

**ACTION SHEET
CITY COUNCIL MEETING OF 05/11/11
ITEM FROM FINANCE COMMITTEE MEETING OF 05/02/11**

ISSUE:

6. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – HERB MARTINEZ PARK TENNIS COURTS RESURFACING; RENNER SPORTS SURFACES (FRANK ARCHULETA)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of professional services agreement for Herb Martinez Park – Tennis Courts Resurfacing with Renner Sports Surfaces in the amount of \$28,016.24. Budget is available in project fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR ROMERO	X		
COUNCILOR BUSHEE	absent		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

DISK fc1/fcmissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, APRIL 25, 2011**

ITEM 9

CIP PROJECT #462A – HERB MARTINEZ PARK TENNIS COURTS RESURFACING
 ▪ REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH RENNER SPORTS SURFACES IN THE AMOUNT OF \$28,016.24 (FRANK ARCHULETA)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

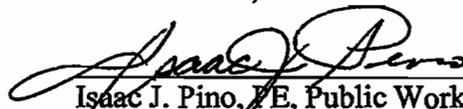
City of Santa Fe, New Mexico

memo

DATE: April 25, 2011

TO: Public Works, CIP and Land Use Committee

VIA:


Isaac J. Pino, PE, Public Works Department Director
Fabian Chavez III, Parks Division Director *FC*

FROM: Frank M. Archuleta, Project Administrator *FMA*

ISSUE:

CIP Project #462A – Herb Martinez Park Tennis Courts Resurfacing

- Request approval of Professional Services Agreement - Renner Sports Surfaces (\$28,016.24)

SUMMARY:

On July 1, 2010, the City Manager approved the Professional Services Agreement with Renner Sports Surfaces in the amount of \$29,210.62 to resurface and re-stripe the basketball courts located at Las Acequias, Calle Lorca, Torreon and Candelero Parks.

The Public Works Department is requesting approval of the Professional Services Agreement (Exhibit "A") in the amount of \$28,016.24 with Renner Sports Surfaces to resurface and re-stripe the tennis courts at Herb Martinez Park. Committees and City Council approval is required because the combined fees of the two agreements exceed the \$50,000 threshold allowed for administrative approval.

In August 2009, the Purchasing Officer approved Renner Sports Surfaces as the "sole source" vendor to provide tennis court resurfacing and re-stripping services. Please refer to Exhibit "B".

Scope of Work

Improvements include power wash courts, clean and fill cracks, apply resurfacer over entire court surface, install 2 applications of World Class acrylic color, re-stripe per USTA regulations and adjust all gates.

April 25, 2011
Memo – Page 2
PW, CIP & LU Committee
Re: Herb Martinez Park Tennis Courts –
Resurfacing and Striping
PSA - Renner Sports Surfaces

Schedule: 14 days
Anticipated Start Date: June 1, 2011
Anticipated Completion: June 14, 2011

Budget

Funds for the work are available from the project budget – Tennis Courts Rehabilitation, Business Unit #32726.572500- Remodel / Replace.

ACTION:

Please recommend to the Finance Committee approval of the Professional Services Agreement with Renner Sports Surfaces in the amount of \$28,016.24 to resurface and re-stripe the tennis courts at Herb Martinez Park.

Attachments: Exhibit "A" – Professional Services Agreement
Exhibit "B" – Sole Source Memo
Exhibit "C" – Summary of Contracts

xc/Robert Rodarte, Purchasing Officer
File



CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Renner Sports Surface (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as follows:

A. Resurface a total of four (4) tennis courts in accordance with Exhibit "A" attached hereto and made part of the Agreement.

B. The specifications include washing the courts; cleaning, leveling and filling cracks with latex mastic cement; applying two coats of acrylic resurfacer, and re-striping and reinstalling nets.

C. Adjust the gates so that they do not scratch the surface and close fence opening at southeast corner.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, sum not to exceed twenty six thousand three hundred eighty one dollars fifty five cents (\$26,381.55), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on September 30, 2011, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon seven (7) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive 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.

15. THIRD PARTY BENEFICIARIES

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 City 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Public Works Department
Facilities Division
ATTN: Chip Lillenthal
PO Box 909
Santa Fe, NM 87504

Contractor:
Renner Sports Surfaces
775 Canosa Court
Denver, Colorado 80204

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

DAVID COSS, MAYOR

DATE: _____

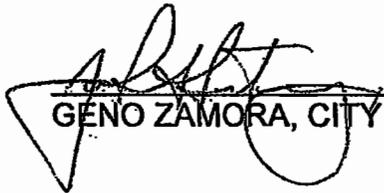
ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
RENNER SPORTS SURFACE

APPROVED AS TO FORM:

By: _____
(Name & Title)

 FOR

GENO ZAMORA, CITY ATTORNEY

CRS # 02-391089-005

City of Santa Fe Business
Registration # 10-45509

APPROVED:

KATHRYN RAVELING, DIRECTOR
FINANCE DEPARTMENT

32721.572500

BUSINESS UNIT/LINE ITEM



design/build

June 14, 2010

tennis courts

Peter Green
 Engineering Division
 Public Works Department
 City of Santa Fe
 PO Box 909
 Santa Fe, NM 87504

running tracks

post-tensioned
 concrete

PROPOSAL

Job Name and Address: Resurface four tennis courts at Herb Martinez Park.

We hereby submit specifications and estimate for resurfacing of four courts.

HarTru

1. Wash the courts.
2. Clean, level and fill cracks and broken areas with latex mastic cement.
3. Apply resurfacer over the entire court surface to smooth rough areas.
4. Install two applications of World-Class acrylic color. Owner to select playing colors.
 - a. Playing area _____
 - b. Perimeter _____
5. Re-stripe courts per USTA regulations.
6. Reinstall nets and leave the work area in a clean condition.

HydroCourts

resurfacing

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of: Twenty Four Thousand Six Hundred Dollars and no/100 (\$ 24,600.00)

accessories

New Mexico Gross Receipts Tax \$2,014.13

ALTERNATES: Initial if desired

in-line hockey

- _____ 1. Adjust the gates so that they don't scratch the surface and close small fence opening at southeast corner. Add \$1,296.00

lighting

Please note that all cracks will return although in diminished form, due to thermal expansion/contractions. No expressed or implied warranty is granted for crack repair except as noted. Your court may not have adequate positive slope and may have some

patterned
 concrete



Lee Renner - President
 Serving the Rocky Mountain Region since 1984
 Post Tension Tennis Court Pioneer since 1982.

standing water after surfacing. Future peeling or delamination may occur if there is inadequate slope. Adequate positive slope is defined by the USTC&TBA as 1&3/16" fall every 10' (1%) in a true plane.

This proposal excludes any permits or fees, which may be required in your jurisdiction. If permits or plan fees are required, they will be billed to the owner at cost in excess of this proposal.

When patching cracks or resurfacing courts with cracking, we guarantee the cracks will reappear, and that they can reappear within 24 hours, depending upon temperature fluctuations.

For tennis court repair work involving asphalt paving in any form, please be aware that we have experienced contamination of asphalt mixes during recent years, and we cannot guarantee against this contamination.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 14 days and is void thereafter at the option of the undersigned.

All work will be guaranteed for labor and materials for a period of one year from date of substantial completion except for cracking and heaving or delamination due to lack of slope. Should the materials prove to be defective or the workmanship faulty, the problems will be remedied within a reasonable time from receipt of notice of the problem, determining factors to be weather and crew schedule.

The payment schedule will be required as follows: **Down payment/deposit of 0% is required prior to ordering materials and scheduling work.** Progress payments will be required following completion of work items as follows:

**0% down upon acceptance of proposal
Balance due upon completion of work**

Pay requests will be issued as major components of the contract are completed and are due within 10 days of date of invoice. Work may be delayed if progress payments are not kept current. Accounts shall be considered overdue and delinquent 30 days after date of invoice. Delinquent accounts shall bear interest at a rate of 1 1/2% per month (18% annually) and will be subject to all charges necessary for collection, including but not limited to, all attorney's fees. Final payment shall become due upon completion of contractor's work. Liens will be filed on delinquent accounts. Opening or use of an installation by owner shall be considered acceptance. In the event of termination by owner, the contractor shall be paid for the work performed to date and for materials on hand.

The contractor is not liable for delays caused by strikes, by inability to secure adequate materials, by fuel shortage, by weather conditions, by mechanical failures, by Acts of God, or any other cause beyond our control. L.E.R., Inc. dba Renner Sports Surfaces is a non-union entity and is not bound by any organized Labor Agreements.

If digging is required, L.E.R dba Renner Sports Surfaces shall contact the Utility Notification Center of Colorado for utility locates. The owner will be responsible for repairs to any underground lines, if damaged, although care

will be taken when we are advised of their presence. The proposal is predicated upon normal digging conditions, and if rocks are encountered, the extra time and equipment costs necessitated to complete the work will be passed on to the owner.

Owner shall establish suitable access to the construction site. Potable water will be available within fifty feet (50') of the site (we use standard 3/4" garden hoses).

It is understood that if a soil sterilant is applied, it is in an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Contractor is not responsible for cracks due to heaving, soil expansion, frost, etc., or other Acts of God.

Warning - this proposal is predicated upon standard construction practices developed over the past twenty-five years. It is inherent of all asphalt and concrete to crack. We cannot be responsible for ground movement, and heaving or settling of the soils. Our proposal does not include soils investigation or extraordinary drainage costs. Because of the possibility of expanding soil problems, the owner is urged to procure a soils investigation by a qualified soils engineer. L.E.R., Inc. dba Renner Sports Surfaces disclaims any liability for soil heaving, but will modify this proposal to include the recommendations of the owner's soils engineer.

If the contract cannot be performed during the current construction season due to delays caused by the owner, his agents, or employees, this contract shall be valid for the subsequent construction season, subject to possible increases in labor and materials.

Owner may accept this Proposal either by signature or by making any payments to Contractor in consideration of services, and either of the above modes of acceptance shall be deemed to incorporate all of the terms of this Proposal into the contract between the parties thereby formed.

If this proposal is accepted, please sign one copy, indicating which alternates (if any) are accepted, and return it to our office as soon as possible.

Authorized Signature: _____



Neal DePooter—Tennis Sales
RENNER SPORTS SURFACES
NM License 86961

ACCEPTANCE OF PROPOSAL

The above prices specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Date: _____ Signature: _____

Title: _____

City of Santa Fe, New Mexico

memo

EXHIBIT

tabbies

B

DATE: August 31, 2009

TO: Robert Rodarte, Purchasing Officer *RR*

VIA: Robert Romero, Public Works Department Director *TR*
Martin A. Valdez, Facilities Division Director *MV*
Fabian Chavez III, Parks Division Director *FC*

FROM: Frank M. Archuleta, Project Administrator *FA*

ISSUE:

Tennis Court Resurfacing and Striping.

- Request approval of Sole Source Procurement (\$12,400 plus GRT) – LE Renner Sports Surfaces

SUMMARY:

LE Renner Sports Surfaces constructed all of the post tensioned concrete tennis courts for the City of Santa Fe. These include the tennis courts at Atayala, Larragoite, Herb Martinez, Fort Marcy and Alto parks. The construction included the installation of acrylic resurfacer (2 coats) and World Class acrylic color (2 coats), and United States Tennis Association (USTA) striping.

The tennis courts located at Atalaya, Larragoite and Herb Martinez Park were constructed in the mid 1990's. They remain structurally sound but are in need of playing surface maintenance (resurfacing and re-striping). Larragoite and Atalaya parks will be renovated this Fall and we hope to perform the tennis court work at the same time.

August 31, 2009
Memo – Page 2
Purchasing Officer
Re: Sole Source –
LE Renner Sports Surfaces

Over the years the Public Works Department has resurfaced outdoor basketball courts with limited success. Materials used were substandard; materials failed within a year or two after installation. Methods and installers utilized were substandard and products often incorrectly applied. Only the tennis courts surfaces installed by LE Renner have proven to withstand use and the elements per the manufacturer's expectations. In addition tennis court game line striping to meet USTA standards is critical. Regionally, only LE Renner and a firm from Texas provide tennis court striping to meet USTA standards.

Based on LE Renner's expertise in tennis court construction, renovation and maintenance combined with the use of first grade materials, the Public Works Department requests that LE Renner be approved as "Sole Source" provider to resurface and stripe City of Santa Fe tennis courts.

Budget:

Funds are available in Business Unit 32726 Line Item 572500 - Court Rehab.

ACTION:

Please approve the Sole Source recommendation by signing below.



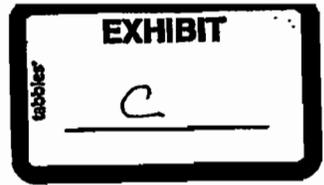
Approved



Date



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 Renner Sports Surfaces

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$28,016.24

Termination Date: September 30, 2011

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

Contract is for: Tennis Court resurfacing and striping

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: Expanded scope of work

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 28,016.24

