



**ACTION SHEET  
CITY COUNCIL MEETING OF 07/14/10  
ITEM FROM FINANCE COMMITTEE MEETING OF 07/06/10**

**ISSUE:**

6. BID OPENINGS:
- A. BID NO. 10/14/B – RAGLE PARK RENOVATION AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; HEADS UP LANDSCAPE CONTRACTORS (BEN GURULE)
1. REQUEST FOR APPROVAL OF BUDGET INCREASE – PROJECT FUND

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of Bid No. 10/14/B for Ragle Park Renovation agreement between owner and contractor with Heads Up Landscape Contractors in the amount of \$1,337,867.29. Budget is available in project fund.

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR WURZBURGER	X		
COUNCILOR BUSHEE	excused		
COUNCILOR ROMERO	X		
COUNCILOR DOMINGUEZ	excused		
CHAIRPERSON ORTIZ	X		

DISK fc1/fcmissue

# City of Santa Fe, New Mexico

# memo

**DATE:** June 28, 2010  
**TO:** Finance Committee  
**FROM:** Robert Rodarte, Officer  
Purchasing Office   
**VIA:** Kathryn Raveling, Finance Director   
Finance  
**ISSUE:** Award of Bid # '10/41/B  
Ragle Park Renovation

## SUMMARY:

On June 7, 2010, two bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>	<u>Local Preference</u>
<b>Heads Up Landscape, Albuquerque</b>		
Base Bid Total Excluding NMGRT	\$2,306,976.15	\$1,398,687.70
Deducts Alternate 1-14 Excluding NMGRT	<u>-\$ 786,663.43</u>	
Base Bid & Deduct 1-14 Excluding NMGRT	<u>\$1,520,312.72</u>	
<b>Lee Landscapes, Inc., Albuquerque</b>		
Base Bid Total Excluding NMGRT	\$2,843,169.18	
Deducts Alternate 1-14 Excluding NMGRT	<u>-\$1,122,726.54</u>	
Base Bid & Deduct 1-14 Excluding NMGRT	<u>\$1,720,442.64</u>	

The using department has reviewed the bids and recommends the award to Heads Up Landscape, Albuquerque in the amount of \$1,337,867.29 excluding GRT. The CIP Division and the contractor negotiated to reduce the work and contract sum to \$1,337,867.29.

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

## ACTION:

It is requested that this recommendation of award to Heads Up Landscape, Albuquerque in the total amount of \$1,337,867.29 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:** July 06, 2010

**TO:** Finance Committee

**VIA:**



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

**FROM:** Ben Gurule, Project Administrator *BG*

**ISSUE:**

CIP Project #453A – Ragle Park Renovation

1. Request to Award Bid #10/41/B and Agreement between Owner and Contractor (ABOC) to Heads Up Landscape Contractors in the amount of \$1,337,867.29 negotiated)
2. Approval of BAR

**SUMMARY:**

On May 27, 2010, the City of Santa Fe, Purchasing Office received two (2) bids for the Ragle Park Renovations. Cost Estimates prepared during the Design Phase were well over the Maximum Allowable Construction Cost (MACC) of \$1,800,000. Therefore the Public Works Department directed the consultant to include bid alternates in the bidding documents to allow the City to consider bid options and or effectively negotiate with the low qualified bidder.

Fourteen bid alternates were included in the bidding documents. The bid results are as follows:

	<u>Heads Up Landscape Contractors</u>	<u>Lee Landscapes, Inc.</u>
Base Bid (excluding GRT)	\$2,306,976.15	\$2,843,169.518
Base Bid & all bid Alternates (excluding GRT)	\$1,520,312.72	\$1,720,442.64

**JULY 06, 2010**  
**CIP PROJECT NO. 453 A RAGLE PARK RENOVATION**  
**FINANCE COMMITTEE – MEMO**  
**PAGE TWO**

The low qualified bidder was Heads Up Landscape Contractors (Heads Up Landscape Contractors also qualified for “Local Preference” consideration). Over the last 2 weeks, the Public Works Department, Landscape Architect and the contractor negotiated the bid pricing submitted and a reduced scope of work. The negotiated bid amount represents what staff believes is the best project for the funds available.

Items negotiated include:

- Parks Division will perform most of the removal of outdated parks and irrigation equipment for salvage or disposal. The Parks Division will also provide the in field soils mix and amendment.
- Reduced mobilization cost and unit pricing.
- Deletion of the water play feature, cistern and all related mechanical, electrical and plumbing work and replacing the feature with low cost landscaping to allow for future installation.
- Deletion of the northeast parking lot including grading and storm drainage improvements.
- Deletion of asphalt on the park pathways. Compact crusher fines will be installed to provide a compliant accessible trail surface. Paving of the trails will be considered if contingency funds allow.
- Deletion of scoreboards, scoreboard wiring and sound system.

The Public Works Department is recommending the award of Bid #10/41/B and ABOC (Exhibit “A”) in the negotiated amount of \$ 1,337,867.29 (inclusive of NMGRT) to Heads Up Landscape Contractors for the following work:

- Irrigation upgrades to replace outdated systems including new main lines, laterals, valves and irrigation heads and bubblers.
- Repaving and striping redesigned southwest parking lot including grading and storm drainage improvements
- New playground, upgrades to existing play ground, shade structures, picnic tables, benches, etc.
- New landscaping (trees and shrubs)
- New (upsized) electrical service and improvements for the new sports lighting and electrical systems.

**JULY 06, 2010**  
**CIP PROJECT NO. 453 A RAGLE PARK RENOVATION**  
**FINANCE COMMITTEE – MEMO**  
**PAGE THREE**

A construction contingency has been established to address concealed and other unforeseen conditions as work progresses. If sufficient contingency funds are available or if the project receives supplemental funding, staff recommends that the pathways be paved and the northeast parking lot be constructed.

Schedule

Finance Committee approval	July 6, 2010
City Council approval	July 14, 2010
Notice of Award	July 15, 2010
Notice to proceed	July 26, 2010
Contract Time	120 calendar days
Estimated completion	Late November 2010

Budget

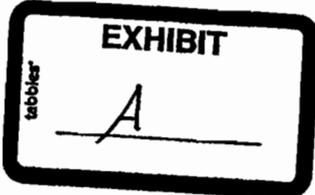
Funds for the project are appropriated from the Parks Bond, Business Unit #423044.572970.0108400. A Budget Adjustment is required to cover the city crew labor to perform the negotiated removal of disposal and salvageable park furniture and equipment (Exhibit "B").

**ACTION:**

Please recommend to the City Council approval to 1) award Bid #10/41/B and ABOC to Heads Up Landscape Contractors in the amount of \$1,337,867.29 and 2) approval of BAR.

Attachments:

- Exhibit "A" – Agreement between Owner and Contractor
- Exhibit "B" – BAR
- Exhibit "C" - Summary of Contracts



CITY OF SANTA FE  
FACILITES DIVISION

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR

CIP PROJECT #453A  
RAGLE PARK 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:	RAGLE PARK RENOVATION
PROJECT NO.:	453A
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 #453A - Ragle Park Renovation (Bid # '10/41/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 one hundred twenty (120) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

### ARTICLE 4 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 one million three hundred thirty three thousand dollars eight hundred sixty seven and twenty nine cents (\$1,337,867.29).

The Contract Sum is determined as follows:

Negotiated Base Bid	\$1,236,619.10
Gross Receipts Tax (8.06255%)	<u>\$ 101,248.19</u>
Total Contract Sum	\$1,337,867.29

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 Five Hundred Dollars (\$500) 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

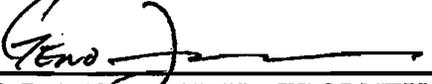
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
KATHRYN RAVELING, FINANCE  
DEPARTMENT DIRECTOR

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM

CONTRACTOR:  
HEADS UP LANDSCAPE  
CONTRACTORS

BY: \_\_\_\_\_  
EDDIE C. PADILLA  
VICE PRESIDENT

NM TAXATION AND REVENUE CRS  
NO. 01-872946-00-0  
CITY BUSINESS REGISTRATION  
NO. 10-00047398



# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works Department / Facilities Division				DATE 06/17/2010
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE
WIP Design	423044.572960			17,000.00
Remodel & Replace	423044.572500			43,000
Payroll	423044.500750		60,000	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i>			<b>TOTAL</b>	\$ 60,000
			\$	60,000

Please refer to Committee Memo dated June 28, 2010 regarding Ragle Park Bid Award.

**ITEM DESCRIPTION**

<b>Frank Archuleta</b>	06/17/10		<b>CITY COUNCIL APPROVAL</b>	
Prepared By	Date		City Council Approval Required <input type="checkbox"/>	Budget Officer
Division Director	Date		City Council Approval Date <input type="text"/>	Finance Director
Department Director	Date		Agenda Item #: <input type="text"/>	City Manager



**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

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

7 **Funding Source:** Parks Bond **BU/Line Item:** 423044.573

8 **Any out-of-the ordinary or unusual issues or concerns:**  
Low bid required negotiations  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Frank Archu leta 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.



## 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 Contractors

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$1,337,867.29

Termination Date: November 22, 2010

Approved by Council Date: \_\_\_\_\_  
 or by City Manager Date: \_\_\_\_\_

Contract is for: Ragle Park Renovations

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: \$ \_\_\_\_\_

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JUNE 28, 2010**

**ITEM 10**

**CIP PROJECT #453A – RAGLE PARK RENOVATION**

- REQUEST FOR APPROVAL TO AWARD BID #10/41/B AND AGREEMENT BETWEEN OWNER AND CONTRACTOR TO HEADS UP LANDSCAPE CONTRACTORS IN THE AMOUNT OF \$1,337,867.29 (NEGOTIATED)
- REQUEST FORMAL APPROVAL OF SOLE SOURCE PURCHASE OF SPORTS LIGHTING FROM MUSCO LIGHTING IN THE AMOUNT OF \$265,000
- REQUEST APPROVAL OF BUDGET ADJUSTMENT REQUEST (BAR) IN THE AMOUNT OF \$60,000 (BEN GURULE)

**Committee Review:**

Finance Committee (Scheduled)

7/06/10

Council (Scheduled)

7/14/10

**PUBLIC WORKS COMMITTEE ACTION: No meeting/lack of quorum – Forward to Finance**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
<b>CHAIRPERSON DOMINGUEZ</b>			
<b>COUNCILOR CALVERT</b>			
<b>COUNCILOR CHAVEZ</b>			
<b>COUNCILOR ROMERO</b>			
<b>COUNCILOR TRUJILLO</b>			

# City of Santa Fe, New Mexico

# memo

**DATE:** June 28, 2010

**TO:** Public Works, CIP & Land Use Committee

**VIA:** Chris Ortega, Acting Public Works Director  
Martin Valdez, Facilities Division Director  
Fabian Chavez, III, Parks Division Director

**FROM:** Ben Gurule, Project Administrator

**ISSUE:**

CIP Project #453A – Ragle Park Renovation

1. Request to Award Bid #10/41/B and Agreement between Owner and Contractor (ABOC) to Heads Up Landscape Contractors in the amount of \$1,337,867.29 negotiated)
2. Request formal approval of “sole source” purchase of sports lighting from Musco Lighting (\$265,000).
3. Approval of BAR

**SUMMARY:**

1. On May 27, 2010, the City of Santa Fe, Purchasing Office received two (2) bids for the Ragle Park Renovations. Cost Estimates prepared during the Design Phase were well over the Maximum Allowable Construction Cost (MACC) of \$1,800,000. Therefore the Public Works Department directed the consultant to include bid alternates in the bidding documents to allow the City to consider bid options and or effectively negotiate with the low qualified bidder.

Fourteen bid alternates were included in the bidding documents. The bid results are as follows:

	<u>Heads Up Landscape Contractors</u>	<u>Lee Landscapes, Inc.</u>
Base Bid (excluding GRT)	\$2,229,403.53	\$2,749,849.50
Base Bid & all bid Alternates (excluding GRT)	\$1,506,154.72	\$1,720,442.64

**CIP PROJECT NO. 453 A RAGLE PARK RENOVATION  
PW, CIP & LAND USE COMMITTEE – MEMO  
PAGE TWO**

The low qualified bidder was Heads Up Landscape Contractors (Heads Up Landscape Contractors also qualified for “Local Preference” consideration). Over the last 2 weeks, the Public Works Department, Landscape Architect and the contractor negotiated the bid pricing submitted and a reduced scope of work. The negotiated bid amount represents what staff believes is the best project for the funds available.

Items negotiated include:

- Parks Division will perform most of the removal of outdated parks and irrigation equipment for salvage or disposal. The Parks Division will also provide the in field soils mix and amendment.
- Reduced mobilization cost and unit pricing.
- Deletion of the water play feature, cistern and all related mechanical, electrical and plumbing work and replacing the feature with low cost landscaping to allow for future installation.
- Deletion of the northeast parking lot including grading and storm drainage improvements.
- Deletion of asphalt on the park pathways. Compact crusher fines will be installed to provide a compliant accessible trail surface. Paving of the trails will be considered if contingency funds allow.
- Deletion of scoreboards, scoreboard wiring and sound system.

The Public Works Department is recommending the award of Bid #10/41/B and ABOC (Exhibit “A”) in the negotiated amount of \$ 1,337,867.29 (inclusive of NMGRT) to Heads Up Landscape Contractors for the following work:

- Irrigation upgrades to replace outdated systems including new main lines, laterals, valves and irrigation heads and bubblers.
- Repaving and striping redesigned southwest parking lot including grading and storm drainage improvements
- New playground, upgrades to existing play ground, shade structures, picnic tables, benches, etc.
- New landscaping (trees and shrubs)
- New (upsized) electrical service and improvements for the new sports lighting and electrical systems.

A construction contingency has been established to address concealed and other unforeseen conditions as work progresses. If sufficient contingency funds are available or if the project receives supplemental funding, staff recommends that the pathways be paved and the northeast parking lot be constructed.

**JUNE 28, 2010**  
**CIP PROJECT NO. 453 A RAGLE PARK RENOVATION**  
**PW, CIP & LAND USE COMMITTEE – MEMO**  
**PAGE THREE**

2. The Public Works Department submitted a “sole source” vendor recommendation to the Purchasing Officer for the purchase and delivery of the sports lighting fixtures. Please refer to the attached letter (Exhibit “B”). The Musco Lighting proposal is attached (Exhibit “C”). Musco lighting was included in the bid documents. It is the preferred sports lighting system in order to standardize sports lighting systems throughout the City Park system. Purchasing the lighting directly results in a savings of \$55,000, by avoiding contractor markup.

The Public Works Department is recommending formal approval to purchase the sports lighting from Musco Lighting in the amount of \$265,000.

Schedule

Finance Committee approval	July 6, 2010
City Council approval	July 14, 2010
Notice of Award	July 15, 2010
Notice to proceed	July 26, 2010
Contract Time	120 calendar days
Estimated completion	Late November 2010

Budget

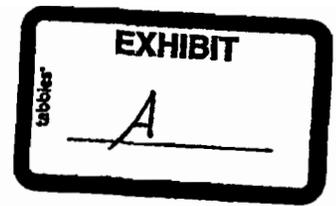
Funds for the project are appropriated from the Parks Bond, Business Unit #423044.572970.0108400. A Budget Adjustment is required to cover the city crew labor to perform the negotiated removal of disposal and salvageable park furniture and equipment (Exhibit “D”).

**ACTION:**

Please recommend to the Finance Committee approval to 1) award Bid #10/41/B and ABOC to Heads Up Landscape Contractors in the amount of \$1,337,867.29 and 2) approval to purchase the park sports lighting from Musco Lighting in the amount of \$265,000 as a “sole source” vendor, 3) approval of BAR.

Attachments:

- Exhibit “A” – Agreement between Owner and Contractor
- Exhibit “B” – Sole Source memo (Musco Lighting)
- Exhibit “C” – Musco Lighting Proposal
- Exhibit “D” – BAR
- Exhibit “E” - Summary of Contracts



CITY OF SANTA FE  
FACILITES DIVISION

AGREEMENT BETWEEN  
OWNER AND CONTRACTOR

CIP PROJECT #453A  
RAGLE PARK 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: RAGLE PARK RENOVATION  
PROJECT NO.: 453A  
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 #453A - Ragle Park Renovation (Bid # '10/41/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 one hundred twenty (120) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

### ARTICLE 4 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 one million three hundred thirty three thousand dollars eight hundred sixty seven and twenty nine cents (\$1,337,867.29).

The Contract Sum is determined as follows:

Negotiated Base Bid	\$1,236,619.10
Gross Receipts Tax (8.06255%)	<u>\$ 101,248.19</u>
Total Contract Sum	\$1,337,867.29

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 Five Hundred Dollars (\$500) 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

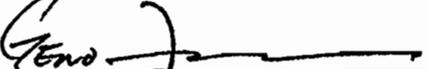
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
KATHRYN RAVELING, FINANCE  
DEPARTMENT DIRECTOR

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM

CONTRACTOR:  
HEADS UP LANDSCAPE  
CONTRACTORS

BY: \_\_\_\_\_  
EDDIE C. PADILLA  
VICE PRESIDENT

NM TAXATION AND REVENUE CRS  
NO. 01-872946-00-0  
CITY BUSINESS REGISTRATION  
NO. 10-00047398

# City of Santa Fe, New Mexico

# memo

EXHIBIT

B

**DATE:** June 9, 2010

**TO:** Robert Rodarte, Purchasing Officer

**VIA:** Martin Valdez, Facilities Division Director *MV*  
Fabian Chavez III, Parks Division Director *FC*  
Ben Gurule, Project Administrator *B.A.*

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

**ISSUE:**

Park Bond / CIP Project – 453A – Ragle Park Renovation

- Request for “Sole Source” determination (Musco Lighting)

**SUMMARY:**

On May 27, 2010, two bids for the Ragle Park Renovation project were received. The project was bid with fourteen bid alternates to insure that staff could consider all the options in awarding the bid and contract.

During the design and cost estimating process it was clear that staff and project consultants needed to research alternative products, equipment and methods to bring estimated costs within budget.

The new sports lighting system for the project is one of these cost saving ideas, and the Public Works Department is recommending a “sole source” approval to purchase the specified sports lighting system directly from Musco Lighting.

**Justification:**

Estimated costs during the design phase, for a contractor bid / installed Musco “Light Structure Green” sports lighting system for Ragle Park was estimated at \$320,000 with a 10 year warranty maintenance agreement. By buying directly from Musco Lighting and avoiding contractor mark-up, the cost is reduced to \$265,000 (with a ten year warranty maintenance agreement) a savings of \$55,000. The 25 year warranty and maintenance program would cost an additional \$8,500 and can be reconsidered near the end of the project if savings are realized.

June 9, 2010  
Memo – Page 2  
Purchasing Officer  
Sole Source Recommendation  
“ Musco Lighting”  
Ragle Park

90% of sport lighting systems at City regional parks are Musco Lighting. It is the Parks Division and sports leagues preferred manufacturer with the intent of standardizing sports lighting systems throughout the City. The Musco “Light Structure Green” System specified for the project will save up 50% in energy savings, more than standard systems and will create 50% less spill and glare, a mandate of the neighbors in the area.

Based on the cost savings and superior system features and services, the Public Works Department feels that it is in the City’s best interest to approve Musco Lighting as the “sole source” vendor for the Ragle Park sports lighting.

**ACTION:**

Please approve the “sole source” recommendation by signing below.

\_\_\_\_\_  
APPROVED

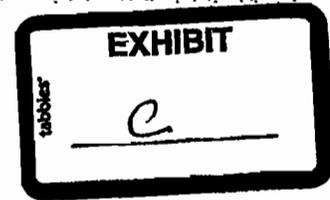
\_\_\_\_\_  
DATE

xc/ Chris Ortega, Acting Works Department Director  
Project File



# Quote

**Ragle Park  
Santa Fe, New Mexico  
Date: May 27, 2010  
To: Mr. Frank Archuleta**



### Quotation Price

Musco's Light Structure Green™ as described below and delivered to the job site:

10/2 Year Warranty.....\$265,000.  
Adder: 25 year comprehensive warranty.....\$8,500.

Sales tax, labor, and unloading of the equipment is not included as part of this quote.  
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

### Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- 10-Year warranty including ten years parts, two years labor. Lamps are warranted for two years, with the first year including lamps and labor, and the second year lamps only
- Energy savings of more than 50% over standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Lighting Contactor Cabinet sized for 480 Volt 3 phase
- (1) 1P auxiliary bracket mounted on all "A" poles @ 35' AGL field side to accommodate sound system speaker (speaker to be provided by others)

### Adder: 25 Year Warranty – also Includes

- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level for 25 years, +/- 10% per IESNA RP-06-01
- One group re-lamp at the end of the lamps' rated life, 5000 hours; based upon 300 annual usage hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system

### Payment Terms

Payment as agreed upon by Musco Credit Department

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately **30-45 days**. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2006 IBC, 90 MPH, Exposure C
- Confirmation of pole locations prior to production
- Musco Design #127800R3; dated April 27, 2010

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Mark Hudcovic  
Sales Representative  
Musco Sports Lighting  
Phone: 720-281-0792  
E-mail: mark.hudcovic@musco.com  
Fax: 800-374-6402

tabbles  
D

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Works Department / Facilities Division				DATE 06/17/2010	
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE	
WIP Design	423044.572960			17,000.00	
Remodel & Replace	423044.572500			43,000	
Payroll	423044.500750		60,000		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i>			<b>TOTAL</b>	\$ 60,000	\$ 60,000

Please refer to Committee Memo dated June 28, 2010 regarding Ragle Park Bid Award.

**ITEM DESCRIPTION**

Frank Archuleta Prepared By	06/17/10 Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Required <input type="checkbox"/>  City Council Approval Date <input type="text"/>  Agenda Item #: <input type="text"/>	Budget Officer	Date
 Division Director	6/22/10 Date		Finance Director	Date
 Department Director	6/22/10 Date		City Manager	Date



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

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

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

2 Name of Contractor Heads Up Landscape Contractors

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$1,337,867.29

Termination Date: November 22, 2010

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Contract is for: Ragle Park Renovations

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: \_\_\_\_\_

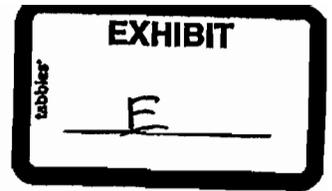
Amount \$ \_\_\_\_\_ amendment # 4 Termination Date: \_\_\_\_\_

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

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

7 **Funding Source:** Parks Bond **BU/Line Item:** 423044.573

8 **Any out-of-the ordinary or unusual issues or concerns:**  
Low bid required negotiations  
(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

*JCO*

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.