

**ACTION SHEET
CITY COUNCIL MEETING OF 08/30/11
ITEM FROM FINANCE COMMITTEE MEETING OF 08/22/11**

ISSUE:

6. BID OPENINGS:

B. BID NO. 11/44/B – ASHBAUGH PARK RENOVATIONS AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; MOUNTAIN WEST GOLFSCAPES, INC. (BEN GURULE)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of Bid No. 11/44/B for Ashbaugh Park Renovations and agreement between owner and contractor with Mountain West GolfScapes, Inc. in the amount of \$317,155.47, inclusive of gross receipts tax. Budget is available in Parks Bond Fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: August 5, 2011
TO: Finance Committee
FROM: Robert Rodarte, Purchasing Officer
Purchasing Office
VIA: Kathryn L. Raveling, Director
Finance Department
ISSUE: Award of Bid # '11/44/B
Ashbaugh Park Renovations

SUMMARY:

On July 13, 2011, four bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>
Mountain West GolfScapes, Inc., Peralta	
Base Bid Amount	\$321,988.45
NMGRT	\$ 26,362.81
Add Alternate Plus Tax (disk golf recycled rubber tee pad)	\$ 973.69
Total Bid Plus Tax	<u>\$349,324.95</u>
Lee Landscapes, Inc., Albuquerque	
Base Bid Amount	\$398,535.19
NMGRT	\$ 32,630.07
Add Alternate (disk golf recycled rubber tee pad)	\$ 2,445.04
Total Base Bid Including NMGRT	<u>\$433,610.30</u>
Accent Landscapes Contractors, Inc., Albuquerque	
Base Bid Amount	\$414,032.29
NMGRT	\$ 33,898.90
Add Alternate (disk golf recycled rubber tee pad)	\$ 3,675.13
Total Base Bid Including NMGRT	<u>\$451,606.32</u>
Lockwood Construction Co., Santa Fe	
Base Bid Amount	\$430,778.62
NMGRT	\$ 35,270.00
Add Alternate (disk golf recycled rubber tee pad)	\$ 1,081.88
Total Base Bid Including NMGRT	<u>\$467,130.50</u>

Page 2
Award of '11/44/B

The using department has reviewed the bids and recommends award of base bid and add alternate #1 to Mountain West GolfScapes, Inc., Peralta. The CIP Division and contractor negotiated an amount of \$317,155.47.

Budget will be available in account number 423004.572970.0108400 (CIP – Ashbaugh Park – WIP Construction) from the Parks Master Plan Bond approved in March 2008.

ACTION:

It is requested that this recommendation of award to Mountain West GolfScapes, Inc., Peralta in the total amount of \$317,155.47, be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

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

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, AUGUST 8, 2011**

ITEM 8

REQUEST FOR APPROVAL TO AWARD BID #11/44/B AND AGREEMENT BETWEEN OWNER AND CONTRACTOR (ABOC) TO MOUNTAIN WEST GOLFSAPES, INC., IN THE AMOUNT OF \$317,155.47 (NEGOTIATED) FOR THE ASHBAUGH PARK RENOVATIONS. **(BEN GURULE)**

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	X		
COUNCILOR TRUJILLO	Excused		

City of Santa Fe, New Mexico

memo

DATE: August 8, 2011

TO: Public Works, CIP & Land Use Committee

VIA:


Isaac J. Pino, P.E., Public Works Department Director
David Pfeifer, Facilities Division Director *DP*
Fabian Chavez, Parks Division Director *FC*

FROM: Ben Gurule, Project Administrator *BG*

ISSUE:

Ashbaugh Park Renovation

- Request approval to Award Bid #11/44/B and Agreement between Owner and Contractor (ABOC) to Mountain West Golfscapes, Inc., in the amount of \$317,155.47 (negotiated) for the Ashbaugh Park Renovations.

SUMMARY:

On July 13, 2011, the Purchasing Office received four (4) bids for the aforementioned project. The Bid Results are as follows:

Lee Landscapes		
Albuquerque	Base Bid Plus Tax	\$431,165.26
	Bid Alternate #1 Plus Tax	2,445.04
Accent Landscaping	Base Bid Plus Tax	\$447,931.18
Albuquerque	Bid Alternate #1 Plus Tax	3,675.13
Mountain West Golfscapes	Base Bid Plus Tax	\$348,351.34
Peralta	Bid Alternate #1 Plus Tax	973.69
*Lockwood Construction	Base Bid Plus Tax	\$466,048.62
Santa Fe	Bid Alternate #1 Plus Tax	1,081.88

*Lockwood Construction qualified for Local Preference, but did not affect the bid results.

Memo Page 2
PW, CIP & LU Committee
August 8, 2011
Re: Ashbaugh Park Renovations
Award of Bid #11/44/B

Staff and the project consultant reviewed the low bid submitted by Mountain West Golfscapes, Inc. and negotiated the bid amount to bring the project within a manageable budget including taxes and contingency. Bid items negotiated include:

- Removal and disposal turf grass, shrubs and chain link fencing.
- Landscape improvements including tree installation, clear, grub and soil preparation for new grassed areas.

The items omitted will be completed with city forces or reincorporated into the contract as contingency funding allows.

The Public Works Department is recommending approval to Award Bid #11/44/B and ABOC (Exhibit A) in the (negotiated) amount of \$317,155.47 (inclusive of applicable Gross Receipts Taxes) to Mountain West Golfscapes, Inc.

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) and is based on a public meeting held in the Fall of 2007. The Scope of Work includes the following:

The demolition, removal, disposal, recycling, salvaging and or relocation of turf grass, concrete, play ground sand, trees, picnic tables, signage, benches, irrigation components, bollards/cable, fencing, etc. Construction of asphalt trials, trash receptacles, picnic tables, benches, sidewalks, playground improvements, fencing, concrete work, irrigation upgrades and landscaping.

Schedule

Finance Committee	August 22, 2011
City Council	August 30, 2011
Notice-to-Proceed	September 12, 2011
Estimated Construction Timeline (60 days)	November 11, 2011

Memo Page 3
Finance Committee
August 8, 2011
Re: Ashbaugh Park Renovations
Award of Bid #11/44/B

Budget

Funds for the project were appropriated from the Parks (Master Plan) Bond Initiative approved in March 2008 - (Business Unit #423004.572970.0108400).

ACTION:

Please recommend to the Finance Committee approval to Award Bid #11/44/B and Contract in the amount of \$317,155.47 (negotiated) to Mountain West Golfscapes, Inc.

Attachments: Exhibit A – Agreement between Owner and Contractor
Exhibit B – Parks Master Plan Scope or Work
Summary of Contracts

xc/Shirley Rodriguez, Purchasing Office
Project File



CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # 494A –
ASHBAUGH PARK RENOVATION

This Agreement is entered into this _____ day of _____, 2011, by and between the CITY OF SANTA FE, herein known as the Owner, and Mountain West Golfscapes, herein known as the Contractor.

For the following:

PROJECT:	Ashbaugh Park Renovation
PROJECT NO.:	C.I.P. Project #494A
ARCHITECT OF RECORD:	Mark Licht, Landscape Architect Clemens and Associates 1012 Marquez Place, Suite 201 Santa Fe, New Mexico 87505

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ARCHITECT	_____
USER DIVISION	_____
OTHER	_____

~~Revised March 2011~~

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 _____, 2011.

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 #494A – Ashbaugh Park Renovation. (Bid Number ‘11/44/B).

The work designated as Ashbaugh Park Renovation, consists of, but is not limited to: concrete walks, asphalt paths, signage, play equipment, park furnishings, irrigation, fencing, landscaping and other work as described in the Contract Documents, and alternate as accepted by the Owner.

Contractor shall be responsible for verifications of all conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all soils testing and any other testing required for the project.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

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 sixty calendar (60) days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

ARTICLE 4
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 three hundred seventeen thousand one hundred fifty-five dollars and forty seven cents (\$317,155.47).

The Contract Sum is determined as follows:

Base Bid (negotiated)	\$292,253.53
Alternate No. One	\$ 900.00
Gross Receipts Tax (8.1875%)	\$ 24,001.92
 TOTAL CONTRACT AMOUNT	 \$317,155.47

ARTICLE 5
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, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) 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 one hundred percent (100%) 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 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial Completion by the contract date set forth in Article 3 herein 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 7
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 8
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 sixty (60) 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 9
GENERAL AND SPECIAL PROVISIONS

9.1 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.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 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.

9.4 An enumeration of the Contractor's General Comprehensive 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.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 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.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1 through 57-28-11 NMSA 1978.

9.8 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.

9.9 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.

9.10 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.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 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.

9.13 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.

9.14 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, Public Works Department
Facilities Division
P.O. Box 909
Santa Fe, New Mexico 87504-0909

CONTRACTOR Mountain West Golfscapes, Inc
P.O. Box 1630
Peralta, NM 870042

New Mexico License #85402

9.15 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.

9.16 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.

9.17 This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

9.18 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.

9.19 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.

9.20 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.

9.21 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.

9.22 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.

9.23 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.

9.24 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.

9.25 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.

9.26 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.

9.27 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 10
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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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:

Judith Arner for

GENO ZAMORA, CITY ATTORNEY
8/8/11

APPROVED:

KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item _____

CONTRACTOR:
MOUNTAIN WEST GOLFSAPES

By: _____
JOHN MONDRAGON, PRESIDENT

Date: _____

NM Taxation & Revenue CRS No. 02-470080-000
City of Santa Fe Business Reg. No. In Process

Ashbaugh Park		Project Completed Y/N	Capital Improvement Costs
Council District 3 Acreage 16.12			
2001 Master Plan - Westside - Page 8 & 9			
Soccer Park needs better parking & access from Cerrillos Road - address parking issues to meet current demands.	N	34,400.00	
Connect Park trail system along Old Acequia Madre. Connect Ottowi St. & Ashabugh Park east to St. Francis - BTAC Trails 3, 4, 5 & 10 - currently in design. See BTRAC Spreadsheet. Cost is \$2,577,112.00	N	0.00	
Construct the path and trail within the three drainages that connect Agua Fria St. with Cerrillos Rd. Estimated cost of up to 3 linkages assuming 8'-wide, asphalt trail within 20'-wide easement. Not in BTAC Plan.	N	1,140,000.00	
Move excess prairie dogs to designed areas to avoid encroaching on inappropriate areas. \$70.00 per dog X 100	N	7,000.00	
Design habitat corridors and habitat "patches" where appropriate along the trail and in the park. Will incorporat into design & costs of trail corridors.	N	0.00	
Assure appropriate Lighting for all the ball fields & for user safety - Parks	N	250,000.00	
Assure adequate pedestraïn access and amenities from both sides of Cerrillos Rd. Place an "on-demand" light in front of the fire station. Install sidewalks on Third and Foruth Streets to provide safe access to this community park & to allow for safe pedestrain access to Young Park & local businesses from the adjacent neighborhoods - Streets			
Sub-total		1,431,400.00	
Design & Inflation Contingencies @ 25%		1,789,250.00	
Total:		3,220,650.00	
2007 Park Assessment Needs			
Parks Advisory Committee - Adequate			
Soccer Park needs better parking & access from Cerrillos Road - address parking issues to meet current demands - Parks	N	40,000.00	
Move excess prairie dogs to designed areas to avoid encroaching on inappropriate areas. \$70.00 per dog X 100	N	7,000.00	
North End Park Landscpae renovation (turf, oramental plants, park furniture/features, prairie dog relation.	N	250,000.00	
Sub-total		297,000.00	
Sub Total:		297,000.00	
Demolition		75,000.00	
Playground Structure		80,000.00	
Total:		452,000.00	
Minimum			
Soccer Park needs better parking & access from Cerrillos Road - address parking issues to meet current demands - Parks	N	40,000.00	
North End Park Landscpae renovation (turf, oramental plants, park furniture/features, prairie dog relocation.)	N	250,000.00	
Sub-tota		290,000.00	
Design & Inflation Contingencies @ 25%		72,500.00	
Total:		362,500.00	



**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 Mountain West Golfscapes

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$315,155.47

Termination Date: 11/11/2011

Approved by Council Date: In Process
 or by City Manager Date: _____

Contract is for: Ashbaugh Park Renovation

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 \$ 317,155.47 of original Contract# _____ Termination Date: 11/11/2011

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # 4 Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$317,155.47



**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 RFB

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

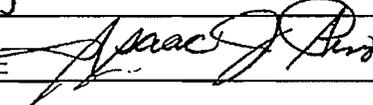
7 Funding Source: Parks Bond BU/Line Item: 423004.572970.0108400

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

9 Staff Contact who completed this form: Frank Archuleta  Phone # 5931

Division Contract Administrator: David Pfeifer 

Division Director: David Pfeifer 

Department Director: Isacc J. Pino, PE 

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: Project received sealed bid - Bid '11-44B

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?: Local Preference did not change bid results

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.