

**ACTION SHEET
CITY COUNCIL MEETING OF 01/14/09
ITEM FROM FINANCE COMMITTEE MEETING OF 01/05/09**

ISSUE:

8. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – RAGLE PARK IMPROVEMENTS LANDSCAPE DESIGN SERVICES; SITE SOUTHWEST, LLC (BEN GURULE)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 1 to professional services agreement for Ragle Park improvements landscape design services with Site Southwest, LLC in the amount of \$84,753. Budget is available in parks master plan bond initiative fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

| VOTE: | FOR | AGAINST | ABSTAIN |
|----------------------|------------|----------------|----------------|
| COUNCILOR WURZBURGER | X | | |
| COUNCILOR CALVERT | X | | |
| COUNCILOR CHAVEZ | X | | |
| COUNCILOR DOMINGUEZ | X | | |
| CHAIRPERSON ORTIZ | | | |

DISK fc1/fcmissue

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Sites Southwest (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide landscape architectural services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES.

Article 1, of the Agreement is amended in its entirety so that Article 1 now reads in its entirety as follows:

A. Perform landscape architectural design services described in the scope of work proposal for Ragle Park dated November 11, 2008 attached hereto as Exhibit A and made part of the Agreement. The Contractor shall design the project within the established Maximum Allowable Construction Cost of one million eight hundred thousand dollars (\$1,800,000). Requirements for the MACC are described in Exhibit B attached and herein made part of this Agreement.

B. The Contractor shall provide the Construction Administration Services described in

Exhibit C attached and herein made part of the Agreement.

2. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighty four thousand seven hundred fifty three dollars (\$84,753), inclusive of gross receipts taxes, so that Article 2, Paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty four thousand nine hundred sixty nine dollars (\$154,969) inclusive of gross receipts tax, in total for the term of this Agreement.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and terminate on December 30, 2009, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

DAVID COSS, MAYOR

Date: _____

ATTEST:

YOLANDA Y. CITY CLERK

CONTRACTOR:
SITES SOUTHWEST

By: _____
GEORGE RADNOVICH, ASLA

APPROVED AS TO FORM:



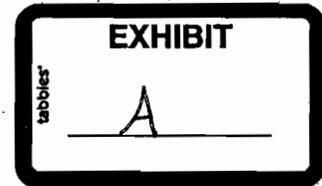
FRANK D. KATZ, CITY ATTORNEY

APPROVED:

DAVID N. MILLICAN, FINANCE
DEPARTMENT DIRECTOR

November 10, 2008

Frank Archuleta, Community Facilities Section Manager
City of Santa Fe
Parks and Recreation Department
PO Box 909
Santa Fe, NM 87504-0909



Re: Additional Services Proposal for Ragle Park: Landscape Design, Irrigation and Lighting Design and Construction Administration Services

Dear Frank,

Sites Southwest is pleased to submit this additional services proposal based on our meeting in your office on April 15th, 2008 regarding the Ragle Park project and the April 24th letter which requests changes to our original proposal. We have included within this proposal a scope of services and an attached spreadsheet to show person-hours estimated. In an attempt to make this request as clear as possible I have included all scope items from the original proposal as well as the additional service request and created a person hours estimate for the entire project to come up with a fee for the entire project. As you will see we have shown the original contract amount and the proposed additional service at the bottom of the person hours estimate.

Based on your letter regarding the project we have assumed a maximum available construction cost (MACC) of \$1,800,000.00 for the project in total. We have also assumed 20 plan sheets for the project.

The Scope of Services is as follows:

SCOPE OF SERVICES

1. **Landscape Design Revisions** – The Landscape Design for Ragle Park will involve development of Preliminary/Conceptual Plans and Final Design Construction Documents for the demolition, landscape, irrigation, construction of built elements and other ground treatments. Following is a list of the original scoped items as well as the additional scoped items identified in our April 15th meeting:

Original Scoped Items

- **Parking and Circulation:** the existing formalized parking area off of Yucca Street will be resurfaced. The gravel lot which is used for an informal parking area on the northeast corner of the facility near Avenida Chaparral will be redesigned as a formal parking lot. The field lighting pole that is located in the parking area will be moved as part of redesign. From this parking area the pedestrian circulation into the center of the park will be reconsidered and re-designed along with the sloped and picnic areas near Field 4. The drainage for the parking lot will be reviewed along with drainage for the sloped area.
- **Picnic Areas:** the three existing picnic areas near the center of the park will be upgraded as part of park rehabilitation. Seating and tables will be included in this rehabilitation along with the addition of shade structures. Improvements will also include drinking fountains, trash receptacles and other much needed furniture for the park. Most of the Picnic areas are in the hilliest portion of the park and therefore will be redesigned with terracing to accommodate both ADA and more mobile users.



SITES SOUTHWEST, LLC

121 Tijeras NE, Suite 3100

Albuquerque, NM 87102

PHONE: 505-822-8200

FAX: 505-822-8282

EMAIL: mail@sites-sw.com

WEB: www.sites-sw.com

- **Baseball Field Upgrades and Irrigation:** most of the baseball fields that exist at Ragle Park will need minor modifications as follows:
 - Field 1 – The snow fence will be replaced with a permanent but removable fence to allow greater flexibility of use among various age groups. The area behind the baseball field behind the baseball field will have the potential to be used as passive recreation when not in use for baseball.
 - Field 2 – the temporary snow fence will be replaced with a permanent but removable fence to allow greater flexibility of use among various age groups.
 - Field 4 – the small existing chain link fence in the fields outfield will remain, behind it three areas will be reconfigured for t-ball and coach pitch areas. Minor modifications to the fence will also be made to accommodate these new activities. Lastly, new dugouts will be designed matching the split face dugouts already built for the other three fields in Ragle Park. The field will also be modified to a “Roberto Clemente” style field. The irrigation system will be redesigned to match the new configuration using the city’s standard Rainbird heads and all equipment will be vandal resistant.
- **Grandstands and Shade:** fields 3 and 4 need shade. Sites Southwest will include the proposed improvements discussed at the pre-proposal meeting such as shade trees and shade structures. The shade would be produced through a combination of tensile or tent-like shade structures planned over new grandstands. Trees will also be planted along the west side of Fields 3 and 4.
- **Walking Path:** the proposed Walking Path additions will be circuit if possible to include one shorter and one longer path. The path is planned around the edge of the park.
- **Playground Rehabilitation:** the existing playground near the center of the park will be rehabilitated to current safety standards and will be made ADA accessible. Additions could include a Splashpad and other equipment.
- **Drainage and Fugitive Water Issues:** the city of Santa Fe ordinance for Fugitive water will be adhered to for Ragle Park and our engineers Gannett Fleming will provide a drainage study to ensure that there are no drainage issues in the park.
- **Lighting:** based on discussions at the pre-proposal meeting the existing wooden light standards for the field area will be replaced with metal ones.
- **Project Phasing:** because of the amount and potentially cost of the improvements for Ragle Park the Master Plan and Construction Plans will be phased to match City Budgets for the projects.

Additional Scoped Items

- Remove existing (adult play) outfield fencing at all fields. Install permanent AABC outfield fencing per leagues or AABE specifications. Field 4 will require special analysis if it receives sports lighting. The area between the former and new outfield fences shall be designed as green space/spectator areas. Parks will remove the outfield fences and install the new outfield fences. SSW will coordinate with Parks to locate the new fences on the construction plans. SSW will be responsible for designing the area outside of the outfield fences.



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- Remove and salvage existing sports lights. Install new sports lighting to meet AABC standards, focusing on reducing light overspill/glare to neighborhoods. Electrical engineering services to, at a minimum, verify existing electrical systems and design upgrades if needed: Upgrade security lighting at parking lot. Design existing east direct lot into functional/ADA compliant parking. SSW will coordinate with an Electrical Engineer and Sports Lighting Designer to upgrade park electrical services and sports field lighting. Redesign the parking lot grading and drainage, and resurface.
- Design park and amenities to meet ADA. SSW will evaluate existing play equipment, designate removal of non-compliant equipment and upgrade all removed equipment to ADA standards.
- Design new and enlarged play area with a water feature.
- Install shade trees and structures, picnic tables, benches, etc. throughout park. Replace Russian Olives with other species.
- Design perimeter path system.
- Provide Grading and Drainage Plan to correct drainage issues.
- New Irrigation for areas south of Field #4 and between Fields #4 and #2.
- Design parking lot north of Field #3.
- Site Southwest will prepare construction documents for Ragle and Franklin Miles Parks and coordinate construction schedules such that there are fields for continuous play. Incorporate plans for caretaker's house.

The phases of work are as follows:

- **Preliminary Design/Conceptual Plan (30% Complete)** - Sites Southwest will provide a submittal of the schematic landscape construction plans for the Project based on the discussions with you and as elaborated above. This plan will include a demolition plan, planting/construction plan, irrigation improvements master plan, (see below) and appropriate sketches, cut sheets, details and notations and a specification outline. The Planting/Construction Plan will outline plant arrangement and types, quantities, sizes and other applicable information. Internal quality assurance check will be included. Preliminary construction cost estimates will be provided.
- **Construction Documents (100% Complete)** - Following approval of the Preliminary Design, we will proceed directly to the Construction Documents or 100% drawings due to City timelines. The deliverables for this stage of work will include demolition plans, planting plans, irrigation plans, (see below) and construction layout and dimensioning plans for the built elements of the project including sidewalks and paths, structures and furniture, and other ground materials (grass, gravel, mulch, etc.); plans will also include detail sheets and specifications. All of the work will be developed digitally in AutoCAD and all plans will be drawn to-scale. Plans will also meet City of Santa Fe standards. Internal quality assurance check will be included. The work will be submitted twice: first completed to a 100% level, and then stamped final for construction. A final construction cost estimate will also be provided.

Fee: \$64,755.00 Lump Sum

2. Irrigation Design (30% complete)

- **Preliminary Design** - In this phase of work, Sites Southwest will provide schematic plans for conceptual plan (30% complete) Ragle Park's Irrigation design. Preliminary plans will provide schematic layouts for the proposed



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upgrades and will include layouts for the point of connection, complete parts legend notes, preliminary head layout for Santa Fe Parks approval, electrical coordination, preliminary details and specifications. A preliminary cost projection will also be provided.

- **Construction Documents (100% complete)** – Following the preliminary design stage of work we will move into the Construction Documentation phase including pipe sizing, pressure loss calculations, plan revisions, irrigation schedule with monthly run times, annual water budget for year 1 and year 3 included. Internal QA review time will also be included. The deliverable for this stage of design will include final construction plans, details, specifications, and bid documents. All work will be developed digitally in AutoCAD. A final preliminary cost projection will also be provided. These plans will provide the contractors with enough detail in order to bid and construct the project.

Fee: \$21,735.00 Lump Sum

3. **Electrical Engineering** -- The Response Group will provide electrical engineering services for Ragle Park. Their work will include site investigation/utility coordination, construction documents and construction administrative services. They have not included a lump sum fee for construction observation but have offered to perform construction observation on an hourly as needed basis. Their total fee for this work is \$16,100.00 (See attached Scope of Services for more detailed scope).

The total fee includes our 10% Subconsultant mark up as established in our contract and some time for coordination.

Fee: \$18,640.00 Lump Sum

4. **Sports Lighting Design** – Sports Lighting Services will provide sports lighting design for Ragle Park. Their work will include master plan review, lighting design services for all sports fields, and performance specifications for sports lighting, evaluate submittals, and performing light tests after installation. Their total fee for this work is \$4,900.00 (See attached Scope of Services for more detailed scope).

The total fee includes our 10% Subconsultant mark up as established in our contract and some time for coordination.

Fee: \$6,320.00 Lump Sum

5. **Meetings and Coordination** – This task accounts for time for meetings and coordination associated with the project. We have planned five (5) review meetings with you and your staff and coordination with the central irrigation control personnel. We have also included additional coordination time to discuss design issues, scheduling, meeting preparation etc. Time will be charged on a time and material basis.

Fee: \$7,140.00 Time and Materials not-to-exceed

6. **Bidding Phase Services** - Bidding Services include preparation of bid documents, preparation of addenda, assistance to the City during bidding process, review and action on contractor RFI's, attendance at one (1) pre-bid meeting and, preparing bid tabulations, preparation of notice of apparent low bid, preparation of recommendation of award of contract, awarding the contract, and the distribution of

Frank Archuleta
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bid documents. An effort will be made to handle as much of this via email and phone conferences in order to keep time to a minimum.

Fee: \$7,740.00 Time and Materials not-to-exceed

7. **Construction Administration Services - Construction Phase Services** will include attendance at one (1) pre-construction conference, offering plan clarifications to the contractor, review of shop drawings, review of Certificates for Payment, evaluation and approval of material substitutions and prepare change orders. We have assumed that the construction period will be 4 months. Time has been allotted for weekly construction meetings. These construction meetings will include a site visit/observation and a meeting with the contractor to resolve any construction issues or conflicts. Along with these site visits Sites Southwest will conduct one warrantee inspection and a warrantee work verification inspection for the project. Time has not been included for as-built/record drawings preparation; we have assumed the contractor would provide this function and Sites Southwest staff would review the as-built/record drawings. We have assumed for the purposes of this proposal that observation time will include landscape, hardscape, and irrigation elements of the project.

Fee: \$14,205.00 Time and Materials not-to-exceed

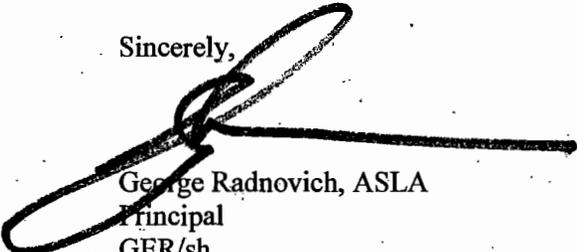
8. **Reimbursables - Materials and other reimbursable expenses** will include travel expenses, reproduction cost, copying, and mileage. This will include twenty one (21) scoped trips to Santa Fe over the course of the contract as well as all contract document reproduction and distribution. Time will be charged on a time and materials basis.

Fee: \$4,100.00 Lump Sum

If this proposal is acceptable, please sign on the acceptance line of both copies of this proposal and return the executed original to our office. This fee estimate is subject to renegotiation if not accepted within thirty (30) days. Time and materials items will be invoiced based on the fee schedule in effect at the time we perform additional services. New Mexico Gross Receipts Tax will be added to all invoices unless a non-taxable transaction certificate is submitted to our office prior to our first bill.

Sincerely,

DATE: _____



George Radnovich, ASLA
Principal
GER/sh
Enclosure
cc: Martin Valdez

ACCEPTED:

BY: _____

TITLE: _____

**Landscape Architectural Scope of Services/Person Hours for
City of Santa Fe Ragle Park Landscape and Irrigation Design**

November 10, 2008

| Task Description | Sites Southwest | | | | | | | | Sub-Consultants* | TOTALS |
|---|-----------------|------------|------------------------------------|-------------|-------------------------------|-------------|--------------------------|------------|------------------|-------------|
| | Principal | | Licensed Irrigator/Project Manager | | Landscape/Irrigation Designer | | Administrative Assistant | | | |
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | | |
| | \$180.00 | | \$105.00 | | \$75.00 | | \$60.00 | | | |
| 1. Landscape Design | | | | | | | | | | |
| <i>Preliminary Design (30% Complete)</i> | | | | | | | | | | |
| - Site Investigation (1 visit) | 4 | \$720.00 | 4 | \$420.00 | | \$0.00 | | \$0.00 | | |
| - Tree Protection/Description Plan | | \$0.00 | 4 | \$420.00 | 12 | \$900.00 | | \$0.00 | | |
| - Data Collection, Create Base Mapping | | \$0.00 | 9 | \$945.00 | 20 | \$1,500.00 | | \$0.00 | | |
| - Demolition Plans | | \$0.00 | 12 | \$1,260.00 | 20 | \$1,500.00 | | \$0.00 | | |
| - Landscape/Hardscape Plans | 2 | \$360.00 | 12 | \$1,260.00 | 36 | \$2,700.00 | | \$0.00 | | |
| - Sketches/Cut Sheets | | \$0.00 | 4 | \$420.00 | 10 | \$750.00 | | \$0.00 | | |
| - Outline Specifications | | \$0.00 | 4 | \$420.00 | 6 | \$450.00 | 8 | \$480.00 | | |
| - Cost Estimate (1) | 1 | \$180.00 | 2 | \$210.00 | 6 | \$450.00 | | \$0.00 | | |
| <i>Final Design (100% Complete)</i> | | | | | | | | | | |
| - Landscape Plans | 6 | \$1,080.00 | 60 | \$6,300.00 | 170 | \$12,750.00 | | \$0.00 | | |
| - Construction Plans | 6 | \$1,080.00 | 50 | \$5,250.00 | 80 | \$6,000.00 | | \$0.00 | | |
| - Details | 2 | \$360.00 | 20 | \$2,100.00 | 110 | \$8,250.00 | | \$0.00 | | |
| - Specifications | | \$0.00 | 12 | \$1,260.00 | 24 | \$1,800.00 | 18 | \$1,080.00 | | |
| - Cost Estimate (1) | 1 | \$180.00 | 4 | \$420.00 | 20 | \$1,500.00 | | \$0.00 | | |
| | 22 | \$3,960.00 | 197 | \$20,685.00 | 514 | \$38,550.00 | 26 | \$1,560.00 | \$0.00 | \$64,755.00 |
| 2. Irrigation Design | | | | | | | | | | |
| <i>Preliminary Design (30% Complete)</i> | | | | | | | | | | |
| - Irrigation Parts List, Notes | | \$0.00 | 2 | \$210.00 | 4 | \$300.00 | | \$0.00 | | |
| - Electrical Coordination (On Site Investigation) | | \$0.00 | 5 | \$525.00 | 5 | \$375.00 | | \$0.00 | | |
| - Irrigation Masterplan (P.O.C., Controller, Backflow, Mainline Layout) | 1 | \$180.00 | 4 | \$420.00 | 4 | \$300.00 | | \$0.00 | | |
| - Irrigation Plan | 5 | \$900.00 | 18 | \$1,890.00 | 50 | \$3,750.00 | | \$0.00 | | |
| - Irrigation Details | | \$0.00 | 2 | \$210.00 | 9 | \$675.00 | | \$0.00 | | |
| - Outline Contract Documents and Specifications | | \$0.00 | 4 | \$420.00 | 8 | \$600.00 | 12 | \$720.00 | | |
| - Preliminary Cost Estimate | 1 | \$180.00 | 3 | \$315.00 | 6 | \$450.00 | | \$0.00 | | |
| <i>Final Design (100% Complete)</i> | | | | | | | | | | |
| - Irrigation Plan Revisions & Lateral Layout | 2 | \$360.00 | 8 | \$840.00 | 18 | \$1,350.00 | | \$0.00 | | |
| - Pipe Sizing | | \$0.00 | 2 | \$210.00 | 8 | \$600.00 | | \$0.00 | | |
| - Pressure loss calcs (2 zones) | | \$0.00 | 2 | \$210.00 | 8 | \$600.00 | | \$0.00 | | |
| - Monthly Run Times/Schedule | | \$0.00 | 2 | \$210.00 | 15 | \$1,125.00 | | \$0.00 | | |
| - Water Budget year 1, year 3 | | \$0.00 | 1 | \$105.00 | 4 | \$300.00 | | \$0.00 | | |
| - QA Revisions | 2 | \$360.00 | 4 | \$420.00 | 8 | \$600.00 | | \$0.00 | | |
| - Final Cost Estimate | | \$0.00 | 3 | \$315.00 | 8 | \$600.00 | | \$0.00 | | |
| - Final Contract Documents and Specifications | | \$0.00 | 6 | \$630.00 | | \$0.00 | 8 | \$480.00 | | |
| | 11 | \$1,980.00 | 66 | \$6,930.00 | 155 | \$11,625.00 | 20 | \$1,200.00 | \$0.00 | \$21,735.00 |
| 3. Electrical Engineering Services | | | | | | | | | | |
| ♦ Site Investigation | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$600.00 | |
| ♦ Sub-consultant Coordination | | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | | \$0.00 | | |
| ♦ Construction Documents | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$15,100.00 | |
| ♦ Construction Administration | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$400.00 | |
| ♦ Construction Observation (hourly) | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | |
| | 0 | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | 0 | \$0.00 | \$17,710.00 | \$18,640.00 |

**Landscape Architectural Scope of Services/Person Hours for
City of Santa Fe Ragle Park Landscape and Irrigation Design**

November 10, 2008

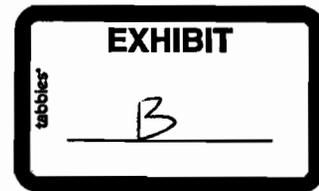
| Task Description | Sites Southwest | | | | | | | | Sub-Consultants* | TOTALS |
|--|-----------------|-------------------|------------------------------------|--------------------|-------------------------------|--------------------|--------------------------|-------------------|--------------------|---------------------|
| | Principal | | Licensed Irrigator/Project Manager | | Landscape/Irrigation Designer | | Administrative Assistant | | | |
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | | |
| | \$180.00 | | \$105.00 | | \$75.00 | | \$60.00 | | | |
| 4. Sports Lighting Design Services | | | | | | | | | | |
| • Sports Lighting Design | | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | | \$0.00 | \$4,900.00 | |
| | 0 | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | 0 | \$0.00 | \$5,390.00 | \$6,320.00 |
| 5. Meetings and Coordination | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | |
| - Review Meetings (5 meetings) | 4 | \$720.00 | 20 | \$2,100.00 | | \$0.00 | | \$0.00 | | |
| - Coordination | | \$0.00 | 24 | \$2,520.00 | 24 | \$1,800.00 | | \$0.00 | | |
| | 4 | \$720.00 | 44 | \$4,620.00 | 24 | \$1,800.00 | 0 | \$0.00 | \$0.00 | \$7,140.00 |
| 6. Bidding and Construction Admin Services | | | | | | | | | | |
| - Assist City (obtaining bids, preparing contracts, awarding contracts and distribution of bid documents) | | \$0.00 | 24 | \$2,520.00 | 12 | \$900.00 | 12 | \$720.00 | | |
| - Preparation of Addenda (4) | | \$0.00 | 9 | \$945.00 | 9 | \$675.00 | 8 | \$480.00 | | |
| - Pre Bid Meeting (1) | | \$0.00 | 4 | \$420.00 | | \$0.00 | | \$0.00 | | |
| - Tabulation of Bids | | \$0.00 | 2 | \$210.00 | 2 | \$150.00 | 12 | \$720.00 | | |
| Bidding Subtotal | 0 | \$0.00 | 39 | \$4,095.00 | 23 | \$1,725.00 | 32 | \$1,920.00 | \$0.00 | \$7,740.00 |
| - Pre Construction Conference (1) | | \$0.00 | 4 | \$420.00 | | \$0.00 | | \$0.00 | | |
| - Plan Clarifications | 1 | \$180.00 | 3 | \$315.00 | 12 | \$900.00 | | \$0.00 | | |
| - Consultation with City/Pay Applications (12) | | \$0.00 | 2 | \$210.00 | 16 | \$1,200.00 | 8 | \$480.00 | | |
| - Review and action on submittals (6) | | \$0.00 | 6 | \$630.00 | 12 | \$900.00 | | \$0.00 | | |
| - Construction Meetings (16 Visits), Pre-Final Irrigation Inspection (1 Visit) Final Inspections (1 Visit) | | \$0.00 | 4 | \$420.00 | 76 | \$5,700.00 | | \$0.00 | | |
| - Prepare Change Orders/Review Shop Drawings (4) | | \$0.00 | 8 | \$840.00 | 16 | \$1,200.00 | | \$0.00 | | |
| - As Built / Record Drawing Review | | \$0.00 | 2 | \$210.00 | 8 | \$600.00 | | \$0.00 | | |
| Construction Admin Subtotal | 1 | \$180.00 | 29 | \$3,045.00 | 140 | \$10,500.00 | 8 | \$480.00 | \$0.00 | \$14,205.00 |
| 7. Reimbursables | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | |
| - Plotting, Printing & Mail Expenses inc. CD's for distribution | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$1,500.00 |
| - Travel, Mileage, etc (assumes 26 trips to Santa Fe) | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$2,600.00 |
| | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | \$4,100.00 |
| TOTAL ALL PHASES | 38 | \$6,840.00 | 387 | \$40,635.00 | 864 | \$64,800.00 | 86 | \$5,160.00 | \$23,100.00 | \$144,635.00 |

* Includes 10% Subconsultant Mark Up

Original Contract Amount: \$65,241.00

Additional Service Request: \$79,394.00

Total design fee as a percentage of construction budget: 8.04%



MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1 **MAXIMUM ALLOWABLE CONSTRUCTION COST:** The Maximum Allowable Construction Cost (MACC) shall not exceed \$1,800,000 including taxes, furnishings, equipment and contingencies.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluation of the OWNER's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the LANDSCAPE ARCHITECT represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ARCHITECT does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the LANDSCAPE ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by the OWNER, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the LANDSCAPE ARCHITECT.

5.2.2 The MACC is established, as a condition of this Agreement, as a fixed limit of Construction Cost for Design and bidding purposes. The LANDSCAPE ARCHITECT shall be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the Bidding Documents to bring it within the MACC. With the written consent of the OWNER, the LANDSCAPE ARCHITECT may also include in the Bidding Documents either additive or deductive alternate bids to adjust the Construction Cost to the fixed limit.

5.2.3 If Bidding has not commenced within two months or if negotiations with potential Contractors have not commenced within two months after the LANDSCAPE ARCHITECT submits Bidding Documents to the OWNER, the Project Budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding Documents to the OWNER and the date on which proposals are sought.

5.2.4 The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the OWNER may (1) give written approval of an increase in the MACC; (2) authorize re-bidding the Project within a reasonable time; or (3) cooperate with LANDSCAPE ARCHITECT in revising the project scope and as required to reduce the Probable Construction Cost. If the OWNER elects to reduce the Probable Construction Cost, the OWNER shall cooperate with the LANDSCAPE ARCHITECT in revising the quality and scope of the Project, and the ARCHITECT, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction cost within the MACC and assist the OWNER throughout the bidding process.



2.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.5.1 The Construction Phase will commence with the award of the Contract for Construction and continues until the 11-month observation and report is submitted by LANDSCAPE ARCHITECT and approved by the OWNER.

2.5.2 The LANDSCAPE ARCHITECT shall provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the Architect's duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.

2.5.3 The LANDSCAPE ARCHITECT shall be the representative of the OWNER during the Construction Phase, and shall advise and consult with the OWNER. Instructions to the Contractor shall be forwarded only through the LANDSCAPE ARCHITECT as approved by the OWNER. The LANDSCAPE ARCHITECT shall have authority to act on behalf of the OWNER and DEVELOPER only to the extent provided in the Contract Documents and any amendments thereto.

2.5.4 The LANDSCAPE ARCHITECT, as a representative of the OWNER, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the OWNER and the LANDSCAPE ARCHITECT, (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the LANDSCAPE ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The LANDSCAPE ARCHITECT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.5.5 The LANDSCAPE ARCHITECT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

2.5.6 The LANDSCAPE ARCHITECT shall determine, certify, and make recommendations to the OWNER for payment of the amounts owing to the Contractor subject to the OWNER'S approval, based on observations at the Site and on evaluations of the Contractor's Applications for Payment. The LANDSCAPE ARCHITECT shall issue Certificates for Payment in such approved amounts as provided in the Contract Documents.

2.5.7 The issuance of a Certificate and recommendation for payment shall constitute representation by the LANDSCAPE ARCHITECT to the OWNER, based on the Landscape Architect's observations at the Site as provided in Subparagraph 2.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is substantially in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be representation that the LANDSCAPE ARCHITECT has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of Contract Sum.

2.5.8 The LANDSCAPE ARCHITECT shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the

Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the OWNER and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.5.9 Interpretations and decisions of the LANDSCAPE ARCHITECT shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form.

2.5.10 The Landscape Architect's decisions in matters relating to artistic effect shall be final if consistent with the requirements of the Contract Documents.

2.5.11 The LANDSCAPE ARCHITECT shall have authority to reject Work that does not conform to the Contract Documents. Where rejected Work is not promptly corrected, the LANDSCAPE ARCHITECT may recommend to the OWNER that the Work shall stop. Whenever, in the Landscape Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the LANDSCAPE ARCHITECT will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

2.5.12 The LANDSCAPE ARCHITECT shall review the Contractor's submittals, such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with the design concept of the Work and with the information given in the Contract Documents, and, for each submittal, the LANDSCAPE ARCHITECT shall designate, in writing, that the LANDSCAPE ARCHITECT (1) takes no exception to the submittal, (2) rejects the submittal, (3) requires corrections as noted by the LANDSCAPE ARCHITECT, (4) requires revision and re-submittal to the ARCHITECT, (5) requires the Contractor to submit the specified item, or, (6) approves as corrected in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Landscape Architect's review of the Contractor's submittals shall not relieve the Contractor of any of his obligations set forth in the General Conditions of the Contract, including but not limited to conformance with the Contract Documents. The Landscape Architect's approval of a specific item shall not indicate approval of an assembly of which the item is component.

2.5.13 All Change Orders, defined in the Conditions of the Contract for Construction, shall be prepared by the LANDSCAPE ARCHITECT and or the Owner's Project Manager. Such Change Orders shall not become effective or binding on the OWNER or Contractor until signed by the OWNER and others whose signatures are required therein. Attached as Exhibit G and incorporated into this Agreement by reference is a copy of the "Change Order Proposal" form. This form shall be initiated by the party requesting a change. Approval in writing by the OWNER of a completed Change Order modifies this contract to the extent indicated. No Work which could reasonably be expected to alter the contract price or materially alter the Project shall be undertaken until the OWNER has approved a completed Change Order which outlines the desired change.

2.5.14 Upon prior notice to the OWNER, the LANDSCAPE ARCHITECT shall conduct observations to determine the Dates of Substantial Completion and Final Completion. The LANDSCAPE ARCHITECT shall receive and forward to the OWNER for the OWNER'S review written warranties, as built drawings, and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

2.5.15 The extent of the duties, responsibilities, and limitation of authority of the LANDSCAPE ARCHITECT as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the LANDSCAPE ARCHITECT.

2.5.16 Should the LANDSCAPE ARCHITECT, his staff, or consultants direct the Contractor or his Subcontractors to undertake work for which additional compensation could reasonably be expected, and if such work is not: a) an emergency endangering life and property, b) required by the Contract Documents, or c) required by approved Change Orders (signed by the LANDSCAPE ARCHITECT, the OWNER, and the Contractor), payment for such work, if accomplished without written authorization, shall not be borne by the OWNER and shall constitute adequate grounds for dismissal or other actions against the LANDSCAPE ARCHITECT.

2.5.17 As part of the Landscape Architect's Basic Services, the LANDSCAPE ARCHITECT shall modify the original reproducible drawings and two sets of Project Manuals delineating recorded built conditions of the Projects or record documents compiled from the records of the Contractor and the LANDSCAPE ARCHITECT, showing

significant changes in the Work. This set of documents shall also include record documents, showing actual location of the Work.. Because the Record Documents are based on information provided by the Contractor, which the Landscape Architect shall assume is reliable, the Landscape Architect cannot and does not warrant their accuracy.

2.5.18 The LANDSCAPE ARCHITECT shall at all times have access to the Work, whether it be in preparation or progress.

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, DECEMBER 8, 2008**

ITEM 10

CIP PROJECT #453A – RAGLE PARK IMPROVEMENTS

- REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SITE SOUTHWEST, LLC FOR LANDSCAPE DESIGN SERVICES IN THE AMOUNT OF \$84,753 (BEN GURULE)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

| VOTE | FOR | AGAINST | ABSTAIN |
|--------------------|-----------------------------|---------|---------|
| CHAIRPERSON BUSHEE | | | |
| COUNCILOR CALVERT | X | | |
| COUNCILOR CHAVEZ | X | | |
| COUNCILOR ROMERO | Not present at this time | | |
| COUNCILOR TRUJILLO | X | | |

City of Santa Fe, New Mexico

memo

DATE: December 8, 2008

TO: Public Works, CIP & Land Use Committee

VIA: Robert Romero, Public Works Department Director *RR*
Chris Ortega, Engineering Division Director *CO*
Martin Valdez, Community Facilities Section Manager *MV*
Fabian Chavez, Parks, Trails and Watershed Division Director *FC*

FROM: Ben Gurule, Project Administrator *B/G*

ISSUE:

CIP Project # 453A – Ragle Park Improvements

- Request approval of Amendment #1 to the Professional Services Agreement with Sites Southwest, LLC for Landscape Design Services (\$84,753).

SUMMARY:

On February 28, 2007, the City Council approved the Professional Services Agreement with Sites Southwest in the amount of \$70,216 to prepare the design for improvements to Ragle Park.

The Public Works Department is recommending approval of Amendment #1 (Exhibit A) in the amount of \$63,063 directing the consultant to complete the design, construction documents, bid and administer the construction of the park improvements. The additional fees are based on the newly established Maximum Allowable Construction Cost (MACC) of \$1,800,000.

The Scope of Work is consistent with the Parks Master Plan approved by the City Council on November 14, 2007 (Please refer to exhibit B).

December 8, 2008
Memo – Page 23
PW, CIP & LU Committee
Re: Ragle Park – Amendment #1 –
Site Southwest

Schedule

| | |
|--|------------------------|
| Public Works, CIP and Land Use Committee | January 12, 2009 |
| Finance Committee | To be Determined |
| City Council | To be Determined |
| Notice-to-Proceed | February 2, 2009 |
| Design / Construction Documents | June 12, 2009 |
| Bidding Phase | June 15-30, 2009 |
| Estimated Construction Timeline | August – December 2009 |

Budget

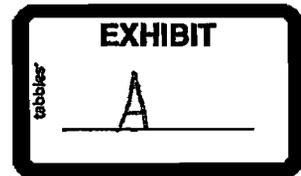
Funds are available from the Parks (Master Plan) Bond Initiative approved in March 2008 (Business Unit 32712-572960 – WIP Design).

ACTION:

Please recommend to the Finance Committee approval of Amendment #1 in the amount of \$84,753.

| | | |
|--------------|------------|----------------------------|
| Attachments: | Exhibit A: | Amendment #1 |
| | Exhibit B: | Scope of Work Descriptions |
| | Exhibit C: | Summary of Contracts |

xc/Project File



DRAFT
CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 28, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Sites Southwest (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide landscape architectural services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES.

Article 1, of the Agreement is amended in its entirety so that Article 1 now reads in its entirety as follows:

A. Perform landscape architectural design services described in the scope of work proposal for Ragle Park dated November 11, 2008 attached hereto as Exhibit A and made part of the Agreement. The Contractor shall design the project within the established Maximum Allowable Construction Cost of one million eight hundred thousand dollars (\$1,800,000). Requirements for the MACC are described in Exhibit B attached and herein made part of this Agreement.

B. The Contractor shall provide the Construction Administration Services described in

Exhibit C attached and herein made part of the Agreement.

2. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of eighty four thousand seven hundred fifty three dollars (\$84,753) inclusive of gross receipts taxes so that Article 2, Paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty four thousand nine hundred sixty nine dollars (\$154,969) inclusive of gross receipts tax, in total for the term of this Agreement.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and terminate on December 30, 2009, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

DAVID COSS, MAYOR

Date: _____

ATTEST:

YOLANDA Y. CITY CLERK

**CONTRACTOR:
SITES SOUTHWEST**

By: _____
GEORGE RADNOVICH, ASLA

APPROVED AS TO FORM:

FRANK D. KATZ, CITY ATTORNEY

APPROVED:

**DAVID N. MILLICAN, FINANCE
DEPARTMENT DIRECTOR**



**Landscape Architectural Scope of Services/Person Hours for
City of Santa Fe Ragle Park Landscape and Irrigation Design
November 10, 2008**

| Task Description | Site Southwest | | | | | | | | Sub-Consultants* | TOTALS |
|---|----------------|------------|------------------------------------|-------------|-------------------------------|-------------|--------------------------|------------|------------------|-------------|
| | Principal | | Licensed Irrigator/Project Manager | | Landscape/Irrigation Designer | | Administrative Assistant | | | |
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | | |
| | | \$180.00 | | \$105.00 | | \$75.00 | | \$60.00 | | |
| Landscape Design | | | | | | | | | | |
| <i>Preliminary Design (30% Complete)</i> | | | | | | | | | | |
| - Site Investigation (1 visit) | 4 | \$720.00 | 4 | \$420.00 | | \$0.00 | | \$0.00 | | |
| - Tree Protection/Description Plan | | \$0.00 | 4 | \$420.00 | 12 | \$900.00 | | \$0.00 | | |
| - Data Collection, Create Base Mapping | | \$0.00 | 9 | \$945.00 | 20 | \$1,500.00 | | \$0.00 | | |
| - Demolition Plans | | \$0.00 | 12 | \$1,260.00 | 20 | \$1,500.00 | | \$0.00 | | |
| - Landscape/Hardscape Plans | 2 | \$360.00 | 12 | \$1,260.00 | 38 | \$2,700.00 | | \$0.00 | | |
| - Sketches/Cut Sheets | | \$0.00 | 4 | \$420.00 | 10 | \$750.00 | | \$0.00 | | |
| - Outline Specifications | | \$0.00 | 4 | \$420.00 | 6 | \$450.00 | 8 | \$480.00 | | |
| - Cost Estimate (1) | 1 | \$180.00 | 2 | \$210.00 | 6 | \$450.00 | | \$0.00 | | |
| <i>Final Design (100% Complete)</i> | | | | | | | | | | |
| - Landscape Plans | 6 | \$1,080.00 | 60 | \$6,300.00 | 170 | \$12,750.00 | | \$0.00 | | |
| - Construction Plans | 8 | \$1,080.00 | 50 | \$5,250.00 | 80 | \$6,000.00 | | \$0.00 | | |
| - Details | 2 | \$360.00 | 20 | \$2,100.00 | 110 | \$8,250.00 | | \$0.00 | | |
| - Specifications | | \$0.00 | 12 | \$1,260.00 | 24 | \$1,800.00 | 18 | \$1,080.00 | | |
| - Cost Estimate (1) | 1 | \$180.00 | 4 | \$420.00 | 20 | \$1,500.00 | | \$0.00 | | |
| | 22 | \$3,960.00 | 197 | \$20,685.00 | 514 | \$38,550.00 | 28 | \$1,560.00 | \$0.00 | \$64,765.00 |
| Irrigation Design | | | | | | | | | | |
| <i>Preliminary Design (30% Complete)</i> | | | | | | | | | | |
| - Irrigation Parts List, Notes | | \$0.00 | 2 | \$210.00 | 4 | \$300.00 | | \$0.00 | | |
| - Electrical Coordination (On Site Investigation) | | \$0.00 | 5 | \$525.00 | 5 | \$375.00 | | \$0.00 | | |
| - Irrigation Masterplan (P.O.C., Controller, Backflow, Mainline Layout) | 1 | \$180.00 | 4 | \$420.00 | 4 | \$300.00 | | \$0.00 | | |
| - Irrigation Plan | 5 | \$900.00 | 18 | \$1,890.00 | 50 | \$3,750.00 | | \$0.00 | | |
| - Irrigation Details | | \$0.00 | 2 | \$210.00 | 9 | \$675.00 | | \$0.00 | | |
| - Outline Contract Documents and Specifications | | \$0.00 | 4 | \$420.00 | 8 | \$600.00 | 12 | \$720.00 | | |
| - Preliminary Cost Estimate | 1 | \$180.00 | 3 | \$315.00 | 6 | \$450.00 | | \$0.00 | | |
| <i>Final Design (100% Complete)</i> | | | | | | | | | | |
| - Irrigation Plan Revisions & Lateral Layout | 2 | \$360.00 | 8 | \$840.00 | 18 | \$1,350.00 | | \$0.00 | | |
| - Pipe Sizing | | \$0.00 | 2 | \$210.00 | 8 | \$600.00 | | \$0.00 | | |
| - Pressure loss calcs (2 zones) | | \$0.00 | 2 | \$210.00 | 8 | \$600.00 | | \$0.00 | | |
| - Monthly Run Times/Schedule | | \$0.00 | 2 | \$210.00 | 15 | \$1,125.00 | | \$0.00 | | |
| - Water Budget year 1, year 3 | | \$0.00 | 1 | \$105.00 | 4 | \$300.00 | | \$0.00 | | |
| - QA Revisions | 2 | \$360.00 | 4 | \$420.00 | 8 | \$600.00 | | \$0.00 | | |
| - Final Cost Estimate | | \$0.00 | 3 | \$315.00 | 8 | \$600.00 | | \$0.00 | | |
| - Final Contract Documents and Specifications | | \$0.00 | 6 | \$630.00 | | \$0.00 | 8 | \$480.00 | | |
| | 11 | \$1,980.00 | 68 | \$6,930.00 | 155 | \$11,625.00 | 20 | \$1,200.00 | \$0.00 | \$21,735.00 |
| Electrical Engineering Services | | | | | | | | | | |
| ♦ Site Investigation | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$600.00 | |
| ♦ Sub-consultant Coordination | | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | | \$0.00 | | |
| ♦ Construction Documents | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$15,100.00 | |
| ♦ Construction Administration | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$400.00 | |
| ♦ Construction Observation (hourly) | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 | |
| | 0 | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | 0 | \$0.00 | \$17,710.00 | \$18,640.00 |

**Landscape Architectural Scope of Services/Person Hours for
City of Santa Fe Ragle Park Landscape and Irrigation Design**

November 10, 2008

| Task Description | Sites Southwest | | | | | | | | Sub-Consultants* | TOTALS |
|--|-----------------|-------------------|------------------------------------|--------------------|-------------------------------|--------------------|--------------------------|-------------------|--------------------|---------------------|
| | Principal | | Licensed Irrigator/Project Manager | | Landscape/Irrigation Designer | | Administrative Assistant | | | |
| | Hours | Rate | Hours | Rate | Hours | Rate | Hours | Rate | | |
| | | \$180.00 | | \$105.00 | | \$75.00 | | \$60.00 | | |
| 1. Sports Lighting Design Services | | | | | | | | | | |
| • Sports Lighting Design | | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | | \$0.00 | \$4,900.00 | |
| | 0 | \$0.00 | 6 | \$630.00 | 4 | \$300.00 | 0 | \$0.00 | \$5,380.00 | \$6,320.00 |
| 5. Meetings and Coordination | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | |
| - Review Meetings (5 meetings) | 4 | \$720.00 | 20 | \$2,100.00 | | \$0.00 | | \$0.00 | | |
| - Coordination | | \$0.00 | 24 | \$2,520.00 | 24 | \$1,800.00 | | \$0.00 | | |
| | 4 | \$720.00 | 44 | \$4,620.00 | 24 | \$1,800.00 | 0 | \$0.00 | \$0.00 | \$7,140.00 |
| 3. Bidding and Construction Admin Services | | | | | | | | | | |
| - Assist City (obtaining bids, preparing contracts, awarding contracts and distribution of bid documents) | | \$0.00 | 24 | \$2,520.00 | 12 | \$900.00 | 12 | \$720.00 | | |
| - Preparation of Addenda (4) | | \$0.00 | 9 | \$945.00 | 9 | \$675.00 | 8 | \$480.00 | | |
| - Pre Bid Meeting (1) | | \$0.00 | 4 | \$420.00 | | \$0.00 | | \$0.00 | | |
| - Tabulation of Bids | | \$0.00 | 2 | \$210.00 | 2 | \$150.00 | 12 | \$720.00 | | |
| Bidding Subtotal | 0 | \$0.00 | 39 | \$4,095.00 | 23 | \$1,725.00 | 32 | \$1,920.00 | \$0.00 | \$7,740.00 |
| - Pre Construction Conference (1) | | \$0.00 | 4 | \$420.00 | | \$0.00 | | \$0.00 | | |
| - Plan Clarifications | 1 | \$180.00 | 3 | \$315.00 | 12 | \$900.00 | | \$0.00 | | |
| - Consultation with City/Pay Applications (12) | | \$0.00 | 2 | \$210.00 | 16 | \$1,200.00 | 8 | \$480.00 | | |
| - Review and action on submittals (6) | | \$0.00 | 6 | \$630.00 | 12 | \$900.00 | | \$0.00 | | |
| - Construction Meetings (16 Visits), Pre-Final Irrigation Inspection (1 Visit) Final Inspections (1 Visit) | | \$0.00 | 4 | \$420.00 | 76 | \$5,700.00 | | \$0.00 | | |
| - Prepare Change Orders/Review Shop Drawings (4) | | \$0.00 | 8 | \$840.00 | 16 | \$1,200.00 | | \$0.00 | | |
| - As Built / Record Drawing Review | | \$0.00 | 2 | \$210.00 | 8 | \$600.00 | | \$0.00 | | |
| Construction Admin Subtotal | 1 | \$180.00 | 29 | \$3,045.00 | 140 | \$10,500.00 | 8 | \$480.00 | \$0.00 | \$14,205.00 |
| 7. Reimbursables | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | |
| - Plotting, Printing & Mail Expenses Inc. CD's for distribution | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$1,500.00 |
| - Travel, Mileage, etc (assumes 28 trips to Santa Fe) | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$2,800.00 |
| | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | \$4,100.00 |
| TOTAL ALL PHASES | 38 | \$6,840.00 | 387 | \$40,635.00 | 864 | \$64,800.00 | 86 | \$5,160.00 | \$23,100.00 | \$144,635.00 |

Includes 10% Subconsultant Mark Up

Original Contract Amount: \$65,241.00

Additional Service Request: \$79,394.00

Total design fee as a percentage of construction budget: 8.04%



MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1 **MAXIMUM ALLOWABLE CONSTRUCTION COST:** The Maximum Allowable Construction Cost (MACC) shall not exceed \$1,800,000 including taxes, furnishings, equipment and contingencies.

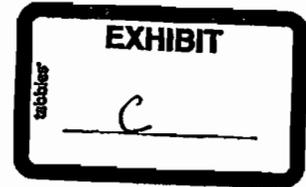
5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluation of the OWNER's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the LANDSCAPE ARCHITECT represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ARCHITECT does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the LANDSCAPE ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by the OWNER, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the LANDSCAPE ARCHITECT.

5.2.2 The MACC is established, as a condition of this Agreement, as a fixed limit of Construction Cost for Design and bidding purposes. The LANDSCAPE ARCHITECT shall be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the Bidding Documents to bring it within the MACC. With the written consent of the OWNER, the LANDSCAPE ARCHITECT may also include in the Bidding Documents either additive or deductive alternate bids to adjust the Construction Cost to the fixed limit.

5.2.3 If Bidding has not commenced within two months or if negotiations with potential Contractors have not commenced within two months after the LANDSCAPE ARCHITECT submits Bidding Documents to the OWNER, the Project Budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding Documents to the OWNER and the date on which proposals are sought.

5.2.4 The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the OWNER may (1) give written approval of an increase in the MACC; (2) authorize re-bidding the Project within a reasonable time; or (3) cooperate with LANDSCAPE ARCHITECT in revising the project scope and as required to reduce the Probable Construction Cost. If the OWNER elects to reduce the Probable Construction Cost, the OWNER shall cooperate with the LANDSCAPE ARCHITECT in revising the quality and scope of the Project, and the ARCHITECT, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction cost within the MACC and assist the OWNER throughout the bidding process.



2.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.5.1 The Construction Phase will commence with the award of the Contract for Construction and continues until the 11-month observation and report is submitted by LANDSCAPE ARCHITECT and approved by the OWNER.

2.5.2 The LANDSCAPE ARCHITECT shall provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the Architect's duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.

2.5.3 The LANDSCAPE ARCHITECT shall be the representative of the OWNER during the Construction Phase, and shall advise and consult with the OWNER. Instructions to the Contractor shall be forwarded only through the LANDSCAPE ARCHITECT as approved by the OWNER. The LANDSCAPE ARCHITECT shall have authority to act on behalf of the OWNER and DEVELOPER only to the extent provided in the Contract Documents and any amendments thereto.

2.5.4 The LANDSCAPE ARCHITECT, as a representative of the OWNER, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the OWNER and the LANDSCAPE ARCHITECT, (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the LANDSCAPE ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The LANDSCAPE ARCHITECT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.5.5 The LANDSCAPE ARCHITECT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

2.5.6 The LANDSCAPE ARCHITECT shall determine, certify, and make recommendations to the OWNER for payment of the amounts owing to the Contractor subject to the OWNER'S approval, based on observations at the Site and on evaluations of the Contractor's Applications for Payment. The LANDSCAPE ARCHITECT shall issue Certificates for Payment in such approved amounts as provided in the Contract Documents.

2.5.7 The issuance of a Certificate and recommendation for payment shall constitute representation by the LANDSCAPE ARCHITECT to the OWNER, based on the Landscape Architect's observations at the Site as provided in Subparagraph 2.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is substantially in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be representation that the LANDSCAPE ARCHITECT has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of Contract Sum.

2.5.8 The LANDSCAPE ARCHITECT shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the

Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the OWNER and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.5.9 Interpretations and decisions of the LANDSCAPE ARCHITECT shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form.

2.5.10 The Landscape Architect's decisions in matters relating to artistic effect shall be final if consistent with the requirements of the Contract Documents.

2.5.11 The LANDSCAPE ARCHITECT shall have authority to reject Work that does not conform to the Contract Documents. Where rejected Work is not promptly corrected, the LANDSCAPE ARCHITECT may recommend to the OWNER that the Work shall stop. Whenever, in the Landscape Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the LANDSCAPE ARCHITECT will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

2.5.12 The LANDSCAPE ARCHITECT shall review the Contractor's submittals, such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with the design concept of the Work and with the information given in the Contract Documents, and, for each submittal, the LANDSCAPE ARCHITECT shall designate, in writing, that the LANDSCAPE ARCHITECT (1) takes no exception to the submittal, (2) rejects the submittal, (3) requires corrections as noted by the LANDSCAPE ARCHITECT, (4) requires revision and re-submittal to the ARCHITECT, (5) requires the Contractor to submit the specified item, or, (6) approves as corrected in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Landscape Architect's review of the Contractor's submittals shall not relieve the Contractor of any of his obligations set forth in the General Conditions of the Contract, including but not limited to conformance with the Contract Documents. The Landscape Architect's approval of a specific item shall not indicate approval of an assembly of which the item is component.

2.5.13 All Change Orders, defined in the Conditions of the Contract for Construction, shall be prepared by the LANDSCAPE ARCHITECT and or the Owner's Project Manager. Such Change Orders shall not become effective or binding on the OWNER or Contractor until signed by the OWNER and others whose signatures are required therein. Attached as Exhibit G and incorporated into this Agreement by reference is a copy of the "Change Order Proposal" form. This form shall be initiated by the party requesting a change. Approval in writing by the OWNER of a completed Change Order modifies this contract to the extent indicated. No Work which could reasonably be expected to alter the contract price or materially alter the Project shall be undertaken until the OWNER has approved a completed Change Order which outlines the desired change.

2.5.14 Upon prior notice to the OWNER, the LANDSCAPE ARCHITECT shall conduct observations to determine the Dates of Substantial Completion and Final Completion. The LANDSCAPE ARCHITECT shall receive and forward to the OWNER for the OWNER'S review written warranties, as built drawings, and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

2.5.15 The extent of the duties, responsibilities, and limitation of authority of the LANDSCAPE ARCHITECT as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the LANDSCAPE ARCHITECT.

2.5.16 Should the LANDSCAPE ARCHITECT, his staff, or consultants direct the Contractor or his Subcontractors to undertake work for which additional compensation could reasonably be expected, and if such work is not: a) an emergency endangering life and property, b) required by the Contract Documents, or c) required by approved Change Orders (signed by the LANDSCAPE ARCHITECT, the OWNER, and the Contractor), payment for such work, if accomplished without written authorization, shall not be borne by the OWNER and shall constitute adequate grounds for dismissal or other actions against the LANDSCAPE ARCHITECT.

2.5.17 As part of the Landscape Architect's Basic Services, the LANDSCAPE ARCHITECT shall modify the original reproducible drawings and two sets of Project Manuals delineating recorded built conditions of the Projects or record documents compiled from the records of the Contractor and the LANDSCAPE ARCHITECT, showing

significant changes in the Work. This set of documents shall also include record documents, showing actual location of the Work. Because the Record Documents are based on information provided by the Contractor, which the Landscape Architect shall assume is reliable, the Landscape Architect cannot and does not warrant their accuracy.

2.5.18 The LANDSCAPE ARCHITECT shall at all times have access to the Work, whether it be in preparation or progress.



**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 Sites Southwest

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$70,216.00

Termination Date: December 31, 2008

Approved by Council Date: February 28, 2007

or by City Manager Date: _____

Contract is for: Landscape Architectural Services for Ragle Park

Amendment # 1 to the Original Contract# 07-0133

Increase/(Decrease) Amount \$ 84,753

Extend Termination Date to: December 30, 2009

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Completion of design documents, bidding, construction administration

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 70,216.00 of original Contract# 07-0133 Termination Date: 12/31/2008

Reason: Landscape Architectual Services

Amount \$ 84,753.00 amendment # 1 Termination Date: 12/30/2009

Reason: Complete design documents, bidding and construction administration

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 154,969



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

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

RFP# 07/24/B Date: November 14, 2006

RFQ [] Date:

Sole Source [] Date:

Other

6 Procurement History: One project contract
example: (First year of 4 year contract)

7 Funding Source: Parks Master Plan / Bond Initiative BU/Line Item: 32712

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: Frank M. Archuleta
Phone # -6766

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:

Large empty rectangular box for comments.

Santa Civic Center

Resolutions

- Resolution No. 2003-107 -- City to proceed with the planning and construction of the project in a fiscally responsible manner. Funded exclusively with the Lodger's Tax Fund.
- Resolution No. 2004-33 -- Six Council member vote requirement related to Civic Center issues:
 - Change of location
 - Selection Criteria / Final Selection of consultants
 - Final plan approval
 - Contractor selection
 - Other funds other than Lodger's Tax
 - Changes in Civic Center use
- Resolution No. 2004-34 -- Approval to proceed with:
 - Archaeological Services RFP
 - Project Management RFP
 - 72,500 square foot facility
 - \$42,000,000

Reports / Studies

| <u>Document</u> | <u>Date</u> | <u>Consultant</u> |
|---|-------------|--------------------|
| <ul style="list-style-type: none">• 4Cs Report• Report Subcommittee• Economic & Fiscal Impact of• Constructing a New Conference• Center• Marketing | May 1998 | 4Cs Roundtable & |
| <ul style="list-style-type: none">• Probable Construction Cost Criteria | August 1998 | SW Planning and |
| <ul style="list-style-type: none">• Santa Fe Civic Center District• Action Plan | August 2003 | AES |
| | August 2003 | Lloyd & Associates |

- Financial Feasibility Study
- Downtown & Railyard Parking Study
- Architectural Program

Santa Fe Civic Center Timeline

| 2002 | Date |
|---|-----------------------|
| Civic Center Action Plan Begins | 2002 |
| Resolution 2002-21 approved Increasing the Lodgers Tax by 1% for Civic Center | February 2002 |
| 2003 | Date |
| SF Civic Center Action Plan Approved | August 2003 |
| Resolution 2003-107 approved increasing the Lodgers Tax by an additional 1% | December 2003 |
| 2004 | Date |
| Staff's space programming recommendations approved | April 2004 |
| Resolution 2004-34 approved to: Issue RFP for archaeology, PM, Design For 72,000 sf Civic Center & 600 space Parking Garage. | June 2004 |
| Project Manager (RME/3DI) Approved | December 2004 |
| 2005 | Date |
| Agreement (OAS) approved | May 11, 2005 |
| Design Begins/FB-S Selected | May 12, 2005 |
| Architect (FBS) approved | June 29, 2005 |
| Council Approves New Budget At \$54M | June 29, 2005 |
| Archaeology Begins | July 11, 2005 |
| CPRC –Burial Permit Denied | Aug. 17, 2005 |
| Burial Permit Received | Dec. 15, 2005 |
| LEED Resolution Approved | Sept. 20, 2005 |
| Budget increased to \$55M | |

| 2006 | Date |
|--|---------------------------|
| Asbestos Removal Begins | Feb. 6, 2006 |
| Demolition Begins | Feb. 27, 2006 |
| Demolition/Asbestos Complete | May 19, 2006 |
| Project Bid #1 received | June 15, 2006 |
| Project Bid #2 received | September 19, 2006 |
| Construction Contract approved | October 11, 2006 |
| Supplemental CIP funds approved | October 11, 2006 |
| Construction to begin | November 28, 2006 |
| Contract Time | 19 Months |
| Substantial Completion | June 28, 2008 |
| Grand Opening | August 2008 |

2007

**Construction mass excavation,
shoring and cussions** **50% February 22, 2007**

Overall Construction **5% February 22, 2007**