

**ACTION SHEET
CITY COUNCIL MEETING OF 02/24/10
ITEM FROM FINANCE COMMITTEE MEETING OF 02/15/10**

ISSUE:

7. BID NO. 10/09/B – FRENCHY’S AND LARRAGOITE PARKS RENOVATION PHASE 2; HEADS UP LANDSCAPE CONTRACTORS, (BEN GURULE)

FINANCE COMMITTEE ACTION: Approved As Consent Item

Requested approval of Bid No. 10/09/B for Larragoite Parks renovation phase 2 with Heads Up Landscape Contractors in the amount of \$570,429.35. Budget is available in Project Fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	x		
COUNCILOR CALVERT	x		
COUNCILOR CHAVEZ	Not Present to Vote		
COUNCILOR DOMINGUEZ	x		
CHAIRPERSON ORTIZ			

DISK fc1/fcmissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 8, 2010**

ITEM 7

CIP PROJECT #429C/470B – FRENCHY’S AND LARRAGOITE PARKS RENOVATION PHASE 2

- REQUEST FOR APPROVAL TO AWARD BID #10/09/B AND AGREEMENT BETWEEN OWNER AND CONTRACTOR (ABOC) TO HEADS UP LANDSCAPE CONTRACTORS, IN THE AMOUNT OF \$434,241.41 (BEN GURULE)

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	Excused		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: February 11, 2010

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing

VIA: David Millican, Finance Director
Finance

ISSUE: Award of Bid # '10/09/B
Frenchy's Field Renovation Phase II & Larragoite Park Renovation Phase II

SUMMARY:

On January 21, 2010, seven bids were received for the procurement of the above referenced service as follows:

	<u>Bid Amount</u>	<u>Local Preference</u>
Heads Up Landscape Contractors, Albuquerque		
Subtotal for Frenchy's Field Phase II – Base Bid	\$224,847.78	\$475,082.86
Subtotal for Frenchy's Field Phase II – On Call Bid	\$126,027.00	
Subtotal for Larragoite Phase II Base Bid	\$176,995.06	
Total Base Bid Amount	\$527,869.84	
GRT	\$ 42,559.51	
Total Base Bid Plus Tax	<u>\$570,429.35</u>	
Accent Landscape Contractors, Inc., Albuquerque		
Subtotal for Frenchy's Field Phase II – Base Bid	\$159,279.15	
Subtotal for Frenchy's Field Phase II – On Call Bid	\$173,403.93	
Subtotal for Larragoite Phase II Base Bid	\$181,251.76	
Total Base Bid Amount	\$513,934.84	
GRT	\$ 41,436.00	
Total Base Bid Plus Tax	<u>\$555,370.84</u>	
Westwind Landscape Construction, Inc., Albuquerque		
Subtotal for Frenchy's Field Phase II – Base Bid	\$214,162.51	
Subtotal for Frenchy's Field Phase II – On Call Bid	\$147,534.67	
Subtotal for Larragoite Phase II Base Bid	\$217,341.17	
Total Base Bid Amount	\$579,037.35	
GRT	\$ 46,684.97	
Total Base Bid Plus Tax	<u>\$625,723.32</u>	

Lee Landscapes, Inc., Albuquerque

Subtotal for Frenchy's Field Phase II – Base Bid	\$230,724.17
Subtotal for Frenchy's Field Phase II – On Call Bid	\$147,756.36
Subtotal for Larragoite Phase II Base Bid	\$227,268.94
Total Base Bid Amount	\$605,749.47
GRT	\$ 48,838.55
Total Base Bid Plus Tax	<u>\$654,588.02</u>

Longhorn Construction Services Inc., Albuquerque

Subtotal for Frenchy's Field Phase II – Base Bid	\$243,084.50
Subtotal for Frenchy's Field Phase II – On Call Bid	\$214,615.00
Subtotal for Larragoite Phase II Base Bid	\$173,843.90
Total Base Bid Amount	\$631,543.40
GRT	\$ 50,918.19
Total Base Bid Plus Tax	<u>\$682,461.59</u>

Westwind Landscape Construction, Inc., Albuquerque

Subtotal for Frenchy's Field Phase II – Base Bid	\$238,334.85
Subtotal for Frenchy's Field Phase II – On Call Bid	\$234,926.00
Subtotal for Larragoite Phase II Base Bid	\$248,565.32
Total Base Bid Amount	\$721,826.17
GRT	\$ 58,197.23
Total Base Bid Plus Tax	<u>\$780,023.40</u>

Mountain West Golfspaces, Inc., Peralta

Subtotal for Frenchy's Field Phase II – Base Bid	\$257,342.10
Subtotal for Frenchy's Field Phase II – On Call Bid	\$220,635.00
Subtotal for Larragoite Phase II Base Bid	\$274,432.40
Total Base Bid Amount	\$752,409.50
GRT	\$ 60,663.02
Total Base Bid Plus Tax	<u>\$813,072.52</u>

The using department has reviewed the bid and recommends the award to Heads Up Landscape Contractors, Albuquerque in the amount of \$570,429.35 including NMGRT.

Budget is available in account number 423019.423018.572970 (Frenchy's Park - WIP Construction) in the amount of \$482,367.53 and account number 423026.572500 (Larragoite Park – Remodel and Replacement) \$2,690.00.

ACTION:

It is requested that this recommendation of award to Heads Up Landscape Contractors, Albuquerque in the total amount of \$570,429.35 including NMGRT be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

City of Santa Fe, New Mexico

memo

DATE: February 8, 2010

TO: Public Works, CIP & Land Use Committee

VIA: Chris Ortega, Acting Public Works Department Director *CO*
Martin Valdez, Facilities Division Director *MV*
Fabian Chavez, Parks Division Director *FC*

FROM: Ben Gurule, Project Administrator *BG*

ISSUE:

CIP Project #429C / 470B – Frenchy’s and Larragoite Parks Renovation Phase 2

- Request approval to Award Bid #10/09/B and Agreement between Owner and Contractor (ABOC) to Heads Up Landscape Contractors, in the amount of \$434,241.41

SUMMARY:

On January 21, 2010, the Purchasing Office received seven (7) bids for the aforementioned project. Please refer to the Bid Tabulation sheet attached (Exhibit A).

Accent Landscape Contractors submitted the overall low bid. However, Local Preference criteria declared Heads Up Landscape Contractors to be the low qualified bidder. The bid submitted by Heads Up Landscape Contractors is as follows:

Frenchy’s Park Phase 2 Base Bid	\$224,847.78
Frenchy’s Park Phase 2 On-Call bid	\$126,027.00
Larragoite Park Phase 2 Base Bid	\$176,995.06
Sub-Total Base Bids plus On-Call	\$527,869.84
Gross Receipts Tax (8.0625%)	\$ 42,559.51
Total Base Bids, On-Call plus GRT	\$570,429.35

Memo Page 2
 PW, CIP & LU Committee
 February 8, 2010
 Re: Frenchy's & Larragoite Park Renovations – Phase 2
 Award of Bid #10/09/B

The scope of work for the Frenchy's Park Phase 2 Base Bid includes demolition, new access road to barn, upgraded play ground, ADA upgrades, erosion control, new park furniture, irrigation and landscape improvements. The Larragoite Park Phase 2 Base Bid scope of work includes new concrete walkways, play equipment, park furniture, ADA upgrades, irrigation and landscaping.

Frenchy's Park Base Bid and plans includes a provision for the contractor to conduct a 2 day inventory of areas of the park where the condition of existing irrigation systems are not known but have problems or are non-functional. The contractor is required to submit a price to repair or upgrade the irrigation systems based on his inventory and the On-Call unit bid prices. Refer to construction note (Exhibit B). Rather than accepting the On-Call bid based on estimated quantities provided in the bid, the Public Department Works Department recommends allowing the contractor to conduct the inventory under close Parks staff overview and provide a price based on the findings. A change order for the work will be forwarded to committees and City Council for approval, once quantities have been verified.

The Public Works Department is recommending awarding Bid Number '10/09/B and Agreement between Owner and Contractor as follows:

Frenchy's Park Phase 2 Base Bid	\$224,847.78
Larragoite Park Phase 2 Base Bid	\$176,995.06
Gross Receipts Tax (8.0625%)	<u>\$ 32,398.57</u>
Total Contract Amount	\$434,241.41

Schedule

Finance Committee	February 15, 2010
City Council	February 24, 2010
Notice-to-Proceed	March 01, 2011
Estimated Construction Timeline (90 days)	March 10 through May 9, 2010

Memo Page 3
PW, CIP & LU Committee
February 8, 2010
Re: Frenchy's & Larragoite Parks Renovations Phase 2
Award of Bid #10/09/B

Budget

Funds for the project were appropriated from the Parks (Master Plan) Bond Initiative approved in March 2008 - (Business Units #423019.423018.572970 and 423026.572500).

ACTION:

Please recommend to the Finance Committee:

1. Approval to Award Bid #10/09/B and ABOC (Exhibit C) in the amount of \$434,241.41 to Heads UP Landscape Contractors.

Attachments:	Exhibit A:	Bid Tabulation
	Exhibit B:	On Call Bid Construction Note
	Exhibit C:	Agreement between Owner and Contractor
	Exhibit D:	Summary of Contracts

xc/Shirley Rodriguez, Purchasing
Project File

IRRIGATION NOTES—BASE BID

THE INFORMATION PROVIDED BELOW IS THE RESULT OF ON-SITE INVENTORY BY SITES SOUTHWEST AND CITY OF SANTA FE PARKS STAFF ON MARCH 31 AND APRIL 22, 2009. THE INFORMATION IS PRESENTED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING THEIR OWN TWO-DAY ON-SITE INVESTIGATION OF THE EXISTING IRRIGATION SYSTEM, DOCUMENTING ALL PROBLEMS AND NON-FUNCTIONING EQUIPMENT.

UPON COMPLETION OF THE TWO-DAY INVENTORY OF THE EXISTING IRRIGATION SYSTEM, THE CONTRACTOR SHALL PROVIDE A SEPARATE BID PRICE QUOTE TO THE CITY OF SANTA FE TO PERFORM ALL WORK NECESSARY TO BRING THE SYSTEM TO COMPLETE WORKING ORDER, INCLUDING THOSE ITEMS LISTED ON SHEETS XXXX. PRICE QUOTE SHALL BE BASED ON BID ITEM PRICES LISTED IN THE "ON-CALL" BID ITEM LIST, CONTAINED IN THE CONTRACT DOCUMENTS.

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CITY OF SANTA FE
FACILITIES DIVISION

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT #429C/470B
FRENCHY'S AND LARRAGOITE PARKS RENOVATION

This Agreement is entered into this _____ day of _____, 2010 by and between the CITY OF SANTA FE, herein known as the Owner, and HEADS UP LANDSCAPE CONTRACTORS herein known as the Contractor.

For the following:

PROJECT: FRENCHY'S PARK RENOVATION
LARRAGOITE PARK RENOVATION

PROJECT NO.: 429C & 470B – PHASE 2

ARCHITECT OF RECORD: SITES SOUTHWEST, LLC
121 TIJERAS NE, SUITE 3100
ALBUQUERQUE, NM 87102

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ARCHITECT _____
USER AGENCY _____
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 _____ 2010.

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 #429C – Frenchy’s Park Renovation Phase 2 and CIP Project #470B - Larragoite Park Renovation Phase 2 (Bid # ‘10/09/B).

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 ninety (90) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4 TERM POSSESSION

The project site, all the work and materials and equipment to be incorporated therein including storage off or on site shall be under the sole custody or control of the Contractor or any of Subcontractors or Sub-subcontractors throughout the duration of the Contract Time and until issuance of the Substantial Completion Certificate.

ARTICLE 5
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 four hundred thirty four thousand, two hundred forty one dollars and forty one cents (\$434,241.41).

The Contract Sum is determined as follows:

Base Bid Frenchy's Park	\$224,847.78
Base Bid Larragoite Park	\$176,995.06
Gross Receipts Tax (8.06255%)	<u>\$ 32,398.57</u>

Total Contract Sum	\$434,241.41
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ARTICLE 6
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 7
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 8
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 9 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 (30) 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 10 GENERAL AND SPECIAL PROVISIONS

- 10.1 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.
- 10.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 10.3 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.
- 10.4 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.
- 10.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.
- 10.6 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.

- 10.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.
- 10.12 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.
- 10.13 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.
- 10.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER

City of Santa Fe
 Engineering Division
 P.O. Box 909
 Santa Fe, New Mexico 87504-0909

CONTRACTOR

Heads Up Landscape Contractors
 P.O. Box 10597
 Albuquerque, NM 87184
 New Mexico License #018890

- 10.15 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 10.16 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 10.17 **This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.**
- 10.18 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 10.19 **Separability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 10.20 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 10.21 **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.
- 10.22 **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.
- 10.23 **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.
- 10.24 **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.

- 10.25 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.
- 10.26 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.
- 10.27 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 11
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

CONTRACTOR:
HEADS UP LANDSCAPE CONTRACTORS

BY: _____
EDDIE C. PADILLA
TITLE: VICE PRESIDENT

DATE: _____

NM TAXATION AND REVENUE CRS
NO. 01-872946-00-0

CITY OF SANTA FE BUSINESS REG.
NO. 09-00039564

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY 

APPROVED:

DAVID N. MILLICAN, FINANCE
DEPARTMENT DIRECTOR

BUSINESS UNIT/LINE ITEM NO.



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



Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|--------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Heads Up Landscape Contractor

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$434,241.41

Termination Date: May 9, 2010

- Approved by Council Date: _____
 or by City Manager Date: _____

Contract is for: Frenchy's / Larragoite Parks 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 \$ _____ of original Contract# _____ Termination Date: _____

Reason: Delays due to prairie dog issues

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 4 Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP [] RFQ [] Sole Source [] Other [x]

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

7 Funding Source: Parks Bond BU/Line Item: 423019 423026

8 Any out-of-the ordinary or unusual issues or concerns:
no
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Frank Archuleta Phone #

Division Contract Administrator: Martin Valdez

Division Director: Martin Valdez

Department Director: Chris Ortega

10 Certificate of Insurance attached. (if original Contract) []

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Certain improvements to be designed and construction with in-house staff

12 Prior year's contract amount?: n/a

13 Describe service impact from an ongoing commitment to the contractor: n/a

14 Why staff cannot perform the work?: Parks only performs maintenace and small construction projects

15 If extending contract, why?: New Contract

16 Was a Santa Fe company awarded contract? If not, why?: Albq contract w/ Santa Fe office (Local Pref)

17 Is this for City Manager or Council approval?: City Council

To be recorded by City Clerk:

Contract #

Date of contract Executed (i.e., signed by all parties):

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