

**ACTION SHEET
CITY COUNCIL MEETING OF 08/11/08
ITEM FROM FINANCE COMMITTEE MEETING OF 08/04/08**

ISSUE:

14. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – LANDSCAPE SERVICES FOR FRANKLIN E. MILES PARK; SITES SOUTHWEST, LLC (BEN GURULE)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 1 to professional services agreement for landscape services for Franklin E. Miles Park with Sites Southwest, LLC in the amount of \$63,063 inclusive of gross receipts tax. 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	absent		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JULY 28, 2008**

ITEM 8

CIP #420B – FRANKLIN E. MILES PARK IMPROVEMENTS

- REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SITES SOUTHWEST, LLC FOR LANDSCAPE DESIGN SERVICES IN THE AMOUNT OF \$63,063 (**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: July 28, 2008

TO: Public Works, CIP & Land Use Committee

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

FROM: Ben Gurule, Project Administrator 

ISSUE:

CIP Project # 420B – Franklin E. Miles Park Improvements

- Request approval of Amendment #1 to the Professional Services Agreement with Sites Southwest, LLC for Landscape Design Services (\$63,063).

SUMMARY:

On February 28, 2007, the City Council approved the Professional Services Agreement with Sites Southwest in the amount of \$51,149 to prepare the preliminary design and cost estimate for the Franklin E. Miles Park.

The Public Works Department is recommending approval of Amendment #1 (Exhibit A) in the amount of \$63,063 directing the consultant to complete the design/construction documents, bid and administer the construction improvements of the park improvements.

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

Schedule

Public Works, CIP and Land Use Committee	July 28, 2008
Finance Committee	August 04, 2008
City Council	August 13, 2008
Notice-to-Proceed	August 18, 2008
Design / Construction Documents	October 31, 2008
Bidding Phase	November 10-24, 2008
Estimated Construction Timeline	December 2008 - April 2009

July 28, 2008
Memo – Page 23
PW, CIP & LU Committee
Re: Miles Park – Amendment #1 –
Site Southwest

Budget

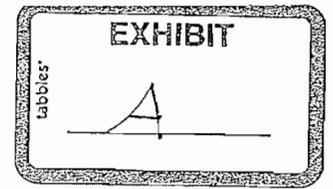
Funds are available from the Parks (Master Plan) Bond Initiative approved in March 2008 (Business Unit 32720-572960 – WIP Design).

ACTION:

Please recommend to the Finance Committee approval of Amendment #1 in the amount of \$63,063.

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

xc/Project File



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

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 02, 2007 (the "Agreement"), between the City of Santa Fe (the "City") and Sites Southwest (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

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

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

1. SCOPE OF SERVICES.

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

A. Perform landscape architectural design services for the scope of work in the 30% Landscape Construction Plans prepared by the Contractor for Franklin E. Miles Park. The Contractor shall design the project within the established Maximum Allowable Construction Cost of one million two hundred twenty one thousand dollars (\$1,221,000). Requirements for the MACC are described in Exhibit A attached and herein made part of this Agreement.

B. The Contractor shall provide the Construction Administration Services described in Exhibit B attached and herein made part of the Agreement.

2. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty three thousand sixty three dollars (\$63,063) inclusive of gross receipts taxes so that Article 2, Paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thirteen thousand seven hundred ninety six dollars (\$113,796) inclusive of gross receipts tax, in total for the term of this Agreement.

3. TERM.

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

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

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

DAVID COSS, MAYOR

Date: _____

ATTEST:

YOLANDA Y. CITY CLERK

CONTRACTOR:
SITES SOUTHWEST

By: _____
GEORGE RADNOVICH, ASLA

APPROVED AS TO FORM:



FRANK D. KATZ, CITY ATTORNEY

APPROVED:

DAVID N. MILLICAN, FINANCE
DEPARTMENT DIRECTOR

EXHIBIT A

MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1 **MAXIMUM ALLOWABLE CONSTRUCTION COST:** The Maximum Allowable Construction Cost (MACC) shall not exceed \$1,221,000, including taxes, furnishings, equipment and contingencies.

5.2 **RESPONSIBILITY FOR CONSTRUCTION COST**

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

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

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

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

EXHIBIT B

2.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

2.5.8 The LANDSCAPE ARCHITECT shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the OWNER and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

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

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

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

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

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

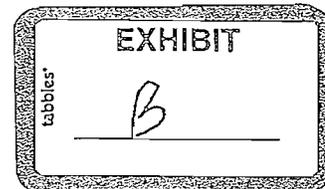
2.5.14 Upon prior notice to the OWNER, the LANDSCAPE ARCHITECT shall conduct observations to determine the Dates of Substantial Completion and Final Completion. The LANDSCAPE ARCHITECT shall receive and forward to the OWNER for the OWNER'S review written warranties, as built drawings, and related documents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

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

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

2.5.17 As part of the Landscape Architect's Basic Services, the LANDSCAPE ARCHITECT shall modify the original reproducible drawings and two sets of Project Manuals delineating recorded built conditions of the Projects or record documents compiled from the records of the Contractor and the LANDSCAPE ARCHITECT, showing significant changes in the Work. This set of documents shall also include record documents, showing actual location of the Work.. Because the Record Documents are based on information provided by the Contractor, which the Landscape Architect shall assume is reliable, the Landscape Architect cannot and does not warrant their accuracy.

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

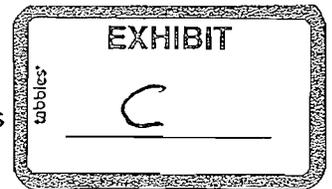


October 2007

Renovate Franklin E. Miles Park Center Acreage 28.6		Capital Improvement Costs
Parks 5 Year Plan		
Landscape Architectural Services		51,149.00
Survey		17,944.92
Concession Stand		49,087.69
Mural	Completed - Inhouse Worksopce	5,988.87
Valley Fence		65,750.00
BallFields - Infield Dirt		22,105.00
800 lbs. of seed		1,160.00
Retrofit 100 spinkler heads		10,000.00
	Sub-total	223,185.48
	Design & Inflation Contingencies @ 25%	55,796.37
	Total:	278,981.85
2007 Park Assessment Needs		
Parks Advisory Committee Recommendation - Adequate		
Perimeter Walking Path, Upgrade Picnic Area, Shade Structures, Putting Greens, Remote Control Race Car Track, Gates, Upgrade Passive Turf Area, Irrigation System Upgrades		1,721,019.00
Parks 5 Year Renovation Plan		
	Sub-total	1,721,019.00
	Design & Inflation Contingencies @ 25%	430,254.75
	Total:	2,151,273.75
Minimum		
Parks 5 Year Renovation Plan		
	Sub-total	1,721,019.00
	Design & Inflation Contingencies @ 25%	430,254.75
	Total:	2,151,273.75



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



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

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Sites Southwest

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$51,149.00

Termination Date: December 31, 2008

Approved by Council Date: February 28, 2007

or by City Manager Date: _____

Contract is for: Landscape Architectural Services for Franklin Miles Park

Amendment # 1 to the Original Contract# 07-0132

Increase/(Decrease) Amount \$ 63,764

Extend Termination Date to: June 30, 2009

Approved by Council Date: _____

or by City Manager Date: _____

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

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

Amount \$ 51,149.00 of original Contract# 07-0132 Termination Date: 12/31/2008

Reason: Landscape Architectual Services

Amount \$ 63,764.00 amendment # 1 Termination Date: 06/30/2009

Reason: Complete design documents, bidding and construction administration

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 114,913



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

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

RFP# 07/22/B Date: December 14, 2006

RFQ [] Date:

Sole Source [] Date:

Other

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

7 Funding Source: Parks Master Plan / Bond Initiative BU/Line Item: 32720

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

9 Staff Contact who completed this form: Frank M. Archuleta
Phone # -6766

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

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract #

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

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

Comments:

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