

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/21/16
FOR CITY COUNCIL MEETING OF 03/30/16

ISSUE:

11. Request for Approval of Bid No. 16/18/B – Acequia Trail from Harrison Road to La Cieneguita for On Call Roadway and Trail Construction Services; Century Club Construction, LLC and Approval of Budget Adjustment in the Amount of \$41,500. (Leroy Pacheco)

FINANCE COMMITTEE ACTION:

Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

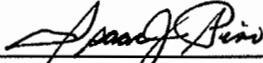
City of Santa Fe, New Mexico

memo

DATE: March 15, 2016

TO: Finance Committee

VIA:


Isaac J. Pino PE, Public Works Department Director
John J. Romero PE, Engineering Division Director 
Leroy N. Pacheco PE, River Watershed & Trails Section Supervisor 

ITEM AND ISSUE:

CIP #438B – ACEQUIA TRAIL FROM HARRISON ROAD TO LA CIENEGUITA
RECOMMENDATION OF AWARD UNDER BID # 16/18/B - ON A CALL ROADWAY AND TRAIL
CONSTRUCTION SERVICES, AND APPROVAL OF CONTRACT IN THE AMOUNT OF \$79,242.50
PLUS TAX

BACKGROUND & SUMMARY:

On January 27 2016 the city council approved RFB 16/18/B with Century Club Construction, LLC of Albuquerque, NM for on call construction services. The attached on-call construction services contract was approved for an amount not to exceed \$4,000,000.00 and expires on January 27, 2018. To date this contract has not been executed for work on any city projects and therefore has a remaining cap of \$4,000,000.00 for use. Task order #1 on the on-call construction services contract will be to construct the extension of the Acequia Trail from Harrison Road to La Cieneguita, and includes replacing a drainage culvert underneath Harrison Road, to improve drainage in that area.

Funds for this project are available and budgeted in Business Unit 426002 and were allocated by city council under the 2012 General Bond Obligation for Parks and Trails according to the attached Budget Summary.

The Acequia Trail will become a nearly 7-mile bikeway (bike-friendly roadway and non-motorized trail) that extends from the downtown Railyard to San Felipe Road, through some of the city's most densely populated residential neighborhoods.

RECOMMENDED ACTION:

Approval of award of construction to Century Club Construction, LLC under the terms of the approved on-call construction services contract RFB 16/18/B as described in the attached cost summary, for a total amount of \$79,242.50 plus tax.

Attachments:

1. Budget Summary
2. Bikeway Context Map
3. Task Order #1 Century Club Construction, LLC Proposal
4. Engineer's Estimate
5. Construction Agreement
6. Summary of Contracts
7. Procurement Checklist

Budget Summary (2012 General Obligation Bond allocation for Acequia Trail Connections - Projects 1.9, 1.10, 1.11 and 1.13)

Fund	Acequia Trail	Description	Original Budget	Current Budget	Proposed BAR	New Budget
426002	1.9 Acequia Trail	Hmos Rodriguez Park to Harrison	\$ 66,000.00			
	1.10 Acequia Trail	Bridge to Onate	\$ 88,000.00			
	1.11 Acequia Trail	Bridge to Kathryn	\$ 88,000.00	\$ 230,244.84	\$ (41,500.00)	\$ 188,744.84
	1.13 Acequia Trail	Connection to Larragoite Park (deleted by BTAC @ 30% design)	\$ 73,400.00			
		Original Budget Allocation	\$ 315,400.00			
	Radian - Design Engineering Services	Design Services (Projects 1.9, 1.10, 1.11 and 1.13) COMPLETED	\$ 175,732.63			
	Radian - Construction Engineering	Estimated Construction Engineering (Project 1.9)	\$ 8,500.00			
			184,232.63			
	Century Club Construction LLC	Pending Construction Services (Project 1.9)	\$ 85,829.53			
	Construction Contingency	Estimated Construction Contingency (Project 1.9)	\$ 7,930.47			
			93,760.00	\$ 60,760.00	\$ 33,000.00	\$ 93,760.00
	City Staff Payroll	Estimated Inpsecion Costs (Project 1.9)	\$ 8,500.00		\$ 8,500.00	\$ 8,500.00
		Projected Expenses to Date (Projects 1.9, 1.10, 1.11 and 1.13)	\$ 286,492.63			
		Remaining Budget Allocation (for Projects 1.10 and 1.11)	\$ 28,907.37	\$ 291,004.84		\$ 291,004.84

Budget

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: GM Emulsion, LLC. / EMCO, LLC. / Century Club Construction, LLC.

Procurement Title: On Call Roadway & Trails Construction Services

Solicitation RFB#: '16/18/B

Department Requesting/Staff Member: Public Works - Roadway & Drainage Section/ James Martinez

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 type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment <i>(Three (3) Contracts for On Call Services)</i>
<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: _____

James Martinez Project Administrator
 Department Rep Printed Name and Title

James Martinez
 Department Rep Signature attesting that all information included

 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

*

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input checked="" 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 checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning bid(s) (this is a copy that has all confidential/proprietary information excluded) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Bidders/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" 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

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

CONTRACT*

YES N/A

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

MISCELLANEOUS FILE*

YES N/A

- | | | |
|-------------------------------------|--------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Local Preference Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | New Mexico Residence Form |
| <input checked="" 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)*

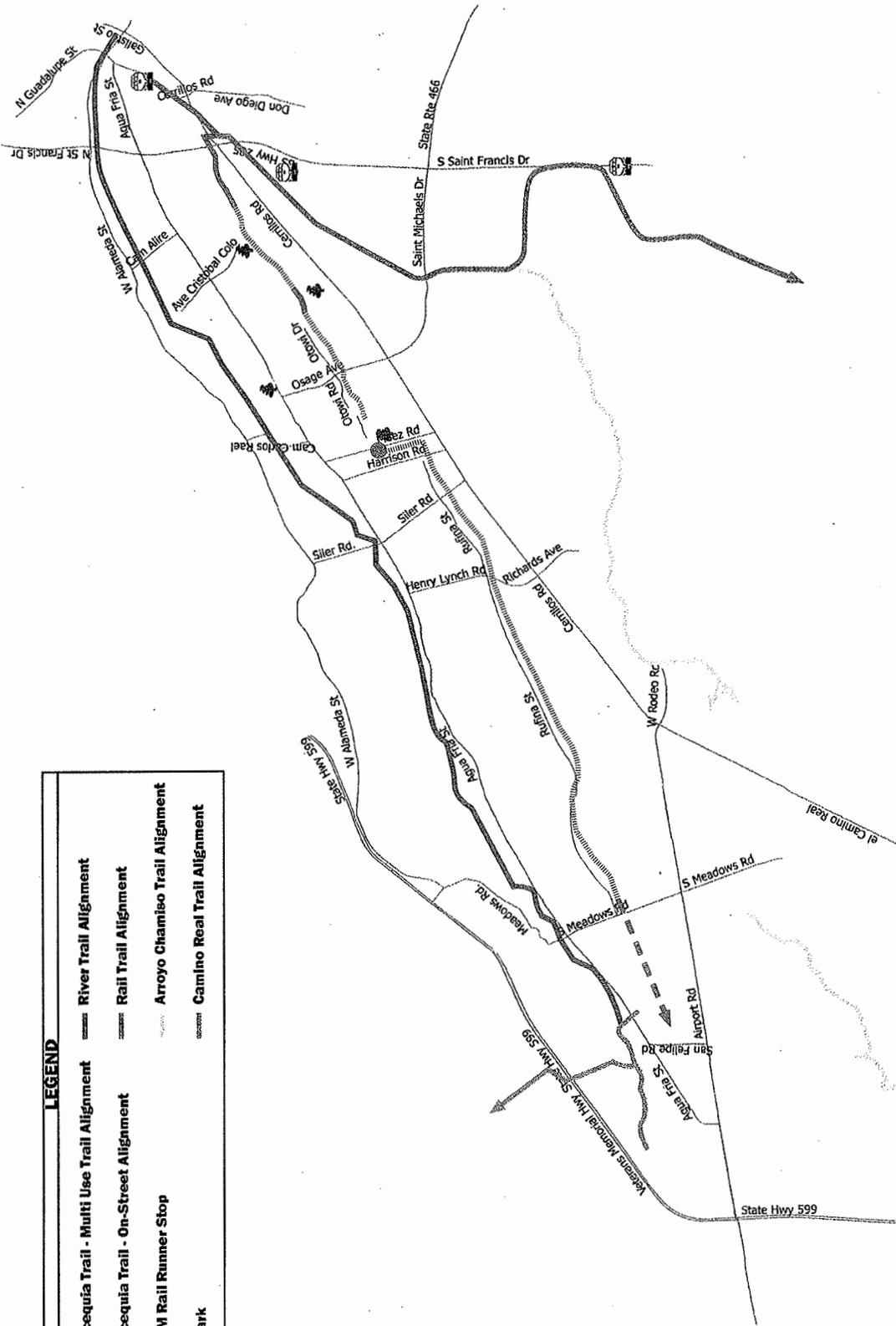
YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Original bid(s) with no redactions

James Martinez Project Administrator
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included



LEGEND

- Acequia Trail - Multi Use Trail Alignment
- River Trail Alignment
- Acequia Trail - On-Street Alignment
- Rail Trail Alignment
- Arroyo Chamiso Trail Alignment
- Camino Real Trail Alignment
- NM Rail Runner Stop
- Park



otowi / Iujan to maclovía
 City of Santa Fe
 February 2016

ACEQUIA TRAIL

16/18/B ON-CALL Roadway & Trails Construction Services - Quick Project Estimate Sheet

Item No.	Item Description	Unit	Quantity	Century Club	Century Club Bid
1	Clearing & Grubbing	ALLOWANCE	6000	\$6,000.00	\$ 6,000.00
2	Unclassified Excavation	CY	40	\$6.00	\$ 240.00
3	Subgrade Preparation (1-500 SY/IN)	SY/IN	3792	\$0.50	\$ 1,896.00
4	Base Course (1 - 500 SY/IN)	SY/IN	486	\$1.75	\$ 850.50
5	Asphalt Matl. For Tack Coat	TON	0.03	\$650.00	\$ 19.50
6	Prime Coat Material	TON	0.14	\$700.00	\$ 98.00
7	HMA- SP-III Complete (1 - 10,000 SY/IN)	SY/IN	567	\$7.00	\$ 3,969.00
8	Removal of Structures And Obstructions	LS	3500	\$1.00	\$ 3,500.00
9	Pedestrian/Bicycle Railing	LF	145	\$53.00	\$ 7,685.00
10	Concrete Sidewalk 4" (101 - 500SY)	SY	235	\$34.00	\$ 7,990.00
11	Concrete Barrier Curb & Gutter 6" x 24" (31 - 250 LF)	LF	60	\$22.00	\$ 1,320.00
12	Mobilization	LS	11050	\$1.00	\$ 11,050.00
13	Class A Seeding	ACRE	0.2	\$9,800.00	\$ 1,960.00
14	Panel Signs	SF	25	\$22.00	\$ 550.00
15	Steel/Base Post for Aluminum Panel Signs (Marion U-Chan	LF	43	\$18.50	\$ 795.50
16	Traffic Control Devices for Construction	LS	4000	\$1.00	\$ 4,000.00
17	Retroreflectized Painted Markings 12"	LF	88	\$5.25	\$ 462.00
18	Detectable Warning (ADA Ramp)	SF	42	\$26.00	\$ 1,092.00
19	Construction Staking by Contractor	LS	6000	\$1.00	\$ 6,000.00
20	Testing Allowance	ALLOWANCE	1250	\$1,250.00	\$ 1,250.00
				On-Call Items - Subtotal	\$ 60,727.50
Additional Items Added To Project					
21	42S x 29R (Nominal) Culvert Pipe	LF	93	80	\$ 7,440.00
22	42S x 29R (Nominal) Arch End Section	EA	1	1500	\$ 1,500.00
23	Rip Rap Class E	CY	12	350	\$ 4,200.00
24	Woven Wire Fence 6-ft	LF	215	25	\$ 5,375.00
				Change Order - Subtotal	\$ 18,515.00

Subtotal \$ 79,242.50
 NMGRT \$ 6,587.03

Total \$ 85,829.53

CITY OF SANTA FE
 CONSTRUCTION COST ESTIMATE - 100% DESIGN SUBMITTAL
 CITY PROJECT NO: CIP#438 B

PROJECT LENGTH: 0.044 Miles

ROUTE/ROAD: ACEQUIA TRAIL
 TERMINI: Harrison Road to La Cieneguita
 TYPE-OF CONSTRUCTION: MULTI USE TRAIL

PAVEMENT WIDTH: 8-FEET
 PAVEMENT THICKNESS: 4" CONCRETE OVER SUBGRADE PREP

PREPARED BY: Radian Engineering, LLC

Date: 11/17/2015

Unit Category:
 Summary

	ITEM DESCRIPTION	SUBTOTAL	NMGR (8.3125%)	E&C (@8%)	TOTAL
1	Multi-Use Trail	\$81,670.00	\$6,788.82	\$6,533.60	\$94,992.42
2	Construction Signing	\$45,000.00	\$3,740.63	\$3,600.00	\$52,340.63
3	Permanent Signing	\$1,799.00	\$149.54	\$143.92	\$2,092.46
4	Construction Engineering	\$7,000.00	\$581.88	\$560.00	\$8,141.88
Project Total:					\$157,567.38

CITY OF SANTA FE
 CONSTRUCTION COST ESTIMATE - 100% DESIGN SUBMITTAL
 CITY PROJECT NO: CIP#438 B

PROJECT LENGTH: 0.044 Miles

ROUTE/ROAD: ACEQUIA TRAIL
 TERMINI: AVE Harrison Road to La Cieneguita
 TYPE OF CONSTRUCTION: MULTI USE TRAIL

PAVEMENT WIDTH: 8-FEET
 PAVEMENT THICKNESS: 4" CONCRETE OVER SUBGRADE PREP

PREPARED BY: Radian Engineering, LLC

Date: 11/17/2015

Unit 1 Category:
 Multi-Use Trail

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QUANTITY	UNIT COST	COST
201000	CLEARING AND GRUBBING	ALLOW	ALLOW	\$6,500.00	\$6,500.00
203000	UNCLASSIFIED EXCAVATION	CU. YD.	40	\$20.00	\$800.00
207010	SUBGRADE PREPARATION (251-500 SY)	SQ. YD.	316	\$6.00	\$1,896.00
304002	BASE COURSE (251-500 SY/IN)	SY/IN	486	\$2.50	\$1,215.00
407000	ASPHALT MATERIAL FOR TACK COAT	TON	0.03	\$800.00	\$24.00
408100	PRIME COAT MATERIAL	TON	0.14	\$750.00	\$105.00
423254	HMA-SP-III COMPLETE (501 + SY/IN)	SY/IN	567	\$10.00	\$5,670.00
570162	42"Sx29"R (NOMINAL) CULVERT PIPE ARCH	LIN. FT.	93	\$110.00	\$10,230.00
570163	42"Sx29"R (NOMINAL) CULVERT PIPE ARCH END SECTION	EACH	1	\$1,800.00	\$1,800.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	ALLOW	ALLOW	\$15,000.00	\$15,000.00
602040	RIPRAP CLASS E	CU. YD.	12	\$250.00	\$3,000.00
607016	WOVEN WIRE FENCE 6'	LIN. FT.	215	\$30.00	\$6,450.00
607079	PEDESTRIAN/BICYCLE RAILING	LIN. FT.	145	\$80.00	\$11,600.00
608004	CONCRETE SIDEWALK 4" (1-250 SY)	SQ. YD.	235	\$48.00	\$11,280.00
609424	CONCRETE BARRIER CURB & GUTTER 6"X24" (1-450 LF)	LIN. FT.	60	\$35.00	\$2,100.00
621000	MOBILIZATION	MILE	65	\$40.00	\$2,600.00
632000	CLASS A SEEDING	ACRE	0.2	\$2,800.00	\$560.00
704900	DETECTABLE WARNING (ADA RAMPS)	SF	42	\$20.00	\$840.00
				Sub-Total	\$81,670.00
				NMGRT (8.3125%)	\$6,788.82
				E&C (8%)	\$6,533.60
				Sub-Total Roadway	\$94,992.42

CITY OF SANTA FE
 CONSTRUCTION COST ESTIMATE - 100% DESIGN SUBMITTAL
 CITY PROJECT NO: CIP#438 B

PROJECT LENGTH: 0.044 Miles

ROUTE/ROAD: ACEQUIA TRAIL
 TERMINI: AVE Harrison Road to La Cieneguita
 TYPE OF CONSTRUCTION: MULTI USE TRAIL

PAVEMENT WIDTH: 8-FEET
 PAVEMENT THICKNESS: 4" CONCRETE OVER SUBGRADE PREP

PREPARED BY: Radian Engineering, LLC

Date: 11/17/2015

Unit 2 Category:
 Construction Signing

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QUANTITY	UNIT COST	COST
702010	TRAFFIC CONTROL COMPLETE	DAY	90	\$500.00	\$45,000.00
				Sub-Total	\$45,000.00
				NMGRT (8.3125%)	\$3,740.63
				E&C (8%)	\$3,600.00
				Sub-Total Construction Signing	\$52,340.63

CITY OF SANTA FE
 CITY OF SANTA FE
 CONSTRUCTION COST ESTIMATE - 100% DESIGN SUBMITTAL
 CITY PROJECT NO: CIP#438 B

PROJECT LENGTH: 0.044 Miles

ROUTE/ROAD: ACEQUIA TRAIL
 TERMINI: AVE Harrison Road to La Cieneguita
 TYPE OF CONSTRUCTION: MULTI USE TRAIL

PAVEMENT WIDTH: 8-FEET
 PAVEMENT THICKNESS: 4" CONCRETE OVER SUBGRADE PREP

PREPARED BY: Radian Engineering, LLC
 Unit 3 Category:
 Permanent Signing

Date: 11/17/2015

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QUANTITY	UNIT COST	COST
701000	PANEL SIGNS	SQ. FT.	25	\$25.00	\$625.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN. FT.	43	\$14.00	\$602.00
704212	RETROREFLECTIVE PLASTIC PVMT. STRIPE 12"	LIN. FT.	88	\$6.50	\$572.00
				Sub-Total	\$1,799.00
				NMGRT (8.3125%)	\$149.54
				E&C (8%)	\$143.92
				Sub-Total Permanent Signing	\$2,092.46

CITY OF SANTA FE
 CITY OF SANTA FE
 CONSTRUCTION COST ESTIMATE - 100% DESIGN SUBMITTAL
 CITY PROJECT NO: CIP#438 B

PROJECT LENGTH: 0.044 Miles

ROUTE/ROAD: ACEQUIA TRAIL
 TERMINI: AVE Harrison Road to La Cieneguita
 TYPE OF CONSTRUCTION: MULTI USE TRAIL

PAVEMENT WIDTH: 8-FEET
 PAVEMENT THICKNESS: 4" CONCRETE OVER SUBGRADE PREP

PREPARED BY: Radian Engineering, LLC
 Unit 4 Category:
 Construction Engineering

Date: 11/17/2015

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QUANTITY	UNIT COST	COST
801000	CONSTRUCTION STAKING BY CONTRACTOR	HOUR	30	\$150.00	\$4,500.00
802102	TESTING ALLOWANCE	ALLOW	ALLOW	\$2,500.00	\$2,500.00
				Sub-Total	\$7,000.00
				NMGRT (8.3125%)	\$581.88
				E&C (8%)	\$560.00
				Sub-Total Construction Engineering	\$8,141.88



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2016

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 DOWNEY & COMPANY 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Susan Vance PHONE (A/C, No, Ext): 505.881.0300 x107 FAX (A/C, No): 505.881.0908 E-MAIL ADDRESS: svance@downeyandco.com															
INSURED Century Club Construction, LLC 8201 Golf Course Rd NW Suite D3 #295 Albuquerque NM 87120		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Phoenix Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co</td> <td></td> </tr> <tr> <td>INSURER D: New Mexico Security Insurance</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co		INSURER B: Phoenix Insurance Co		INSURER C: Travelers Property Casualty Co		INSURER D: New Mexico Security Insurance		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Charter Oak Fire Insurance Co																	
INSURER B: Phoenix Insurance Co																	
INSURER C: Travelers Property Casualty Co																	
INSURER D: New Mexico Security Insurance																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16/17 Multi CCC **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 ISBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			DT-CO-0E189746-COF-16	01/25/2016	01/25/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			DT-810-0E189746-PHX-16	01/25/2016	01/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 500,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			DTSM-CUP-0E189746-TIL-16	01/25/2016	01/25/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76530.105	11/27/2015	11/27/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER	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 Susan Vance/SJV <i>Susan J. Vance</i>

FINANCE DEPARTMENT-FINANCE COMMITTEE

Finance Packet Checklist

The following information should be included in all packets to ensure your item is not pulled.

Contracts/Agreements/Grants/BARS/Bids/RFP's	YES	NO	N/A
Memo			
Address memo to Finance Committee-Initiated by all Staff	<input checked="" type="checkbox"/>		
Provide explanation if and when Budget available	<input checked="" type="checkbox"/>		
Include Funding Source-Business Unit and Line Item	<input checked="" type="checkbox"/>		
Include approval term if requesting more than 1 yr	<input checked="" type="checkbox"/>		
Verify term in memo matches term of Contract	<input checked="" type="checkbox"/>		
Include Vendor awarded the contract	<input checked="" type="checkbox"/>		
Include Bid/RFP # in memo	<input checked="" type="checkbox"/>		
Submit Originals to the City Clerk's office	<input checked="" type="checkbox"/>		
Contracts and Agreements			
Attach initialed Memo addressed to Finance Committee	<input checked="" type="checkbox"/>		
Need approval from legal-must be "Approved As To Form" by City Attorney	<input checked="" type="checkbox"/>		
Include CRS # in contract	<input checked="" type="checkbox"/>		
Include Business Registration # in contract	<input checked="" type="checkbox"/>		
Attach Summary of Contract and Agreement Form	<input checked="" type="checkbox"/>		
Attach Certificate of Insurance	<input checked="" type="checkbox"/>		
Attach Procurement Checklist	<input checked="" type="checkbox"/>		
Submit single sided copy of contract to Finance	<input checked="" type="checkbox"/>		
Forward Originals to the City Clerk's office	<input checked="" type="checkbox"/>		
Bids/RFP's/Agreements/Grants			
Route all contracts, MOU's and agreements through Purchasing 1st for "Procurement Checklist"	<input checked="" type="checkbox"/>		
Forward to City Attorney for "Approved as to Form" Approval	<input checked="" type="checkbox"/>		
Forward complete contract to Budget Officer for review and approval	<input checked="" type="checkbox"/>		
Forward BARS-to Accounting for review and signature (Grants or Special Projects)	<input checked="" type="checkbox"/>		
Forward all other BARS directly to Budget Office for review and approval	<input checked="" type="checkbox"/>		
Contracts >\$50k forward to Finance Committee-all others forward to Finance Department	<input checked="" type="checkbox"/>		

ITEM # 16-0053

On Call Roadway & Trails Construction Services

RFB No. '16/18/B

B.1. CONSTRUCTION AGREEMENT

ORIGINAL

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

On Call Roadway & Trails Construction Services RFB# '16/18/B

This Agreement is entered into this 2nd day of February, 2016, by and between the
CITY OF SANTA FE, herein known as the Owner, and
Century Club Construction, LLC., herein known as the Contractor.

For the following:

PROJECT: On Call Roadway & Trails Construction Services

OWNER City of Santa Fe, Public Works Department
Roadway & Trails Engineering Division
P.O. Box 909
Santa Fe, New México 87504-0909

DISTRIBUTION:

OWNER
CONTRACTOR Century Club Construction, LLC
ENGINEER _____

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of January 27, 2016.

The OWNER and the CONTRACTOR agree:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services. (Bid Number '16/18/B).

The work designated as On Call Roadway & Trails Construction Services consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians / bicyclists, and other trail users, as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3

TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than 30 weather working Days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum shall not exceed Four Million Dollars and 00/100 cents (\$4,000,000.00).

The Contract Sum is determined as follows:

Base Bid	\$ 3,907,810.30
Gross Receipts Tax (8.3125%)	\$ 324,836.73
<i>Base Bid plus NMGR</i>	<u>\$ 4,232,647.03</u>

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the 90 day Contract period. This

progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9

GENERAL AND SPECIAL PROVISIONS

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.
- 9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.
- 9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor or subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors and suppliers.
- 9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice being given by the

Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

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

9.14 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) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Public Works Department Roadway & Trails Engineering Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
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CONTRACTOR	Century Club Construction, LLC <hr/> 8201 Golf Course Rd. NW #D3-295 <hr/> Albuquerque, NM 87120 <hr/> New Mexico License# 375798
------------	--

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

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

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

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

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

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

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

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

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

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

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

9.26 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 Owner 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.

9.27 Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10 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.

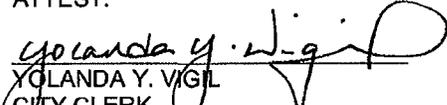
This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE


JAVIER M. GONZALES, MAYOR

DATE: 2/2/16

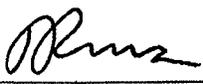
ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 1/27/16

APPROVED AS TO FORM:


KELLEY BRENNAN, CITY ATTORNEY 1/13/16

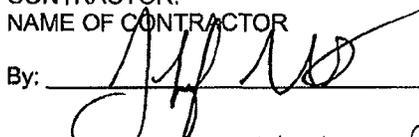
APPROVED:

 2-1-2016

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Various
Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: 
Signature
Jeff Webster, President
Print Name and Title of Signer

Date: 1/15/16

NM Taxation & Revenue CRS No.:
03-252181-00-2

City of Santa Fe Business Reg. No.:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2015

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 DOWNEY & COMPANY 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	CONTACT NAME: Susan Vance
	PHONE (A/C No, Ext): 505.881.0300 x107 FAX (A/C No): 505.881.0908 E-MAIL ADDRESS: svance@downeyandco.com
INSURED Century Club Construction, LLC 3201 Golf Course Rd NW Suite D3 #295 Albuquerque NM 87120	INSURER(S) AFFORDING COVERAGE
	INSURER A: Charter Oak Fire Insurance Co
	INSURER B: Phoenix Insurance Co
	INSURER C: Travelers Property Casualty Co
	INSURER D: New Mexico Security Insurance
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015 Multi Century Club 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.

ISR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DT-CO-0E189746-COF-15	01/25/2015	01/25/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
3	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-0E189746-PHX-15	01/25/2015	01/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
2	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		DISM-CUP-0E189746-TIL-15	01/25/2015	01/25/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	76530.105	11/27/2015	11/27/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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)
CITY OF SANTA FE IS RECOGNIZED AS ADDITIONAL INSURED PER POLICY PROVISIONS. 30 DAY NOTICE OF CANCELLATION
EXCEPT FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF SANTA FE

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

Susan Vance/SJV

Susan J. Vance



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

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

- | | | | |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" 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 Century Club Construction, LLC.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: _____

Approved by Council Date: January 27, 2015

or by City Manager Date: _____

Contract is for: 16/18/B On Call Roadway & Trails Construction Services

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 \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

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

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

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

Total of Original Contract plus all amendments: \$ _____



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

- 5 Procurement Method of Original Contract: (complete one of the lines)
 RFP RFQ Solè Source Other RFB# '16/18/B
- 6 Procurement History: N/A
 example: (First year of 4 year contract)
- 7 Funding Source: Various BU/Line Item: Various
- 8 Any out-of-the ordinary or unusual issues or concerns:

 (Memo may be attached to explain detail.)
- 9 Staff Contact who completed this form: James Martinez *J.M.* Phone # 955-6953
 Division Contract Administrator: Christine Gomez *CCG*
 Division Director: John J. Romero
 Department Director: Isaac J. Pino *Isaac J. Pino*
- # Certificate of Insurance attached. (if original Contract)
- # Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest three qualified bidders.
- # Prior year's contract amount?: N/A
- # Describe service impact from an ongoing commitment to the contractor: N/A
- # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
- # If extending contract, why?: N/A
- # Was a Santa Fe company awarded contract? If not, why?: Yes
- # Has the contract been approved as to form by City Attorney's Office?: Yes.
- # Is this for City Manager or Council approval?: Yes, City Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: