

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

ISSUE:

11. Request for Approval of Bid No. 16/26/B and Construction Agreement – Camino Alire Grade Control and Santa Fe River Improvements; Lockwood Construction Company, Inc. (Melissa McDonald)

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 15

CIP PROJECT #412A – CAMINO ALIRE GRADE CONTROL AND SANTA FE RIVER IMPROVEMENTS

- REQUEST FOR APPROVAL OF RECOMMENDATION OF AWARD OF BID #16/26/B AND CONTRACT FOR LOCKWOOD CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$249,891.11 INCLUDING NMGRT (MELISSA MCDONALD)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 32343.572970

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 14, 2016

TO: Public Works Committee

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

FROM: Melissa A. McDonald, RLA, River and Watershed Coordinator 

ISSUE/ITEM:

CIP #412 A, CAMINO ALIRE GRADE CONTROL AND SANTA FE RIVER IMPROVEMENTS, RECOMMENDATION OF AWARD UNDER BID #16/26/B, AND APPROVAL OF CONTRACT FOR LOCKWOOD CONSTRUCTION COMPANY, INC IN THE AMOUNT OF \$249,891.11 INCLUDING NMGRT.

BACKGROUND/SUMMARY:

On February 23, 2016 the City of Santa Fe received 2 responsive bids under RFB #16/26/B for construction for CIP #412-A – Camino Alire. Lockwood Construction of Santa Fe submitted the low bid of \$249,891.11, including NMGRT for the work which includes a grade control structure, boulders and gabion repair. Lockwood did qualify for the local preference bidder. The procurement of these services was in accordance with the City's Purchasing Manual, for an RFB.

Funds for this project are available and budgeted in Business Unit 32343/ 572970

RECOMMENDED ACTION:

Public Works Department recommends the following:
Approval of Award of construction to Lockwood Construction Company, Inc under the terms of RFB '16/26/B as described in the attached bid tabulation for total amount of \$249,891.11 including NMGRT.

- Attachments:
- Procurement Checklist RFB
 - Bid Tabulation & Engineer's Estimate
 - Construction Agreement
 - Summary of Contracts
 - Certificate of Insurance

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-Initialed 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"/>		

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Lockwood Construction Company

Procurement Title: CIP 412-A Santa Fe River Improvements, Camino Alire Grade Control Structure

Solicitation RFB#: RFB # '16/26/B

Department Requesting/Staff Member Melissa A. McDonald, 955-6840

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 checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

MELISSA McDonald

Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included

[Signature]
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 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 checked="" type="checkbox"/>	<input 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

BID TABULATIONS

PROJECT: Camino Alire Grads Control Structure
 BID DATE & TIME: February 23, 2016 at 2:00 pm

City of Santa Fe
 Bid #16/26/B

Base Bid

ITEM	ITEM DESCRIPTION	UNIT	EST QTY	ENGINEER'S ESTIMATE		KIMO		LOCKWOOD CONSTRUCTION		AVERAGE OF UNIT BIDS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Site 1 Gallinas Diversion Structure										
1	REMOVE AND SALVAGE EXISTING RIPRAP STONE, INCLUDING STORAGE OF STONE AND DISPOSAL OF RIPRAP WIRE, COMPLETE.	CY	82	\$ 50.00	\$ 4,100.00	\$ 44.85	\$ 3,677.70	\$ 108.33	\$ 8,883.06	\$ 76.59	\$ 6,280.38
2	CLEARING AND GRUBBING, INCLUDES BORROW MATERIAL WHEN NOT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,743.00	\$ 3,743.00	\$ 5,694.00	\$ 5,694.00	\$ 4,718.50	\$ 4,718.50
3	LIMESTONE BOULDERS, MINIMUM	CY	115	\$ 22.00	\$ 2,530.00	\$ 55.00	\$ 6,325.00	\$ 51.02	\$ 5,867.30	\$ 53.01	\$ 6,096.15
4	LIMESTONE BOULDERS, RECTANGULAR IN	CY	405	\$ 200.00	\$ 81,000.00	\$ 282.00	\$ 114,210.00	\$ 298.77	\$ 121,001.85	\$ 290.39	\$ 117,505.93
5	UNCLASSIFIED EXCAVATION, INCLUDING FLOWABLE FILL FOR GROUT OF RIPRAP	CY	93	\$ 20.00	\$ 1,860.00	\$ 473.00	\$ 43,989.00	\$ 347.97	\$ 32,361.21	\$ 410.49	\$ 38,175.11
6	RIPPRAP GABION BASKETS, CIP	CY	165	\$ 20.00	\$ 3,300.00	\$ 46.00	\$ 7,590.00	\$ 76.96	\$ 12,698.40	\$ 61.48	\$ 10,144.20
7	LOOSE RIPRAP FOR FILL AREAS, GEOTEXTILE FABRIC, CIP	CY	20	\$ 150.00	\$ 3,000.00	\$ 338.00	\$ 6,760.00	\$ 296.53	\$ 5,930.60	\$ 317.27	\$ 6,345.30
8	HYDRO SEEDING	CY	39	\$ 250.00	\$ 9,750.00	\$ 434.00	\$ 16,928.00	\$ 113.88	\$ 4,441.32	\$ 273.94	\$ 10,583.86
9	DEMobilization, Complete (2%)	CY	20	\$ 150.00	\$ 3,000.00	\$ 202.00	\$ 4,040.00	\$ 162.64	\$ 3,252.80	\$ 182.32	\$ 3,646.40
10	CONSTRUCTION STAKING BY CLEAN WATER ACT COMPLIANCE,	CY	17	\$ 150.00	\$ 2,550.00	\$ 111.00	\$ 1,887.00	\$ 168.42	\$ 2,863.14	\$ 139.71	\$ 2,375.07
11	LAB TESTING	SY	190	\$ 5.00	\$ 950.00	\$ 2.90	\$ 551.00	\$ 4.22	\$ 801.80	\$ 3.56	\$ 676.40
12	CONSTRUCTION STAKING BY CLEAN WATER ACT COMPLIANCE,	AC	0.25	\$ 1,000.00	\$ 250.00	\$ 16,145.20	\$ 4,036.30	\$ 5,940.00	\$ 1,460.00	\$ 10,992.60	\$ 2,748.15
13	DEMobilization, Complete (5%)	LS	1	\$ 6,711.50	\$ 6,711.50	\$ 3,841.00	\$ 3,841.00	\$ 8,160.00	\$ 8,160.00	\$ 6,000.50	\$ 6,000.50
14	DEMobilization, Complete (2%)	LS	1	\$ 2,684.60	\$ 2,684.60	\$ 1,921.00	\$ 1,921.00	\$ 4,146.40	\$ 4,146.40	\$ 3,033.70	\$ 3,033.70
15	CONSTRUCTION STAKING BY CLEAN WATER ACT COMPLIANCE,	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 11,681.00	\$ 11,681.00	\$ 4,847.20	\$ 4,847.20	\$ 8,284.10	\$ 8,284.10
16	LAB TESTING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,666.00	\$ 5,666.00	\$ 1,752.00	\$ 1,752.00	\$ 3,709.00	\$ 3,709.00
17	LAB TESTING	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,641.00	\$ 8,641.00	\$ 6,552.00	\$ 6,552.00	\$ 7,586.50	\$ 7,586.50
	TOTAL OF BASE BID			\$	\$ 171,626.10	\$	\$ 245,485.00	\$	\$ 230,713.08	\$	\$ 238,099.04
	TAX (8.3125%)			\$	\$ 14,266.42	\$	\$ 20,405.94	\$	\$ 19,178.02	\$	\$ 13,393.07
	GRAND TOTAL OF BID			\$	\$ 185,892.52	\$	\$ 265,890.94	\$	\$ 249,891.10	\$	\$ 251,492.11

Raymond J. Smith, P.E., Project Engineer
 These tabulations are correct to the best of my knowledge.

B.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 412A
Santa Fe River Improvements, Camino Alire Grade Control Structure Project

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

For the following:

PROJECT:	Santa Fe River Improvements, Camino Alire Grade Control Structure Project
PROJECT NO.:	CIP # <u>412A</u>
ENGINEER OF RECORD:	Souder, Miller & Associates 2904 Rodeo Park Dr E Santa Fe, NM 87505

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 CIP Project # 412A – Santa Fe River Improvements, Camino Alire Grade Control Structure Project. (Bid Number '16/26/B).

The work designated as Santa Fe River Improvements, Camino Alire Grade Control Structure consists of, but is not limited to construction of a grade control structure below the existing structure, removal and replacement of a riprap gabion wall, slope grading and erosion protection, riprap rundowns and various arroyo grading, 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 60 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 of Two-hundred forty nine thousand dollars and eight hundred ninety one dollars and eleven cents (\$249,891.11).

The Contract Sum is determined as follows:

Base Bid	\$ 230,713.08
Gross Receipts Tax (8.3125%)	\$19,178.03
Base Bid plus NMGRT	\$249, 891.11

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 of Five Hundred Dollars (\$500.00) 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, and 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 60-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, and 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 México 87504-0909
CONTRACTOR	<u>Lockwood Construction, Inc</u> <u>406 Botolph Lane, Suite #3,</u> <u>Santa Fe NM 87505</u>

New Mexico License # 032538/GB98/MM98

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.



**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
- 6 **Procurement History:** RFB
 example: (First year of 4 year contract)
- 7 **Funding Source:** CIP **BU/Line Item:** 32343.57297
- 8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
 (Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** Melissa McDonald Phone # 6840
Division Contract Administrator: Christine Gomez
Division Director: John J. Romero PE
Department Director: Issac 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:** Low bid RFB
- 12 **Prior year's contract amount?:** N/A
- 13 **Describe service impact from an ongoing commitment to the contractor:** Local Preference
- 14 **Why staff cannot perform the work?:** Staff does not install engineered structures
- 15 **If extending contract, why?:** N/A
- 16 **Was a Santa Fe company awarded contract? If not, why?:** Yes
- 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): _____

ID	Task Name	Duration	Start	Finish	Nov '15 25010815222906132027031017243107142128061320270310172401081522290512192603101	Dec '15 132027031017243107142128061320270310172401081522290512192603101	Jan '16 132027031017243107142128061320270310172401081522290512192603101	Feb '16 132027031017243107142128061320270310172401081522290512192603101	Mar '16 132027031017243107142128061320270310172401081522290512192603101	Apr '16 132027031017243107142128061320270310172401081522290512192603101	May '16 132027031017243107142128061320270310172401081522290512192603101	Jun '16 132027031017243107142128061320270310172401081522290512192603101	Jul '16 132027031017243107142128061320270310172401081522290512192603101
1	Camino Alire River Improvements	171 days	Fri 11/13/15	Fri 07/08/16									
2	Kickoff Meeting	1 day	Fri 11/13/15	Fri 11/13/15									
3	404 Permitting	5 days	Mon 11/16/15	Fri 11/20/15									
4	Final Design	10 days	Mon 11/23/15	Fri 12/04/15									
5	Contract Documents	10 days	Mon 12/07/15	Fri 12/18/15									
6	Bidding Phase	73 days	Mon 01/04/16	Wed 04/13/16									
7	Construction Phase*	60 days	Mon 04/18/16	Fri 07/08/16									
8													
9	*Construction schedule is subject to weather & COSF actual stream flow releases												
		Task	Inactive Summary	Inactive Task	External Tasks	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
		Project: 412 A Camino Alire wo	Manual Task	Manual Task	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
		Date: Wed 03/16/16	Duration-only	Duration-only	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
			Manual Summary Rollup	Manual Summary Rollup	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
			Manual Summary	Manual Summary	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
			Project Summary	Project Summary	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
			Inactive Task	Inactive Task	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary
			Inactive Milestone	Inactive Milestone	External Milestone	External Milestone	External Progress	External Manual Progress	External Start-only	External Finish-only	External Inactive Milestone	External Inactive Task	External Inactive Summary