,142.00	\$5,142.00	\$3,940.00	\$3,940.00
31	Furnish and install water line isolation cap size per plan including trench and compacted backfill per Standard Specification section 801, complete and in place.	4	EA	\$1,198.00	\$ 4,792.00	\$1,469.00	\$5,876.00	\$1,130.00	\$4,520.00
32	Furnish and install Trenchless Crossing of I-40 including labor, materials, and equipment required for completion of the cased crossing under Interstate 40. This includes the trenchless installation of the steel casing; control of water; removal and disposal of spoils associated with the trenchless installation; purchase and delivery of the DIP; insertion of the DIP; installation of casing spacers; installation of casing end seals; installation of test stations on either end of casing; testing of the test station; and other items as detailed and specified.	1	LS	\$767,454.00	\$ 767,454.00	\$633,663.00	\$633,663.00	\$478,500.00	\$478,500.00

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Bid Item #	Item Description	Est. Qty	Unit	Engineer's 100% Cost Opinion		AUI, Inc.		TLC Company, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
33	Workshafts/Pits for Trenchless Crossing at I-40 including labor, materials, and equipment required for completion of work shafts / pits associated with the trenchless crossings. This includes provision, installation, and monitoring geotechnical instrumentation; excavation and disposal of soil; control of water; installation and removal of the excavation support system; backfilling of the work shaft / pit and geotechnical testing; and other items as detailed and specified. The installation cost of the pipe within the works shafts / pit and paving is a separate payment item.	1	LS	\$359,873.00	\$ 359,873.00	\$725,401.00	\$725,401.00	\$518,800.00	\$518,800.00
34	Furnish and install 4-inch Combination Air Vacuum Valve (CAV), per Standard Specification 801 and Sheet SD-120, Detail 3305-930, complete, including precast concrete CAV vault, ductile iron pipe inside vault, tapping saddle, gate valve, ball valve, appurtenances as shown, and bollards at vent pipe, complete.	1	EA	\$90,189.00	\$ 90,189.00	\$56,779.00	\$56,779.00	\$108,900.00	\$108,900.00
35	Furnish and install 3-inch Combination Air Vacuum Valve (CAV), per Standard Specification 801 and Sheet SD-120, Detail 3305-930, complete, including precast concrete CAV vault, ductile iron pipe inside vault, tapping saddle, gate valve, ball valve, appurtenances as shown, and bollards at vent pipe, complete.	2	EA	\$82,891.50	\$ 165,783.00	\$53,294.00	\$106,588.00	\$97,800.00	\$195,600.00
36	Furnish and install 4-inch Combination Air Vacuum Valve (CAV), per Standard Specification 801 and Drawing SD-110 Detail 2349A, complete, including precast concrete CAV vault, ductile iron pipe inside vault, tapping saddle, gate valve, ball valve, appurtenances as shown, and bollards at vent pipe, complete.	0	EA	\$93,606.00	\$ -	\$57,150.00	\$0.00	\$65,000.00	\$0.00
37	Furnish and install 3-inch Combination Air Vacuum Valve (CAV), per Standard Specification 801 and Drawing SD-110 Detail 2349A, complete, including precast concrete CAV vault, ductile iron pipe inside vault, tapping saddle, gate valve, ball valve, appurtenances as shown, and bollards at vent pipe, complete.	1	EA	\$85,972.00	\$ 85,972.00	\$53,293.00	\$53,293.00	\$53,600.00	\$53,600.00
38	Furnish and install 2-inch Combination Air Vacuum Valve (CAV), per Standard Specification 801 and Drawing SD-110 Detail 2349A, complete, including precast concrete CAV vault, ductile iron pipe inside vault, tapping saddle, gate valve, ball valve, appurtenances as shown, and bollards at vent pipe, complete.	2	EA	\$64,035.00	\$ 128,070.00	\$49,728.00	\$99,456.00	\$47,900.00	\$95,800.00
39	Furnish and install post-type drain hydrant, complete, including tee fitting or tapping sleeve, drain pipeline, gate valve, drain hydrant, and other required appurtenances, complete.	3	EA	\$19,920.33	\$ 59,761.00	\$20,900.00	\$62,700.00	\$15,200.00	\$45,600.00
40	Furnish and install combined pressure reducing valve (PRV) and CAV vault per Sheet C-153, provide and install all features as detailed and specified, complete.	1	LS	\$174,783.00	\$ 174,783.00	\$225,423.00	\$225,423.00	\$209,000.00	\$209,000.00
41	Connect to existing reuse pipeline in Southern Ave including, remove and dispose existing 12-inch cap, furnish and install 16-inch x 12-inch reducer and coupling, connect to existing 12-inch reuse water line, per Sheet C-101, and compliance with Water Shutoff Plan per Sheet G-111, as detailed and specified, complete.	1	LS	\$5,385.00	\$ 5,385.00	\$15,572.00	\$15,572.00	\$9,650.00	\$9,650.00
42	Connect to nonpotable pipeline in Winrock including remove and dispose existing 8-inch cap, furnish and install 8-inch mechanical joint long sleeve, connect to existing 8-inch reuse water line, per Sheet C-138, as detailed and specified, complete.	1	LS	\$2,790.00	\$ 2,790.00	\$12,005.00	\$12,005.00	\$5,900.00	\$5,900.00
43	Restore Existing Water Service Line, complete.	58	EA	\$1,505.59	\$ 87,324.00	\$2,512.00	\$145,696.00	\$720.00	\$41,760.00

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Bid Item #	Item Description	Est. Qty	Unit	Engineer's 100% Cost Opinion		AUI, Inc.		TLC Company, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
44	Replace Lead Water Service Line with Copper, per Standard Drawings 2362 and 2363, Field verify, Work element must be approved by Water Authority prior to replacement.	57	EA	\$1,904.00	\$ 108,528.00	\$5,831.00	\$332,367.00	\$8,000.00	\$456,000.00
45	Furnish and install Water meter box, 3/4-inch to 1-inch including concrete pad, cover and lid, per Standard Drawing 2366, complete.	5	EA	\$1,160.20	\$ 5,801.00	\$1,995.00	\$9,975.00	\$1,500.00	\$7,500.00
46	Restore Existing Sanitary Sewer Service Line, complete.	85	EA	\$1,214.19	\$ 103,206.00	\$811.00	\$68,935.00	\$335.00	\$28,475.00
47	Replace existing Sanitary Sewer Service Line per Standard Drawing 2134, complete and in place.	30	EA	\$1,298.83	\$ 38,965.00	\$3,912.00	\$117,360.00	\$9,275.00	\$278,250.00
48	Flushing and hydrostatic testing of reuse pipeline, including temporary bulkheads, plugs, or flanges needed for testing; acquisition and disposal of testing water; complete.	1	LS	\$69,466.00	\$ 69,466.00	\$231,252.00	\$231,252.00	\$45,000.00	\$45,000.00
	Work Element 2: Removals and Replacement								
49	Excavate and dispose of unsuitable and surplus material, complete.	3,300	CY	\$26.27	\$ 86,689.00	\$58.00	\$191,400.00	\$40.00	\$132,000.00
50	Borrow, hauling and compaction of suitable fill material when not obtained from within limits of construction, complete.	1,720	CY	\$49.83	\$ 85,708.00	\$87.00	\$149,640.00	\$10.00	\$17,200.00
51	Lean fill per Standard Specification Section 207, complete and in place.	445	CY	\$36.06	\$ 16,047.00	\$320.00	\$142,400.00	\$225.00	\$100,125.00
52	Subgrade Preparation, 12-inch at 95% compaction, per NMDOT Standard Specifications Section 207, complete and in place.	3,181	CY	\$13.65	\$ 43,423.00	\$65.00	\$206,765.00	\$33.00	\$104,973.00
53	Supply and place Aggregate Base Course, crushed, 6 inches at 95% compaction per NMDOT Standard Specifications section 303, complete and in place.	5,442	SY	\$14.29	\$ 77,773.73	\$48.00	\$261,216.00	\$33.00	\$179,586.00
54	Trench paving, Furnish and install Asphalt Concrete Material, SP-III, per standard specifications section 336, complete and in place.	3,887	SY	\$148.90	\$ 578,786.99	\$189.00	\$734,643.00	\$125.00	\$485,875.00
55	Trench paving, Furnish and install Asphalt Concrete Material, SP-C, per standard specifications section 336, complete and in place.	4,293	SY	\$89.19	\$ 382,888.00	\$182.00	\$781,326.00	\$86.80	\$372,632.40
56	Sawcut Remove and Dispose Existing Asphalt Concrete Pavement, any thickness, per standard specification section 343, complete.	9,951	SY	\$24.67	\$ 245,443.00	\$65.00	\$646,815.00	\$16.00	\$159,216.00
57	2.5-inch Mill and Inlay Type SP-III of existing Asphalt Concrete	12,096	SY	\$33.62	\$ 406,638.60	\$54.00	\$653,184.00	\$32.00	\$387,072.00
58	1.5-inch Mill and Inlay Type SP-C of existing Asphalt Concrete	9,888	SY	\$18.83	\$ 186,239.00	\$37.00	\$365,856.00	\$25.00	\$247,200.00
59	Existing curb and gutter, Portland cement concrete, remove and dispose, complete.	160	LF	\$41.12	\$ 6,579.00	\$64.00	\$10,240.00	\$9.00	\$1,440.00
60	Construct concrete curb and gutter, including subgrade preparation, complete and in place, per City Standard Drawing 2415, complete.	160	LF	\$109.52	\$ 17,523.00	\$175.00	\$28,000.00	\$73.30	\$11,728.00
61	Remove and replace Median Curb and Gutter, per City Standard Drawing 2415B, complete.	86	LF	\$128.28	\$ 11,032.00	\$248.00	\$21,328.00	\$68.00	\$5,848.00
62	Remove and replace Colored Median Concrete, per City Standard Drawing 2408, complete.	9	SY	\$225.69	\$ 2,031.23	\$1,071.00	\$9,639.00	\$125.00	\$1,125.00
63	Remove and replace existing sidewalk, 4-inch Portland cement concrete, per City Standard Drawing 2430, complete.	51	SY	\$260.31	\$ 13,276.00	\$518.00	\$26,418.00	\$116.00	\$5,916.00
64	Remove and replace Existing Colored Concrete sidewalk, 4-inch Portland cement colored concrete, including subgrade preparation per City Standard Drawing 2430, complete.	16	SY	\$228.75	\$ 3,660.00	\$1,190.00	\$19,040.00	\$123.00	\$1,968.00
65	Remove and replace existing colored and textured concrete crosswalk, in kind, complete.	25	SY	\$393.80	\$ 9,845.00	\$1,065.00	\$26,625.00	\$125.00	\$3,125.00
66	Remove and reset traffic sign and post, any size, complete.	2	EA	\$226.00	\$ 452.00	\$3,765.00	\$7,530.00	\$170.00	\$340.00
67	Remove and replace turf sod at Jerry Cline Park per City Specification 1010, complete.	1,578	SY	\$25.82	\$ 40,743.00	\$72.00	\$113,616.00	\$70.80	\$111,722.40
68	Provide temporary Irrigation System at Jerry Cline Park during construction, repair and restore Irrigation System, per City Specification 1001, complete.	1	LS	\$36,484.00	\$ 36,484.00	\$101,725.00	\$101,725.00	\$104,300.00	\$104,300.00
69	Remove existing trees at Jerry Cline Park as shown on Drawings, complete.	5	EA	\$808.40	\$ 4,042.00	\$4,485.00	\$22,425.00	\$3,140.00	\$15,700.00

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Bid Item #	Item Description	Est. Qty	Unit	Engineer's 100% Cost Opinion		AUI, Inc.		TLC Company, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
70	Plant new trees at Jerry Cline Park as shown on Drawings, per City Specification 1005, complete.	15	EA	\$934.00	\$ 14,010.00	\$1,377.00	\$20,655.00	\$960.00	\$14,400.00
71	Remove and replace pedestrian gravel path at Jerry Cline Park as shown on Drawings, per City standard drawing 2416, complete.	252	SY	\$59.30	\$ 14,944.00	\$82.00	\$20,664.00	\$57.50	\$14,490.00
72	Remove and replace concrete mowstrip along pedestrian trail at Jerry Cline Park as shown on Drawings, per City standard drawing 2726, complete.	680	LF	\$11.19	\$ 7,611.00	\$88.00	\$59,840.00	\$63.40	\$43,112.00
73	Remove and replace existing Winrock landscaping in kind, including shrubs, plantings, gravel, and irrigation, complete.	4,100	SF	\$18.10	\$ 74,208.00	\$12.00	\$49,200.00	\$8.40	\$34,440.00
74	Remove and replace existing speed hump in roadway, including striping per detail in Drawings, complete.	10	EA	\$2,172.30	\$ 21,723.00	\$8,045.00	\$80,450.00	\$1,900.00	\$19,000.00
75	Existing valve collar, adjust to grade per Spec 920 and Standard Drawing 2460 including, pavement saw cuts, removal and disposal of existing concrete collar, subgrade prep, and collar.	5	EA	\$2,480.80	\$ 12,404.00	\$1,186.00	\$5,930.00	\$1,000.00	\$5,000.00
76	Replace valve box frame and cover per Standard Drawing 2328.	2	EA	\$2,758.00	\$ 5,516.00	\$1,654.00	\$3,308.00	\$1,550.00	\$3,100.00
77	Replace valve box can per Standard Drawing 2326.	2	EA	\$3,108.50	\$ 6,217.00	\$1,654.00	\$3,308.00	\$1,070.00	\$2,140.00
78	Existing manhole collar, adjust to grade per Specification 920 and Standard Drawing 2460 including, pavement saw cuts, removal and disposal of existing concrete collar, subgrade prep, and collar.	30	EA	\$1,313.43	\$ 39,403.00	\$2,296.00	\$68,880.00	\$2,300.00	\$69,000.00
79	Sanitary Sewer Manhole frame and cover per Standard Drawing 2109.	5	EA	\$2,335.00	\$ 11,675.00	\$2,634.00	\$13,170.00	\$4,500.00	\$22,500.00
80	Storm Drain Manhole frame and cover per Standard Drawings 2210.	5	EA	\$2,189.00	\$ 10,945.00	\$2,634.00	\$13,170.00	\$4,500.00	\$22,500.00
Subtotal of Line Items 1 thru 80					\$ 8,902,351.08		\$12,685,917.00		\$8,200,237.80
81	Mobilization (not to exceed 5% of total bid for construction)	1	LS	\$560,798.00	\$ 560,798.00	\$630,000.00	\$630,000.00	\$400,000.00	\$400,000.00
82	Demobilization (not to exceed 2% of total bid for construction)	1	LS	\$220,313.00	\$ 220,313.00	\$56,200.00	\$56,200.00	\$100,000.00	\$100,000.00
Base Offer - Subtotal of Items 1 through 82					\$ 9,683,462.08		\$13,372,117.00		\$8,700,237.80
Allowances									
	Material Testing	1	LS	\$50,000	\$ 50,000.00	\$50,000	\$50,000.00	\$50,000	\$50,000.00
	Utility Relocation	1	LS	\$25,000	\$ 25,000.00	\$25,000	\$25,000.00	\$25,000	\$25,000.00
	Traffic Control and Barricading	1	LS	\$400,000	\$ 400,000.00	\$400,000	\$400,000.00	\$400,000	\$400,000.00
	Construction Permits	1	LS	\$200,000	\$ 200,000.00	\$200,000	\$200,000.00	\$200,000	\$200,000.00
	Security Services	1	LS	\$150,000	\$ 150,000.00	\$150,000	\$150,000.00	\$150,000	\$150,000.00
Total Allowances					\$ 825,000.00		\$825,000.00		\$825,000.00
Subtotal of Base Offer + Allowances					\$ 10,508,462.08		\$14,197,117.00		\$9,525,237.80
	New Mexico Gross Receipts Tax			7.625%	\$ 801,270.23	7.625%	\$1,082,530.17	7.625%	\$726,299.38
BASE OFFER TOTAL					\$ 11,309,732.31		\$15,279,647.17		\$10,251,537.18
83	Additive Alternate No. 1--Open Cut Crossing of Central Avenue	1	LS	\$657,450	\$ 657,450.30	\$1,182,643	\$1,182,643.00	\$680,000	\$680,000.00
	New Mexico Gross Receipts Tax			7.625%	\$ 50,130.59	7.625%	\$90,176.53	7.625%	\$51,850.00
Subtotal of Additive Alternate No. 1 + NMGRT					\$ 707,580.89		\$1,272,819.53		\$731,850.00
84	Additive Alternate No. 2--HDD Crossing of Central Avenue	1	LS	\$1,081,579	\$ 1,081,578.82	\$874,917	\$874,917.00	\$666,290	\$666,290.00
	New Mexico Gross Receipts Tax			7.625%	\$ 82,470.39	7.625%	\$66,712.42	7.625%	\$50,804.61
Subtotal of Additive Alternate No. 2 + NMGRT					\$ 1,164,049.21		\$941,629.42		\$717,094.61
BASE OFFER + LOWEST COST ADDITIVE ALTERNATE TOTAL					\$ 12,017,313.20		\$16,221,276.59		\$10,968,631.79