

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/04/16
FOR CITY COUNCIL MEETING OF 04/13/16

ISSUE:

10. Request for Approval of Bid No. 16/25/B – Arroyo De Los Chamisos Trail Extension at Santa Fe Place; H.O. Construction, Inc. (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	Excused		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, MARCH 28, 2016**

ITEM 12

CIP PROJECT #420C – ARROYO DE LOS CHAMISOS TRAIL EXTENSION AT SANTA FE PLACE

- REQUEST FOR APPROVAL OF RECOMMENDATION OF AWARD OF BID #16/25/B AND APPROVAL OF THE CONTRACT WITH H.O. CONSTRUCTION IN THE AMOUNT OF \$222,186.85 INCLUDING NMGR
- REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) (**LEROY PACHECO**)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 426003.572970

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON IVES			
COUNCILOR MAESTAS	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		
COUNCILOR VILLARREAL	X		

City of Santa Fe, New Mexico

memo

DATE: March 2, 2016
TO: Public Works Committee

VIA: 
Isaac J. Pina 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 #420C – ARROYO DE LOS CHAMISOS TRAIL EXTENSION AT SANTA FE PLACE
RECOMMENDATION OF AWARD UNDER BID # 16/25/B, AND APPROVAL OF CONTRACT IN THE
AMOUNT OF \$222,186.85, INCLUDING TAX

BACKGROUND & SUMMARY:

On February 25, 2016 the City of Santa Fe received 3 responsive bids under RFB #16/25/B for construction of CIP 420C – Arroyo de los Chamisos Trail Extension at Santa Fe Place. H.O. Construction, Inc. of Albuquerque submitted the low bid of \$222,186.85, including tax for the work which includes approximately 600-ft of ADA compliant concrete trail, 140-ft of concrete block retaining wall.

The Arroyo de los Chamisos Trail is a nearly 4-mile non-motorized path that extends from Siringo Road near Santa Fe High School, westward beyond Santa Fe Place, and through some of the city's most densely populated residential neighborhoods

Funds for this project are available and budgeted in Business Unit 426003 and Line Item 572970.

The original budget of \$110,000 was allocated under the 2012 General Obligation Bond for parks and trails according to the attached Budget Summary. The additional funds necessary to construct this project will require use of remaining funds that were originally allocated under the 2012 GO Bond, for City-lead Trail Maintenance Projects along the Arroyo Chamisos Trail, which were completed under budget in fiscal year 2014/15, and which left surplus funds for trail in this fund.

RECOMMENDED ACTION:

- Approval of award of construction to H.O. Construction, Inc. under the terms of RFB 16/25/B as described in the attached bid tabulation for a total amount of \$222,186.85 including sales tax.

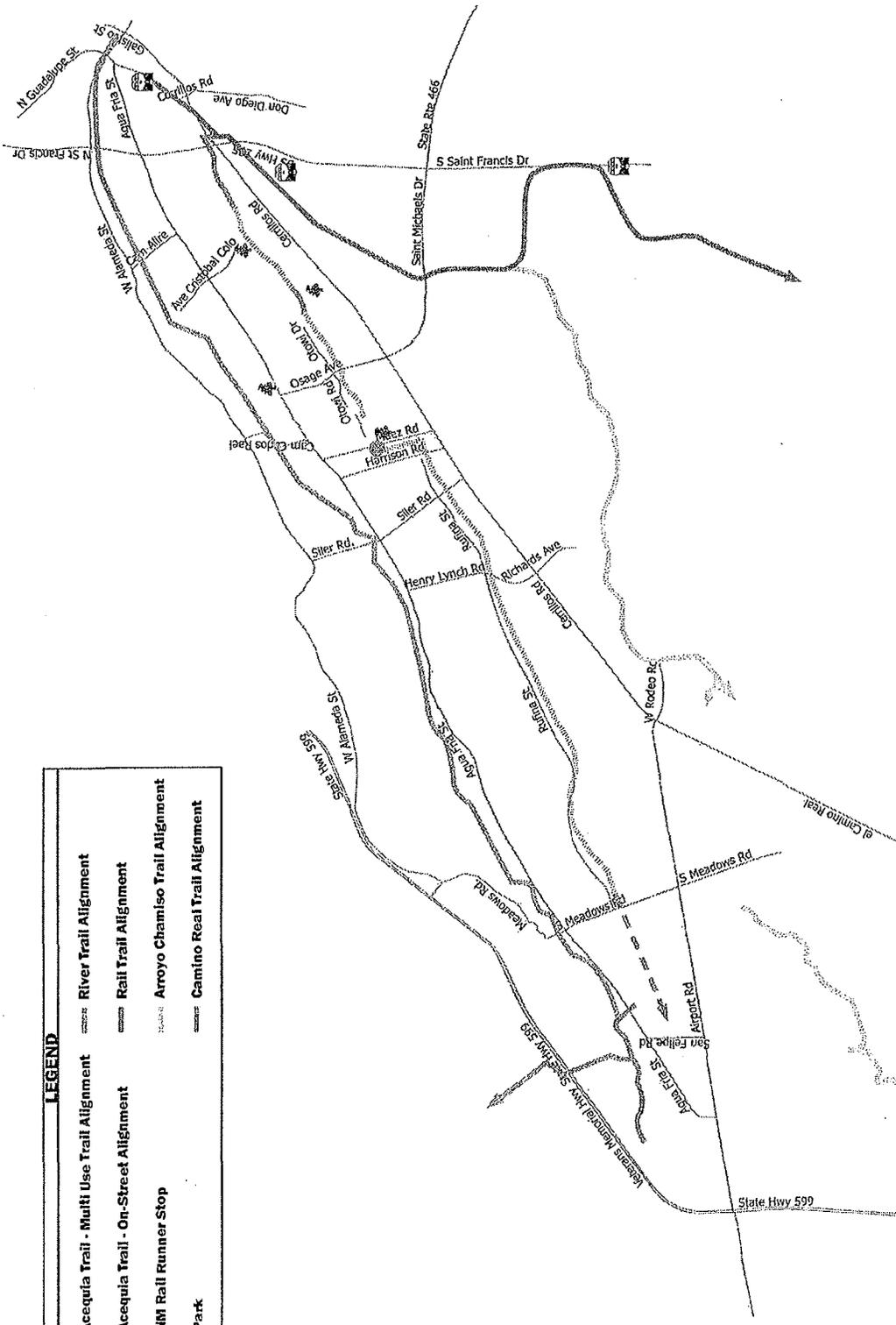
Attachments:

1. Budget Summary
2. Bikeway Context Map
3. Bid Tabulations and Engineer's Estimate
4. Construction Agreement
5. Summary of Contracts
6. Procurement Checklist

Budget Summary (2012 General Obligation Bond allocation for Arroyo de los Chamisos trail - Projects 1.12 and 1.24)

Fund	Acequia Trail	Description	Original Budget	Current Budget	Proposed BAR	New Budget
426003	1.12 Arroyo de los Chamisos Trail 1.24 Arroyo de los Chamisos Trail	Widen Connector; install ADA ramp to mall	\$ 27,500.00			
		Extend Connector to trail from mall soccer field to bus stop	\$ 82,500.00			
		Original Budget Allocation	\$ 110,000.00			
	Santa Fe Engineering - Design	Design Services (Projects 1.12 and 1.24) COMPLETED	\$ 43,713.15			
	Santa Fe Engineering - Construction	Estimated Construction Engineering/Inspection	\$ 21,000.00		\$ 21,000.00	\$ 21,000.00
			\$ 64,713.15			
	HO Construction, Inc	Pending Construction Services	\$ 222,200.00			
	Construction Contingency	Estimated Construction Contingency	\$ 31,800.00			
			\$ 254,000.00	\$ 275,000.00	\$ (21,000.00)	\$ 254,000.00
		Projected Expenses to Date (Projects 1.9, 1.10, 1.11 and 1.13)	\$ 318,713.15			
		Remaining Budget Allocation (for Projects 1.10 and 1.11)	(208,713.15)	\$ 275,000.00		\$ 275,000.00

Budget



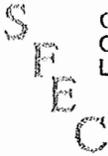
LEGEND

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

ACEQUIA TRAIL

otowi / lujan to maclovio
 City of Santa Fe
 February 2016

Santa Fe Engineering Consultants, LLC



Civil and Traffic Engineering
Construction Management
Land Development

1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

February 26, 2016

Mr. Leroy Pacheco
City of Santa Fe
500 Market Street, Suite 200
Santa Fe, NM 87505

**RE: ARROYO DE LOS CHAMISOS TRAIL EXTENSION AT SF PLACE MALL
CIP 420C BID # 16 / 25 / B**

Dear Mr. Pacheco,

On February 25, 2016, bids were opened for the above referenced project. Three (3) bidders were responsive. The bids have been reviewed and tabulated. The results of the bids are as follows, not including taxes:

Contractor:	Engineer's Estimate	Armour Pavement	Star Paving	H.O. Construction Inc.
Base Bid	\$223,120.65	\$298,069.03	\$258,642.30	\$205,135.00
Additive Alternate	\$10,120.00	\$37,950.00	\$3,795.00	\$22,770.00
Total Bid	\$233,240.65	\$336,019.03	\$262,437.30	\$227,905.00

There were no math errors in the bids. The bid tabulations are attached. Based on unit pricing, it is recommended that the current low bidder (H.O. Construction) be awarded the contract for the above referenced project. If you have any questions or desire additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Cornelius', written over a horizontal line.

Eric Cornelius, P.E., C.F.M.
Santa Fe Engineering Consultants, LLC.

B. CONTRACT DOCUMENTS

B.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP420C Arroyo de los Chamisos Trail Extension at SF Place Mall RFB # '16/25/B

This Agreement is entered into this _____ day of _____, 2016, by and between the
CITY OF SANTA FE, herein known as the Owner, and
H.O. Construction, Inc., herein known as the Contractor.

For the following:

PROJECT: CIP420C Arroyo de los Chamisos Trail Extension at SF
Place Mall

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 _____
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 _____, 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, and 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 CIP420C Arroyo de los Chamisos Trail Extension at SF Place Mall. (Bid Number '16/XX/B).

The work designated as CIP420C Arroyo de los Chamisos Trail Extension at SF Place Mall consists of, but is not limited to: construction of new multiuse trail sections, related improvements for pedestrians / bicyclists, and other trail users, and retaining wall 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 thirty (30) weather working 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

UNIT PRICE CONTRACT

The Owner shall pay the Contractor for actual work performed by unit price items for all work, other than those to be paid by lump sum. Subject to additions and deductions by Change Order as provided in the Contract Documents, the Base Bid amount for two hundred twenty-two thousand, one hundred eighty-six dollars and eighty-five cents (\$222,186.85).

The Unit Bid Contract Total is determined as follows:

Base Bid & Additive Alternate	\$ 205,135.00
Gross Receipts Tax (8.3125%)	\$ 17,051.85
Base Bid & Additive Alternate plus NMGRT	\$ 222,186.85

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 30 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.

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 México 87504-0909
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CONTRACTOR	<u>H.O. Construction, Inc.</u> <u>PO Box 9468</u> <u>Albuquerque, NM 87119</u> <u>New Mexico License# 85027</u>
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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.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. KO930826A

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that
H.O. CONSTRUCTION, INC.
4132 Sheldon St. SE, Albuquerque, New Mexico 87105

as Principal, hereinafter called Contractor, and,
WESTCHESTER FIRE INSURANCE COMPANY
320 Osuna NE, Suite G-1, Albuquerque, New Mexico 87107

as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF SANTA FE
500 Market Street, Suite 200, Santa Fe, New Mexico 87505

as Obligee, hereinafter called Owner, in the amount of

TWO HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED FIVE AND NO/100---
Dollars (\$ 227,905.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated FEBRUARY 26, 2016 , entered into a contract with Owner for

ARROYO DE LOS CHAMISOS TRAIL EXTENSION AT SF PLACE MALL, CIP 420C, Bid #16/25/B

in accordance with Drawings and Specifications prepared by

SANTA FE ENGINEERING CONSULTANTS, LLC
1599 St. Francis Drive, Suite B, Santa Fe, New Mexico 87505

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

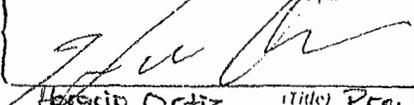
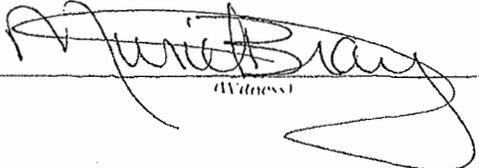
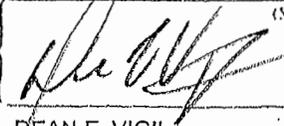
- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 26TH day of FEBRUARY 2016

 (Witness)	<p style="text-align: center;">H.O. CONSTRUCTION, INC.</p> <p style="text-align: right;"><i>(Principal)</i> (Seal)</p>  Hercio Ortiz <i>(Title) President</i>
 (Witness)	<p style="text-align: center;">WESTCHESTER FIRE INSURANCE COMPANY</p> <p style="text-align: right;"><i>(Surety)</i> (Seal)</p>  DEAN E. VIGIL <i>(Title) ATTORNEY-IN-FACT</i>

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. KO930826A

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that
H.O. CONSTRUCTION, INC.
4132 Sheldon St. SE, Albuquerque, New Mexico 87105

as Principal, hereinafter called Principal, and,
WESTCHESTER FIRE INSURANCE COMPANY
320 Osuna NE, Suite G-1, Albuquerque, New Mexico 87107

as Surety, hereinafter called Surety, are held and firmly bound unto
CITY OF SANTA FE
500 Market Street, Suite 200, Santa Fe, New Mexico 87505

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **TWO HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED FIVE AND NO/100--** Dollars (\$ 227,905.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated FEBRUARY 26, 2016 , entered into a contract with Owner for ARROYO DE LOS CHAMISOS TRAIL EXTENSION AT SF PLACE MALL, CIP 420C, Bid #16/25/B

in accordance with Drawings and Specifications prepared by
SANTA FE ENGINEERING CONSULTANTS, LLC
1599 St. Francis Drive, Suite B, Santa Fe, New Mexico 87505

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

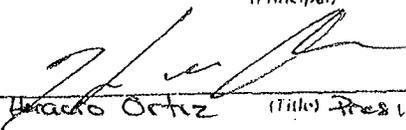
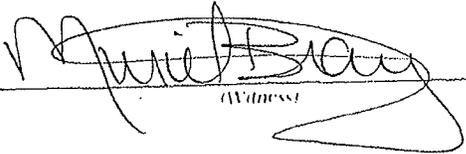
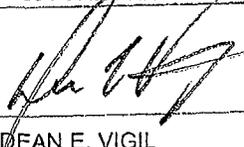
accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 26TH day of FEBRUARY 2016

 _____ (Witness)	H.O. CONSTRUCTION, INC. _____ (Principal) (Seal)  _____ Gerardo Ortiz (Title) President
 _____ (Witness)	WESTCHESTER FIRE INSURANCE COMPANY _____ (Surety) (Seal)  _____ DEAN E. VIGIL (Title) ATTORNEY-IN-FACT

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED: that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED: that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bartley Hoyt Kinney, III, Carl Samuel Conlee, III, Dean E. Vigil, Linda D. Dooley, Stuart E. Kuyper, all of the City of ALBUQUERQUE, New Mexico, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding One million Two hundred Fifty thousand dollars & zero cents (\$1,250,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 16 day of November 2015.

WESTCHESTER FIRE INSURANCE COMPANY



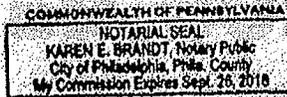
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of November, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 26th day of February 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 16, 2017





**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"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | |

2 Name of Contractor HO Construction, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$222,186.85

Termination Date: 30 weather working days from Notice to Proceed

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for:

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 \$ \$222,186.85 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 Sole Source Other RFB 16/25/B

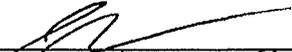
6 Procurement History: First of one-time construction contract
example: (First year of 4 year contract)

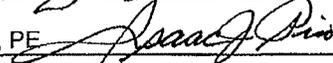
7 Funding Source: 426003 BU/Line Item: 572970

8 Any out-of-the ordinary or unusual issues or concerns:
See attached memo.
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Leroy Pacheco, PE  Phone # _____

Division Contract Administrator: Christine Gomez 

Division Director: John Romero, PE 

Department Director: Isaac J. Pino, PE 

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: RFB 16/25/B

12 Prior year's contract amount?: N/A

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

14 Why staff cannot perform the work?: Heavy construction

15 If extending contract, why?: N/A

16 Was a Santa Fe company awarded contract? If not, why?: RFB 16/25/B

17 Has the contract has been approved as to form by City Attorney's Office?: yes

18 Is this for City Manager or Council approval?: City Council

To be recorded by City Clerk:

Contract # _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2016

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 Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	CONTACT NAME: Cindy Earnest
	PHONE (A/C, No, Ext): (505) 265-8481 FAX (A/C, No): (505) 266-3500 E-MAIL ADDRESS: cearnest@westernassurance.com
INSURED HO Construction Inc. PO Box 9468 Albuquerque NM 87119	INSURER(S) AFFORDING COVERAGE
	INSURER A Mountain States Mutual
	INSURER B NM Mutual Casualty Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 15/16 Master AI/WOS 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	Y	CPP025274703	8/23/2015	8/23/2016	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 - COMP/OP AGG \$ 2,000,000
	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	Y	BAP026156902	8/23/2015	8/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
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		UMB02615702	8/23/2015	8/23/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	93790.102 (NM Employees Only)	8/26/2015	8/26/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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: Arroyo De Los Chamisos Trail Extension at SF Place Mall.
CIP 420C Bid # 16/25/B

CERTIFICATE HOLDER

CANCELLATION

jamartinez1@ci.santa-fe.nm City of Santa Fe 500 Market Street, Suite 200 Santa Fe, NM 87505	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 Cindy Earnest/CYNTHI <i>Cindy Earnest</i>
--	--

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: HO Construction, Inc.

Procurement Title: CIP 420C Arroyo de los Chamisos Trail Extension at Santa Fe Place

Solicitation RFB#: 16/25/B

Department Requesting/Staff Member Public Works / Engineering Division - Leroy N. Pacheco

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
<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: _____

Leroy N. Pacheco, PE

Department Rep Printed Name and Title

Leroy N. Pacheco

Department Rep Signature attesting that all information included

Julien Rodriguez

Purchasing Officer attesting that all information is reviewed

03/16/16

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input checked="" 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 checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input checked="" 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 (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 checked="" type="checkbox"/> | <input 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 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" 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 checked="" type="checkbox"/> | Local Preference Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |

*

Other: _____

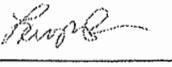
Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

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



Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

CIP 420 C
 Arroyo Chamisos Trail @ SF place
 H.O. Construction
 \$222,180.85 incl tax

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/RFPs	YES	NO	N/A
Memo			
Address memo to Finance Committee-Initiated by all Staff	<input checked="" type="checkbox"/>		FWC
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 Initiated Memo addressed to Finance Committee	<input checked="" type="checkbox"/>		FWC
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"/>		

11/30/2015