

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

ISSUE:

10. BID OPENINGS:

A. BID NO. 08/08/B – FRENCHY’S PARK RENOVATION; SEQUOIA LANDSCAPING, INC. (BEN GURULE)

1. REQUEST FOR APPROVAL OF BUDGET INCREASE – PROJECT FUND

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT CALENDAR ITEM

Requested approval of Bid No. 08/08/B for Frenchy’s park renovation with Sequoia Landscaping, Inc. in the amount of \$158,184.37. 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 6, 2007

TO: Finance Committee

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

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

ISSUE: Award of Bid # '08/08/B
Frenchy's Park Renovation

SUMMARY:

On October 3, 2007, two bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>
Sequoia Landscaping Inc., Albuquerque	
Base Bid	\$132,500.00
GRT	\$ 10,434.37
Total Base Bid Plus Tax	\$142,934.37
Additive Alternate #1	\$ 8,000.00
Additive Alternate #2	\$ 2,200.00
Additive Alternate #3	\$ 1,850.00
Additive Alternate #4	\$ 3,200.00
Total Bid Amount	<u>\$158,184.37</u>
Accent Landscape Contractors, Inc., Albuquerque	
Base Bid	\$133,976.86
GRT	\$ 10,550.68
Total Base Bid Plus Tax	\$144,527.54
Additive Alternate #1	\$ 10,787.50
Additive Alternate #2	\$ 1,686.90
Additive Alternate #3	\$ 1,379.68
Additive Alternate #4	\$ 2,068.69
Total Bid Amount	<u>\$160,450.31</u>

The using department has reviewed the bids and recommends award of bid to Sequoia Landscaping, Inc., Albuquerque in the amount of \$158,184.37 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 Sequioa Landscaping, Inc., Albuquerque in the total amount of \$158,184.37, 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.
3. Copy of the agreement between the owner and contractor.

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, DECEMBER 10, 2007**

ITEM 19

CIP PROJECT #429B – FRENCHY’S PARK RENOVATIONS

- REQUEST FOR APPROVAL OF AWARD OF BID #'08/08/B AND AGREEMENT WITH SEQUOIA LANDSCAPING, INC. IN THE AMOUNT OF \$158,184.37 INCLUSIVE OF NMGR (BEN GURULE)

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR ORTIZ	X		
COUNCILOR CALVERT	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR TRUJILLO	EXCUSED		

City of Santa Fe, New Mexico

memo

DATE: December 10, 2007

TO: Public Works, CIP, Land Use Committee

VIA: Robert Romero, Public Works Department Director 
Fabian Chavez III, Parks, Trails and Watershed Division Director 

FROM: Ben Gurule, Project Administrator 
Jackie Gonzales, Marketing & Special Events Administrator 

ISSUE:

CIP Project No. 429B Frenchy's Park Renovations

- Award of Bid No. '08/08/B Sequoia Landscaping Inc. \$158,184.37
- Approval of Agreement Between Owner and Contractor (Exhibit "A")
- Approval of Budget Adjustment (Exhibit "B")

SUMMARY:

Bids for the above referenced project were received on October 3, 2007 (see Exhibit "B" Bid Tabulation form). Two bids were received as follows:

Sequoia Landscaping Inc.	Base Bid	\$132,500.00
	GRT. @7.875%	\$ 10,434.37
	Sub Total	\$142,934.37
	Alternate # 1	\$ 8,000.00
	Alternate # 2	\$ 2,200.00
	Alternate # 3	\$ 1,850.00
	Alternate # 4	\$ 3,200.00
Total:	\$158,184.37	
Accent Landscape Contractors	Base Bid	\$133,976.87
	GRT. @7.875%	\$ 10,550.68
	Sub Total	\$144,527.54
	Alternate # 1	\$ 10,780.50
	Alternate # 2	\$ 1,686.90
	Alternate # 3	\$ 1,379.68
	Alternate # 4	\$ 2,068.69
Total:	\$160,443.32	

SCOPE OF WORK:

The project scope of work includes minor demolition, a new irrigation system, landscaping, a natural pathway, demolition and related work.

DECEMBER 10, 2007
PUBLIC WORKS, CIP, LAND USE COMMITTEE – MEMO
CIP PROJECT NO. 429B FRENCHY'S PARK RENOVATION
PAGE 2

The Parks, Trails and Watershed Division is therefore recommending approval of the Award of Bid as follows:

Sequoia Landscaping Inc.	Base Bid	\$158,184.37
	GRT. @7.875%	\$ 10,434.37
	Sub Total	\$142,934.37
	Alternate # 1	\$ 8,000.00
	Alternate # 2	\$ 2,200.00
	Alternate # 3	\$ 1,850.00
	Alternate # 4	\$ 3,200.00
	Bid Award:	\$158,184.37
	Construction Contingency:	\$ 16,815.63
	Total:	\$175,000.00

BUDGET:

The Parks, Trails & Watershed Division is requesting a Budget Adjustment (attached) in the amount of \$175,000.00 from CIP Reallocation Fund Business Unit No. 32103 into the Frenchy's Park Business Unit/Line Item 32736.572500.

The Parks Master Plan approved by the City Council on 10/29/07 identified a total of \$661,250.00 for improvements at Frenchy's Park, including those included in this bid award. If funding for the Master Plan improvements is approved by voters in March, the CIP Reallocation Fund will be reimbursed from that fund.

SCHEDULE:

PW, CIP, LU Committee	12/10/07
Finance Committee approval	01/2008
City Council approval	01/2008
Construction start	02/2008
Construction completion	05/2008 (90 day construction period)

ACTION:

Please recommend to the Finance Committee and City Council approval of the Award of Bid No. '08/08/B to Sequoia Landscaping Inc. in the amount of \$158,184.37 with the requested Budget Adjustment and construction contingency, and approval of the Agreement between Owner and Contractor (Exhibit A).

Attachments: Exhibit "A" Agreement between Owner and Contractor
 Exhibit "B" Bid Tabulation Form

xc: Kathryn Raveling, Finance Director
 Robert Rodarte, Purchasing Officer

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 429B
FRENCHY'S FIELD RENOVATION

This Agreement is entered into this _____ day of _____, 2008, by and between the City of Santa Fe, herein known as the Owner, and Sequoia Landscaping Inc., herein known as the Contractor.

For the following:

PROJECT:	FRENCHY'S FIELD RENOVATION
PROJECT NO.:	CIP # 429B
ARCHITECT OF RECORD:	George Radnovich, ASLA, Principal Sites Southwest LLC. 121 Tijeras NE, Suite 3100 Albuquerque, New Mexico 87102 phone 505-822-8200

DISTRIBUTION:

OWNER	<u>City of Santa Fe</u>
CONTRACTOR	<u>Sequoia Landscape Inc.</u>
LANDSCAPE ARCHITECT	<u>Sites Southwest LLC.</u>
OTHER	_____

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of January 30, 2008.

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 #429B FRENCHY'S FIELD RENOVATION (08/08 /B).

The work designated as FRENCHY'S FIELD RENOVATION, consists of, but is not limited to: renovations to Frenchy's Park, as described in the technical specifications and drawings in the Request For Bids/Project Manual. 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 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 90 (Ninety) 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 one hundred fifty eight thousand one hundred eighty four dollars and thirty seven cents (\$158,184.37).

The Contract Sum is determined as follows:

Base Bid	\$132,500.00
Gross Receipts Tax @ 7.875%	\$ 10,434.37
Sub Total	<u>\$142,934.37</u>
Additive Alternate #1	\$ 8,000.00
Additive Alternate #2	\$ 2,200.00
Additive Alternate #3	\$ 1,850.00
Additive Alternate #4	<u>\$ 3,200.00</u>
TOTAL CONTRACT SUM	\$158,184.37

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, ninety five (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and ninety five percent (95%) 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 ninety eight percent (98%) 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 or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of Two hundred fifty dollars (\$250.00) 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 (120) 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 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.
- 9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed

- 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

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 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 sovereign immunity, do not waive any defense and 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

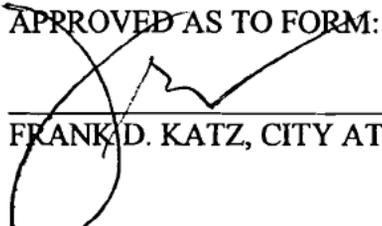
DAVID COSS, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

~~APPROVED AS TO FORM:~~



FRANK D. KATZ, CITY ATTORNEY

APPROVED:

KATHRYN RAVELING
FINANCE DIRECTOR

CONTRACTOR:
Sequoia Landscaping, Inc.

By: _____
(Name, Title)

Date: _____

NM Taxation & Revenue CRS No. 03002572009
City of Santa Fe Business Reg. No. 51249

