

**ACTION SHEET
CITY COUNCIL MEETING OF 01/09/08
ITEM FROM FINANCE COMMITTEE MEETING OF 01/02/08**

ISSUE:

10. BID OPENINGS:

C. BID NO. 08/14/B – FRANKLIN MILES PARK CONCESSION BUILDING;
WEIL CONSTRUCTION, INC. (MARY MACDONALD)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT CALENDAR ITEM

Requested approval of Bid No. 08/14/B for Franklin Miles Park concession building with Weil Construction, Inc. in the amount of \$398,500. Budget is available in project fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR ORTIZ	not present		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON HELDMEYER			

City of Santa Fe, New Mexico

memo

DATE: December 5, 2007

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer *RR*
Purchasing Office

VIA: Kathryn L. Raveling, Director *KLR*
Finance Department

ISSUE: Award of Bid # '08/14/B
Franklin E. Miles Park Concession Building

SUMMARY:

On November 14, 2007, two bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>
Weil Construction, Inc., Albuquerque	
Base Bid Including GRT	\$379,500.00
Additive Alternate No. 1 Including GRT	\$ 45,600.00
Additive Alternate No. 2 Including GRT	\$ 47,450.00
Additive Alternate No. 3 Including GRT	\$ 19,000.00
Rio Vista Construction, Espanola	
Base Bid Including GRT	\$380,000.00
Additive Alternate No. 1 Including GRT	\$ 15,655.00
Additive Alternate No. 2 Including GRT	\$ 38,960.00
Additive Alternate No. 3 Including GRT	\$ 21,384.00

The using department has reviewed the bids and recommends award of base bid, additive alternate No. 3 to Weil Construction, Inc., Albuquerque in the amount of \$398,500.00 inclusive of GRT.

Budget is available as outlined in memo of recommendation from using department.

ACTION:

It is requested that this recommendation of award to Weil Construction, Inc., Albuquerque in the total amount of \$398,500.00, be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.

**PURCHASING OFFICE
BID TABULATION SHEET**

Franklin E. Miles Park Concession Building

DATE: 11/14/07	WEIL Construcion, Inc.,	Rio Vista Construction,		
BID: '08/14/B	Albuquerque	Espanola		
PREPARED BY: SHIRLEY R.				
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Base Bid Including GRT	\$379,500.00	\$380,000.00		
Additive Alternate No. 1 Including GRT	\$45,600.00	\$15,655.00		
Additive Alternate No. 2 Including GRT	\$47,450.00	\$38,960.00		
Additive Alternate No. 3 Including GRT	\$19,000.00	\$21,384.00		
SUBMITTAL REQUIREMENTS				
BID BOND	x	x		
EQUAL EMPLOYMENT	x	x		
NON-SEGREGATED FACILITIES	x	x		
NON-COLLUSION AFFIDAVIT	x	x		
SUBCONTRACTORS LISTING	x	x		
LOCAL PREFERENCE				
NM RESIDENT PREFERENCE NUMBER				
RECEIPT ADDENDUM #1	x	x		
RECEIPT ADDENDUM #2	x	x		
RECEIPT ADDENDUM #3				

City of Santa Fe, New Mexico

memo

DATE: January 2, 2008

TO: Finance Committee

VIA: Kathryn Raveling, Finance Director *KRR*
Robert Romero, Public Works Department Director *RR*
Chris A. Ortega, P.E., Engineering Division Director *EM for CO*
Martin Valdez, Community Facilities Manager *MV*

FROM: Mary MacDonald, Project Manager, Community Facilities Section *mm*

ISSUE:

CIP Project No. 408A Franklin Miles Park Concession Building
• Award of Bid No. '08/14/B (Exhibits A & B)
Weil Construction, Inc. \$ 398,500.00

INTRODUCTION:

The 2006 CIP Bond Issue included \$250,000.00 to design and construct a new concession building at Franklin Miles Park. On June 13, 2007 the City Council approved State Grant 07-L-G-3493, in the amount of \$40,000.00 for design and construction of improvements at the Park. In February, 2007, Council approved the design contract in the amount of \$49,088. The existing concession building is very old, in disrepair, and cannot be affordably renovated to meet the requirements of current building codes.

SCOPE OF WORK:

The project scope of work is the construction of a new concession building, including site improvements for ADA-accessibility, and stainless steel counters, shelves and island work table (Additive Alternate #3).

BID RESULTS:

Bids were opened on November 14, 2007. Two bids were received, from Rio Vista Construction of Espanola and from Weil Construction, Inc. of Albuquerque. Please refer to Exhibit A, the bid tabs. The lowest base bid was received from Weil Construction, Inc.:

Base bid:	\$ 351,796.06
NM Gross Receipts Tax (0.07875):	\$ 27,703.94
Base bid + Tax:	\$ 379,500.00
Additive Alternate No. 3 (including tax):	\$ 19,000.00
CONTRACT SUM:	\$ 398,500.00

BUDGET:

We are recommending award of bid in the amount of:	\$ 398,500.00
We are requesting approval of a 5% (of the base bid) construction Contingency in the amount of:	\$ <u>18,975.00</u>
Bid Award plus contingency: \$ 417,475.00	

Funding available in Business Unit/Line Item 32720.572970 (Franklin Miles Pk Improvements/WIP Construction in the amount of:	\$ 240,000.00
We are requesting a transfer from B.U. 32103 (CIP Reallocation Fund) into B.U./Line Item 32720.572970 (see attached BAR):	\$ <u>177,475.00</u>
Total:	\$ 417,475.00

We propose to reimburse the CIP Reallocation Fund from the 30 million dollar Parks Bond, as 2.15 million dollars was allocated in the Parks Master Plan for improvements at Franklin Miles Park, including an improved concession building.

SCHEDULE:

Finance Committee approval	January 2, 2008
PW, CIP, LU Committee approval	January 7, 2008
City Council approval	January 9, 2008
Notice to Proceed	January 21, 2008
Construction Completion	May 20, 2008 (120 day construction period)

ACTION:

Recommend to the Public Works, CIP, Land Use Committee and to City Council award of Bid No. '08/14/B to Weil Construction, Inc., in the amount of \$ 398,500.00, approval of the Agreement between Owner and Contractor (Exhibit B), approval of the BAR (Exhibit C), and approval of the construction contingency.

Attachments: Exhibit "A" Bid Tabulation Sheet
Exhibit "B" Agreement between Owner and Contractor
Exhibit "C" Budget Adjustment Request
Exhibit "D" Finance Contracts Form

xc: Fabian Chavez, Parks Division Director
Shirley Rodriguez, Purchasing Div.
John J. Jarrard, Huitt-Zollars, Inc.
Project/Book File

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

FRANKLIN E. MILES PARK CONCESSION BUILDING

This Agreement is entered into this _____ day of _____, 2007, by and between the CITY OF SANTA FE, herein known as the Owner, and Weil Construction, Inc., herein known as the Contractor.

For the following:

PROJECT: Franklin E. Miles Park
Concession Building

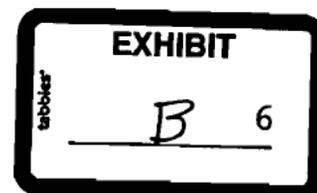
PROJECT NO.: CIP Project No. 408A

ARCHITECT OF RECORD: HUITT-ZOLLARS, INC
6501 AMERICAS PARKWAY NE
SUITE 550
ALBUQUERQUE, NM 87110
(505) 883-8114

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ARCHITECT _____
TRANSIT AGENCY _____
OTHER _____

Revised July 2000



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 _____.

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 CIP Project #408A – Franklin E. Miles Park Concession Building (Bid Number '08/14/B).

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

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

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL 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. Substantial Completion shall be achieved no later than one hundred twenty (120) calendar days after the date of 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 additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of, three hundred ninety eight thousand five hundred dollars (\$ 398,500.00).

The Contract Sum is determined as follows:

Base Bid	\$ 351,796.06
Gross Receipts Tax	\$ 27,703.94
SUB TOTAL	\$ 379,500.00
Bid Alternate No. 3 (incl. NMGRT) Food Service Equipment	\$ 19,000.00
Contract Sum	\$ 398,500.00

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 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 or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days of delay until the work is completed and accepted 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, 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 one hundred twenty (120) calendar day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

- 9.4 An enumeration of the Contractor's 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 aggregate 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.
- 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.

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.

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

OWNER:

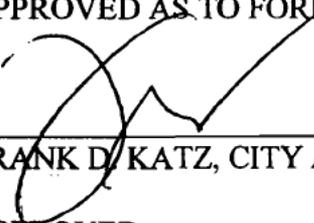
DAVID COSS, MAYOR

DATE

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



FRANK D. KATZ, CITY ATTORNEY

APPROVED:

KATHRYN RAVELING
FINANCE DIRECTOR

CONTRACTOR:
Weil Construction, Inc.

By: _____
Christopher Weil, President

Date: _____

NM Taxation & Revenue CRS No.:
03-040177-00-1

City of Santa Fe Business Reg. No.:
07-19258



**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 or CONTRACT AMENDMENT

2 Name of Contractor Weil Construction, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$398,500.00

Termination Date: May, 2009

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Construction of Franklin Miles Park Concession building and surrounding site improvements

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 \$ 398,500.00 of original Contract# _____ Termination Date: May, 2009

Reason: Award bid '08/14/B and contract to construct Franklin Miles concession bldg.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 398,500.00





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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other RFB # '08/14/B Franklin Miles Park Concession _____

6 Procurement History: Bids opened Nov. 14th, 2007; two bids were received
example: (First year of 4 year contract)

7 Funding Source: Franklin Miles Park & CIP Reallocation **BU/Line Item:** 32720.572970 & 32103

8 Any out-of-the ordinary or unusual issues or concerns:
Reimburse CIP Reallocation Fund from the 2.15 million dollars for Franklin Miles Park in the Park Bond
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Mary MacDonald

Phone # ext. 6934

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

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: