

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 02/15/16
FOR CITY COUNCIL MEETING OF 02/24/16

ISSUE:

6. Request for Approval of Bid No. 16/23/B – LED Countdown Pedestrian Head Installation at Various Intersections and Agreement between Owner and Contractor; M.W.I., Inc. (Rick Devine)

FINANCE COMMITTEE ACTION:

Approved as discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

Approved with direction to staff.

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

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 8, 2016**

ITEM 6

LED COUNTDOWN PEDESTRIAN HEAD INSTALLATION AT VARIOUS INTERSECTIONS – BID NUMBER 16/23/B

- REQUEST FOR APPROVAL OF AWARD OF BID AND A CONSTRUCTION AGREEMENT WITH M.W.I. INC. IN AN AMOUNT OF \$121,793 EXCLUSIVE OF NMGRT (**RICK DEVINE**)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 32351.572500

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Not Present		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR IVES	X		

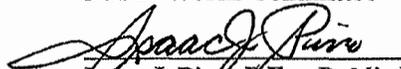
City of Santa Fe, New Mexico

memo

DATE: January 21, 2016

TO: Public Works Committee

VIA:


Isaac J. Pino, P.E. – Public Works Department Director
John Romero, P.E. – Engineering Division Director 

FROM: Rick Devine, PE, Engineer Supervisor RD

ITEM & ISSUE:

BID NUMBER '16/23/B – CN S100270 - RECOMMENDATION OF AWARD AND APPROVAL OF A CONSTRUCTION AGREEMENT FOR LED COUNTDOWN PEDESTRIAN HEAD INSTALLATION AT VARIOUS INTERSECTIONS IN AN AMOUNT OF \$121793.00 EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX WITH:

- M.W.I INC.
P.O. Box 30670
Albuquerque, Nm 87190

BACKGROUND & SUMMARY:

On September 10th, 2014, the City Council approved a Cooperative Project Agreement with the New Mexico Department of Transportation (NMDOT) in the amount of \$300,000 for the LED Countdown Pedestrian Head Installation at Various Intersections project. The funding is comprised of federal and state funds and requires no "City Match".

Bids were opened on January 5th, 2016 for the LED Countdown Pedestrian Head Installation at Various Intersections project. Three bids were received. The bids were reviewed for completeness and accuracy, and upon review, are reasonable. The qualified lowest bidder is M.W.I. Inc. of Albuquerque with a base bid amount of \$121,793.00.00 exclusive of New Mexico Gross Receipts Tax. A tabulation of the accepted bids is attached.

Funds are available for this project in business unit number 32351.572500.

RECOMMENDED ACTION:

The Public Works Department recommends the following:

- Approval of the Construction Agreement to facilitate the installation of LED Countdown Pedestrian Head Installation at Various Intersections project in the amount of \$121,793.00, excluding NMGRT with M.W.I. Inc. Construction, Inc.

Attachments: Construction Agreement
Bid Tabulation Sheet Summary
Bid Tabulation Sheet Detailed
Summary of Contract and Agreement Form

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: MWI, Inc.

Procurement Title: LED Countdown Pedestrian Head Installation at Various Intersections

Solicitation RFB#: '16/23/B

Department Requesting/Staff Member: Public Works/Richard Devine

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Richard J. Devine, Engineer Supervisor

Department Rep Printed Name and Title

Richard J. Devine

Department Rep Signature attesting that all information included

Tracy Rodriguez

Purchasing Officer attesting that all information is reviewed

02/09/2016

REQUIRED DOCUMENTS FOR BID FILE*

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

*

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

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

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

CONTRACT*

YES N/A

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

MISCELLANEOUS FILE*

YES N/A

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

*

Other: _____

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

PROTEST (If applicable)*

YES

N/A

Documentation from protester filed with the Purchasing Office

Letter from Department to Purchasing Office Providing response to protest

Letter from Purchasing Officer to protester and Department on final outcome

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

Original bid(s) with no redactions

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

B.1 Construction Agreement

**CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM**

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

LED Countdown Pedestrian Head Installation at Various Intersections, CN S100270

This Agreement is entered into this ____ day of _____, 2016, by and between the CITY OF SANTA FE, herein known as the Owner, and (M.W.I Inc.), herein known as the Contractor.

For the following:

PROJECT:	LED Countdown Pedestrian Head Installation at Various Intersections
PROJECT NO.:	CN S100270
ENGINEER OF RECORD: (OR ARCHITECT)	City of Santa Fe Traffic Engineering Division PO Box 909, Santa Fe, NM 87504-0909 (OR AS APPLICABLE TO THE TASK ASSIGNMENT)

DISTRIBUTION:

OWNER	<u>City of Santa Fe</u>
CONTRACTOR	<u>M.W.I. Inc.</u>
ENGINEER (OR ARCHITECT)	<u>City of Santa Fe</u>
USER DIVISION	<u>Engineering</u>
OTHER	_____

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the LED Countdown Pedestrian Head Installation at Various Intersections; 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, this Contract 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, 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: LED Countdown Pedestrian Head Installation at Various Intersections. (Bid Number '16/23/B). CN S100270.

The work consists of removing existing pedestrian signal heads and replacing with LED Countdown Pedestrian signal heads at various intersections as described and documented 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 COMPLETION

Work commencement shall be as specified in the written Notice to Proceed. Work completion, whether Substantial and/or Physical completion as set forth in the written Notice to Proceed, shall be achieved no later than the date specified in the written

Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to assigned tasks or work orders, and additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum not to exceed **One hundred and twenty one thousand, seven hundred & ninety three Dollars (\$121,793.00)**, excluding New Mexico Gross Receipt Taxes.

The Base Bid is summarized as follows:

Base Bid	<u>\$ 121,793.00</u>
Gross Receipts Tax (8.3125%)	<u>\$ 10,124.04</u>
TOTAL BASE BID AMOUNT (tax included)	<u>\$ 131,917.04</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 physical 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 achieve Substantial and/or Physical Completion by the contract date set forth in each written Notice to Proceed pursuant Article 3 herein or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amounts pursuant Section 108.8 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction (2014 Edition), not as a penalty, but as liquidated damages for breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, 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 two (2) copies of a progress schedule covering project operations for the task 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 made part 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. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1 through 57-28-11 NMSA 1978.

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 sufficient appropriations and authorization are not made by the Owner, 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 is in compliance 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.

9.21 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: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KAB *1/25/16*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item _____

CONTRACTOR:
(M.W.I. Inc.)

By: _____
(name of signer), (title of signer)

Date: _____

NM Taxation & Revenue CRS No. _____
City of Santa Fe Business Reg. No. _____



**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 MWI Inc.

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$121,793.00

Termination Date: 120 cal. days from the Notice to Proceed

Approved by Council Date: February 29, 2016

or by City Manager Date: _____

Contract is for: 16/23/B LES Countdown Pedestrian Head Installation At Various Intersections. CN S100270

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 Sole Source Other RFB# 16/23/B
- 6 Procurement History: N/A
 example: (First year of 4 year contract)
- 7 Funding Source: Cooperative Agreement with NMDOT BU/Line Item: 32351.572500
- 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: Richard Devine Phone # 955-2320
 Division Contract Administrator: Christine Gomez
 Division Director: John J. Romero
 Department Director: 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?: Staff is busy with other maintenacne issues.
- # If extending contract, why?: N/A
- # Was a Santa Fe company awarded contract? If not, why?: No.
We received three bids. All three bidders are from Albuquerque.
- # Has the contract been approved as to form by City Attorney's Office?: Yes.
- # 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): _____

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

Comments:

LED Countdown Pedestrian Head Installation At Various Intersections

Task	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16
Public Works Committee	2/8/16					
Finance Committee	2/15/16					
City Council	2/24/16					
Notice of Award & Pre Construction Activity	2/17 thru 2/29					
Notice to Proceed		3/1/16				
Construction in Progress			03/02/2016 through 06/30/2016			
Substantial Completion				6/30/16		
Punch List Completion						7/15/16
Physical Completion						

