

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/16
FOR CITY COUNCIL MEETING OF 01/27/16

ISSUE:

6. Request for Approval of Bid No. 16/03/B – Water History Park & Museum Phase II Interior Rehabilitation Project and Agreement Between Owner and Contractor; Sarcon Construction Corporation and Approval of Budget Increase in the Amount of \$309,863. (LeAnn Valdez)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 11, 2016**

ITEM 7

CIP #421 – WATER HISTORY PARK & MUSEUM PHASE II INTERIOR REHABILITATION PROJECT

- REQUEST OF APPROVAL TO AWARD BID #16/03/B AND AGREEMENT BETWEEN OWNER AND CONTRACTOR TO SARCON CONSTRUCTION CORPORATION IN THE AMOUNT OF \$252,618.33 INCLUSIVE OF NMGR
- REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE AMOUNT OF \$309,863 (LEANN VALDEZ)

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

FUNDING SOURCE: 423041.572970.0113400 and 52359.572970

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP: Change BAR amount of \$309,835

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR IVES	Excused		

City of Santa Fe New Mexico

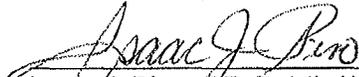
Public Works Dept. - Facilities Division

MEMO

DATE: December 29, 2015

TO: Public Works, CIP & Land Use Committee/Finance Committee/
City Council

VIA: Oscar Rodriguez, Finance Department Director



Isaac J. Pino, PE, Public Works Department Director

David Pfeifer, Facilities Division Director

Robert Carter, Parks and Recreation Division Director

Richard Thompson, Parks Division Director

FROM: LeAnn S. Valdez, Facilities Division Project Administrator 

ISSUE:

CIP #421-Water History Park & Museum Phase II Interior Rehabilitation Project

- Request approval to award Bid #16/03/B, Agreement Between Owner and Contractor (Exhibit A) to Sarcon Construction Corporation in the amount of (\$252,618.33) inclusive of NMGRT.
- Request BAR (Exhibit B) approval in the amount of \$309,863.

BACKGROUND & SUMMARY:

On July 7, 2015 the City of Santa Fe sent out a Request for Qualifications for the Water History Park and Museum project. Qualifications for the rehabilitation of historic structures, and/or rehabilitation of historic windows and/or rehabilitation for NHL plaster and Brick Mortar repair were required. Six responses were submitted including AIC General Contractor, Tent Rock, Crocker LTD, ESA Construction Inc., Longhorn Construction and Sarcon Construction Corporation. Four of the contractors were notified that they qualified to bid the project including Crocker LTD, ESA Construction Inc., Longhorn Construction and Sarcon Construction Corporation.

A request for bids was issued on October 16, 2015 for the project construction to the four qualified bidders. All bids were checked for completeness and accuracy, and upon review, were determined to be reasonable.

The lowest qualified bidder is Sarcon Construction Corporation of Santa Fe with a base bid amount of \$252,618.33, inclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

Completion of the entire scope of work is 90 calendar days from the date of the Notice to Proceed. A project schedule is attached. The contract has provisions for the assessment of liquidated damages in the amount of \$1,000 per calendar day for each consecutive calendar day in excess of this date and time.

Weekly project meetings with the contractor and city staff are scheduled throughout project construction.

MEMO

City of Santa Fe CIP #421- Water History Park and Museum Phase II Rehabilitation Project

Page 2

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

BUDGET:

The City of Santa Fe also has an amount not to exceed \$189,802.00 from the 2012 GO Bond Business Unit #423041.572970.0113400 WIP Construction in the amount of \$189,802.00.

The City of Santa Fe received legislative funding in the amount of \$150,000.00 and funding is available in Water CIP Project Business Unit #52359.572970 WIP Construction in the amount of \$120,033.43.

SCHEDULE:

Public Works Committee: 1/11/16

Finance Committee: 1/19/16

City Council: 1/27/16

See Exhibit C for contract construction schedule (90 days from Notice to Proceed).

REQUESTED ACTION:

Please approve to award Bid #16/03/B, Agreement Between Owner and Contractor (Exhibit A) to Sarcon Construction Corporation in the amount of (\$252,618.33) inclusive of NMGRT and BAR in the amount of \$309,863.

ATTACHMENTS:

Agreement Between Owner and Contractor exhibit (Exhibit A)

Summary of Contracts

BAR (Exhibit B)

Project Schedule (Exhibit C)

Bid Tabulation (Exhibit D)

Certificate of Liability Insurance

City of Santa Fe Business License

xc: Project File

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Sarcon Construction Corporation

Procurement Title: CIP#421- Water History Park & Museum Phase II Interior Rehabilitation Project

Solicitation RFB#: '16/03/B

Department Requesting/Staff Member Public Works/David Pfeifer

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

LeAnn Valdez, Project Administrator
 Department Rep Printed Name and Title

LeAnn Valdez 1/4/16
 Department Rep Signature attesting that all information included

Chelsey Rodriguez for
 Purchasing Officer attesting that all information is reviewed
 9/04/16

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input type="checkbox"/>	Final RFQ
<input type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all RFQ submittals
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input type="checkbox"/>	Bid Tab

*

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input type="checkbox"/> | <input type="checkbox"/> | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Bidders/Offerors that award was made |
| <input type="checkbox"/> | <input type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor Disclosures & Conflicts of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s)) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor –Conflicts of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontractor Disclosures |
| <input type="checkbox"/> | <input type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontractor –Conflicts of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Veterans Exemption |

*

Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Original bid(s) with no redactions

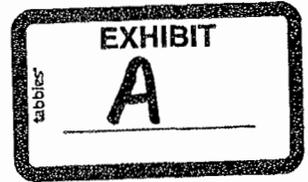
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

*



Document A101™ – 2007



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 27th day of January in the year 2016
(The twenty seventh day of January in the year two thousand and sixteen.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Santa Fe
200 Lincoln Ave
Santa Fe, New Mexico 87501

and the Contractor:
(Name, legal status, address and other information)

Sarcon Construction Corporation
PO Box 6020
Santa Fe, NM 87502
(505) 474-4700

for the following Project:
(Name, location and detailed description)

CIP#421- Water History Park & Museum Phase II Interior Rehabilitation Project
1209 Canyon Road
Santa Fe, NM
87501

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

The Architect:
(Name, legal status, address and other information)

Victor Johnson Architect
PO Box 1866
Santa Fe, New Mexico 87504

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The project work includes restoration of the interior of a historic building, rehabilitation of historic wood windows, natural hydraulic lime plasters and brick repair, structural and general framing, wood flooring, paint and stain, wood ceiling, electrical, HVAC, wood doors and insulation at the Water History Park and Museum located at 1209 Canyon Road, Santa Fe, NM.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work will be the date on the Notice to Proceed from the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

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(Paragraphs deleted)

ninety (90) calendar days from the date of commencement subject to adjustments of this Contract Time as provided in the Contract Documents. Liquidated Damages of one thousand dollars (\$1,000) per calendar day will apply for work not completed by the Substantial Completion Date.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred fifty two thousand, six hundred eighteen thousand and thirty three cents (\$ 252,618.33), inclusive of New Mexico Gross Receipts tax subject to additions and deductions as provided in the Contract Documents.

§ 4.2

(Paragraphs deleted)

Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
General Requirements		\$ 9,955.38
General Labor		\$17,914.00
Carpentry & Trim		\$18,000.00
Framing Modifications (S-sheets)		\$53,049.00
Painting		\$27,097.38
Wood Window Rehabilitation		\$13,254.00
Wood Doors and Hardware		\$17,001.00
NHL Plaster/Brick & Mortar Repair		\$ 2,500.00
Wood Floor & Finish		\$14,513.00
HVAC		\$31,941.00
Electrical		\$16,900.00
Overhead/Profit		\$11,106.24
NMGRT		\$19,387.33
Total		\$252,618.33
Alternate #1- Delete Roof Coating		(\$ 6,000.00)
Alternate #2- Delete Painting Exterior Walls		(\$ 3,200.00)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty one (21) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

(Paragraphs deleted)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Within fifteen days of the Contractor's request for final payment has been submitted to the City, provided the Owner has received the Consent of Surety and Waivers and Release of Liens from the Contractor.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The City will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(In Accordance with New Mexico Public Works Mediation Act 13-4C-11, NMSA 1978)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address and other information)

LeAnn Valdez
Project Administrator
Public Works Department/ Facilities Division
City of Santa Fe
2651 Siringo Road, Building E
Santa Fe, New Mexico 87505
Office Phone (505) 955-5938

§ 8.3 The Contractor's representative:

(Name, address and other information)

Peter Brill
Sarcon Construction Corporation
PO Box 6020
Santa Fe, NM 87502
Office Phone (505) 474-4700

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User Notes:

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§ 8.4

(Paragraphs deleted)

Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ :

§ 8.5.1 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

(Paragraphs deleted)

§ 8.5.2 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

§ 8.5.3 THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

§ 8.5.4 STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-I-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

§ 8.5.5 CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

§ 8.5.6 ASSIGNMENT: SUBCONTRACTING

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The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

§ 8.5.7 RELEASE

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

§ 8.5.8 INSURANCE

A. The contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

§ 8.5.9 RECORDS AND AUDIT

The contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

§ 8.5.10 APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

§ 8.5.11 AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

§ 8.5.12 NON-DISCRIMINATION

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User Notes:

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During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

§ 8.5.13 SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

8.5.14 NOTICES

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party:

OWNER:	Public Works Department /Facilities Division, City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909
CONTRACTOR:	Sarcon Construction Corporation PO Box 6020 Santa Fe, NM 87502

8.5.15 NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

8.5.16 TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on January 30, 2017, unless sooner pursuant to section 7, infra.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

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§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Request for Qualifications '16/03/QB	Request for Qualifications	July 2015	11
Request for Bids '16/03/B	Request for Bids	Bids Due November 19, 2015	

§ 9.1.4 The Specifications:

(Paragraphs deleted)

(The specifications are included in the drawings as provided by the Owner.

§ 9.1.5 The Drawings:

(Provided by the Owner designed by the Architect.)

Number	Title	Date
--------	-------	------

§ 9.1.6 Additional documents, if

(Table deleted)

any, forming part of the Contract Documents:

None

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(Paragraph deleted)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance and Payment Bonds	100% of the Contract amount
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 general aggregate
Automobile Liability	\$500,000 combined single limit
Workers Compensation	\$100,000 each accident, \$100,000 disease, each employee
Workers Compensation	\$500,000 disease, policy limit

Init.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

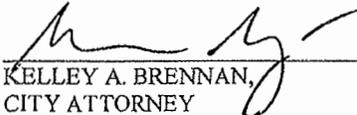
JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
CITY ATTORNEY

12/29/15

CONTRACTOR: SARCON CONSTRUCTION
CORPORATION

BY: PRESIDENT

NM LICENSE #: 55590

CRS #: 0524920071213

CITY BUSINESS REGISTRATION #: L-1415968720

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52359.572970 and 423041.572970

Business Unit/Line Item

(Paragraphs deleted)

Init.

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User Notes:

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(1197894503)



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Sarcon Construction Corporation

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$252,618.33

Termination Date: June 30, 2017

Approved by Council Date: January 27, 2016

or by City Manager Date: _____

Contract is for: CIP#421- Water History Park & Museum Phase II Interior Rehabilitation Project

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

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

Amount \$ 252,618.33 of original Contract# _____ Termination Date: 06/30/2017
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: Open
Reason: _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Amount \$ _____ amendment # _____ Termination Date: Open
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

5 Total of Original Contract plus all amendments: \$ 252,618.33

6 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other RFB #16/03/B

7 **Procurement History:** First year of open Agreement
8 example: (First year of 4 year contract)

Funding Source: Power Plant Park BU/Line Item#: # 423041.572970 & 423041.572970.0113400

9 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

Staff Contact who completed this form: LeAnn Valdez *LV* Phone # 955 5938

10 Division Director: David J. Pfeifer *David Pfeifer*

11 Department Director: Isaac J. Pino *Isaac Pino*

Certificate of Insurance attached. (if original Contract)

12 Description of your efforts to reduce the cost of the contract including information on efforts to obtain
13 other quotes for the contracted activity: Negotiated with contractor

14 Prior year's contract amount?: NA

15 Describe service impact from an ongoing commitment to the contractor: N/A

16 Why staff cannot perform the work?: required licenses

If extending contract, why?: N/A

17 Was a Santa Fe company awarded contract? If not, why?: Yes

18 _____

Has the contract been approved as to form by City Attorney's Office?: Yes
Is this for City Manager or Council approval?: City Council

16.01.005.PW



City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

Jan 1/12/16

DEPARTMENT / DIVISION / SECTION / UNIT NAME PUBLIC WORKS/FACILITIES DIVISION				DATE 12/29/2015		
ITEM DESCRIPTION	BU / LINE ITEM	--(Finance Dept Use Only)--		INCREASE	DECREASE	
		SUBLEDDGER / SUBSIDIARY	DR / (CR)			
Power Plant Park/WIP Construction	423041.572970.0113400		DR	189,802		
Revenues NMDFA	51359.490210			120,033		
WIP Design	52359.572960				8,567	
WIP Construction	52359.572970				111,467	
Revenues NMDFA	413041.490210			(120,033)		
WIP Construction	423041.572970			120,033		
RECEIVED						
JAN 12 2016						
FINANCE DEPT						
CITY OF SANTA FE						
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	\$ 309,835	\$ 120,034

CIP #421- Water History Park and Museum Phase II Interior Rehabilitation Project. Funding available in the 2012 GO Bond in the amount of \$189,802 unbudgeted from the cash balance and legislative funding in the amount of \$150,000 with a balance of \$120,033.43.

LeAnn Valdez Prepared By	12/29/2015 Date	CITY COUNCIL APPROVAL City Council Approval Required <input checked="" type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	ADU Budget Officer	1/12/16 Date
<i>David Lewis</i> Division Director	1.4.15 Date		<i>[Signature]</i> Finance Director	1-13-2016 Date
Department Director	Date		City Manager	Date

Company	Business Unit	Object Account	Subsidiary	Account Description	Cumulative 13 Actual 2015	Cumulative 13 Actual 2014	Cumulative 13 Actual 2013	Cumulative 13 Actual 2012
43041	43041	100700	07000	Cash due from Hub	189,802.08	189,802.08	189,802.08	0.08
43041	43041	301010		Fund Balance-Unreserved	-189,802.08	-189,802.08	-0.08	5,370.92
Total 43041					0.00	0.00	189,802.00	5,371.00
43041	413041	600100	0113400	Operating Transfers In	0.00	0.00	-234,802.00	
43041	413041	600150		Interfund Transfers In	0.00	0.00	0.00	-5,371.00
Total 413041					0.00	0.00	-234,802.00	-5,371.00
43041	423041	700100	0113400	Operating Transfers Out	0.00	0.00	45,000.00	
Total 423041					0.00	0.00	45,000.00	
Total 43041					0.00	0.00	0.00	0.00
Grand Total					0.00	0.00	0.00	0.00

423041-Power Plant Park				
WIP Construction	423041.572970.0113400		189,802	

EXHIBIT

C

Tables

CIP#421 - Water History Park & Museum Phase II Interior Rehabilitation Project

Activity	Start	End	Day	Duration
Public Works Committee for approval of Construction Contract.	Mon 01/11/16	Mon 01/11/16	Mon	1 day
Finance Committee for approval of Construction Contract	Tue 01/19/16	Tue 01/19/16	Tue	1 day
City Council Committee for approval of Construction Contract	Wed 01/27/16	Wed 01/27/16	Wed	1 day
Notice to Proceed	Fri 02/12/16	Fri 02/12/16	Fri	1 day
Construction to Start	Mon 02/15/16	Fri 06/17/16	Mon	90 days
Construction Progress Meetings	Mon 02/15/16	Fri 06/17/16	Mon	90 days
Substantial Completion	Fri 06/17/16	Fri 06/24/16	Fri	6 days
Final Completion	Fri 06/24/16	Fri 07/01/16	Fri	6 days

Client#: 1142917

SARGOCON1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Inc. NM - CL 320 Osuna Rd, NE, Suite G-1 Albuquerque, NM 87107	CONTACT NAME: Sam Conlee / Cindy Earnest	
	PHONE (A/C, No., Ext): 505 262-2621 FAX (A/C, No.): E-MAIL ADDRESS: Cindy.Earnest@usi.biz	
INSURED Sarcon Construction Corporation and Peter Brill Inc. PO Box 6020 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Builders Trust of New Mexico	99999
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	EPP0137599	05/01/2015	05/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	EBA0137599	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	EPP0137599	05/01/2015	05/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC10000051692015A	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Water history park & museum phase ii-interior rehabilitation project, 1209 Canyon Rd., Santa Fe, NM 87501.

The General Liability and Automobile policy(s) include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder & Owner, only when there is a written contract (See Attached Descriptions)

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

City of Santa Fe, New Mexico

BUSINESS LICENSE



CITY OF Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §§8-1 SFCC 1987

Official Document
Please Post

Business Name: SARCON CONSTRUCTION CORP

Location: 2044 GALISTEO RD I

Class: CONTRACTOR - GENERAL

Comment:

Control Number: 0032359

License Number: 15-90097917

Issue Date January 12, 2015

Expiration Date December 31, 2015

SARCON CONSTRUCTION CORP
PO BOX 6020

SANTA FE NM 87502

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

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