

**ACTION SHEET
CITY COUNCIL MEETING OF 09/14/11
ITEM FROM FINANCE COMMITTEE MEETING OF 09/06/11**

ISSUE:

6. **BID OPENINGS:**

- A. **BID NO. 11/38/B – SANTA FE RIVER – EL PARQUE DEL RIO RENOVATIONS AND IMPROVEMENTS AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; NAMBE PUEBLO HEALTHCARE SERVICES D/B/A NAMBE CONSTRUCTION (BRIAN DRYPOLCHER)**

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of Bid No. 11/38/B for Santa Fe River – El Parque Del Rio Renovations and Improvements and agreement between owner and contractor with Nambe Pueblo Healthcare Services d/b/a Nambe Construction in the amount of \$1,093,782 plus gross receipts tax for a total amount of \$1,183,335.40. Budget is available in project fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: August 30, 2011
TO: Finance Committee
FROM: Robert Rodarte, Purchasing Officer *RR*
Purchasing Office
VIA: Kathryn Raveling, Director *KRR*
Finance Department
ISSUE: Award of Bid # '11/38/B
Santa Fe River Park – El Parque Del Rio – Renovations and Improvements

SUMMARY:

On May 24, 2011, five bids were received for the procurement of the above referenced project as follows:

	Bid Amount	Local Preference
DBA Nambe Construction, Santa Fe		
Base Bid	\$1,172,149.00	\$1,078,377.08
Deductive Alternate No. 3 Including Tax	-\$ 78,367.00	
Subtotal	\$1,093,782.00	
GRT	\$ 89,553.40	
Total Base Bid Plus Tax	<u>\$1,183,335.40</u>	
Deductive Alternate No. 1 Including Tax	\$ 27,290.00	
Deductive Alternate No. 2 Including Tax	\$ 48,015.00	
Deductive Alternate No. 3 Including Tax	\$ 417,836.75	
Advantage Asphalt & Seal Coating, Santa Fe		
Base Bid	\$1,356,596.90	\$1,248,069.15
Deductive Alternate No. 3 Including Tax	-\$ 108,527.75	
Subtotal	\$1,248,069.15	
GRT	\$ 102,185.67	
Total Base Bid Plus Tax	<u>\$1,350,254.82</u>	
Deductive Alternate No. 1 Including Tax	\$ 67,829.85	
Deductive Alternate No. 2 Including Tax	\$ 135,659.69	
Deductive Alternate No. 3 Including Tax	\$ 108,527.75	
Star Paving Co., Albuquerque		
Base Bid	\$1,477,547.68	
Deductive Alternate No. 3 Including Tax	-\$ 61,689.05	

Page 2
Award of '11/38/B

Subtotal	\$1,415,858.63	
GRT	\$ 115,923.43	
Total Base Bid Plus Tax	<u>\$1,531,782.06</u>	

Deductive Alternate No. 1 Including Tax	\$ 24,542.16	
Deductive Alternate No. 2 Including Tax	\$ 54,969.49	
Deductive Alternate No. 3 Including Tax	\$ 61,689.05	

Lockwood Construction Co., Santa Fe

Base Bid	\$1,498,000.00	\$1,378,160.00
Deductive Alternate No. 3 Including Tax	-\$ 90,877.00	
Subtotal	\$1,407,123.00	
GRT	\$ 115,208.20	
Total Base Bid Plus Tax	<u>\$1,522,331.20</u>	

Deductive Alternate No. 1 Including Tax	\$ 21,638.00	
Deductive Alternate No. 2 Including Tax	\$ 31,374.00	
Deductive Alternate No. 3 Including Tax	\$ 90,877.00	

Meridian Contracting, Inc., Albuquerque

Base Bid	\$1,607,144.00	
Deductive Alternate No. 3 Including Tax	-\$ 97,189.16	
Subtotal	\$1,509,954.84	
GRT	\$ 123,627.56	
Total Base Bid Plus Tax	<u>\$1,633,582.40</u>	

Deductive Alternate No. 1 Including Tax	\$ 24,609.41	
Deductive Alternate No. 2 Including Tax	\$ 52,672.17	
Deductive Alternate No. 3 Including Tax	\$ 97,189.16	

The using department has reviewed the bid and recommends award of base bid and deductive alternate No. 3 to Nambe Construction, Santa Fe in the amount of \$1,183,335.40 inclusive of GRT. Nambe Construction made an error in their bid submittal for deductive alternate No.3 the error did not alter their position as the low bidder. The City's purchasing officer made a determination that it is in the best interest of the city to accept the corrected bid amount.

Budget is available in account number 423047.572970 (Parks – SF River Parkway – WIP Construction) in the amount of \$1,636,429.30.

ACTION:

It is requested that this recommendation of award to Nambe Construction, Santa Fe in the total amount of \$1,183,335.40, 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 29, 2011**

ITEM 9

CIP PROJECT #413B – SANTA FE RIVER PARK, EL PARQUE DEL RIO, RENOVATIONS AND IMPROVEMENTS
 ▪ REQUEST FOR APPROVAL OF BID NO. 11/38/B AND CONSTRUCTION AGREEMENT WITH NAMBE PUEBLO HEALTHCARE SERVICES, DBA NAMBE CONSTRUCTION IN THE AMOUNT OF \$1,093,782 PLUS \$89,553.40 (NMGRT) FOR A TOTAL AMOUNT OF \$1.183.335.40 **(BRIAN DRYPOLCHER)**

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

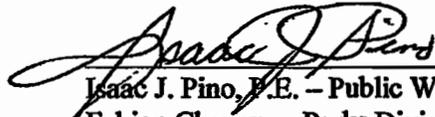
City of Santa Fe, New Mexico

memo

DATE: August 12, 2011

TO: Public Works Committee

VIA:



Isaac J. Pino, P.E. -- Public Works Department Director

Fabian Chavez, -- Parks Division Director 

Eric Martinez, P.E. -- Roadway & Trails Engineering Division Director 

Leroy N. Pacheco, P.E. -- River, Watershed & Trails Section Supervisor 

FROM: Brian Drypolcher, River and Watershed Coordinator 

ITEM & ISSUE:

CIP #413B, Santa Fe River Park, El Parque Del Rio, Renovations and Improvements.

Bid Number 11/38/B, recommendation of award and approval of the Construction Agreement with Nambe Pueblo Healthcare Services, DBA Nambe Construction, in the amount of \$1,093,782.00, plus \$89,553.40 (NMGRT) for a Total Amount of \$1,183,335.40.

BACKGROUND & SUMMARY:

The Parks Division of the City's Public Works Department has developed a scope of work for renovations and improvements along the Santa Fe River Park between East Palace Avenue and St. Francis Drive. The scope of work involves improvements identified via the Parks Master Plan and the Parks Bond funding program. The project includes irrigation system repairs and upgrades; improvements for compliance with the Americans with Disabilities Act; as well as new walkways, new plantings and new site furnishings. The project will also include a number of constructed storm water management interventions to reduce erosion, improve water quality and provide other benefits to the City.

A request for bids containing instructions for local preference was issued on April 26, 2011. Six bids were received on May 24, 2011. Of the five firms that submitted reasonable and qualified bids (one bidder was disqualified due to inadequate documentation), three met the criteria for local preference. Based upon evaluation of the submitted bids, Nambe Construction has been identified as the low bidder.

Additional review of the bids revealed that Nambe Construction made a substantial error in the calculation of the value of one of the City's identified deductive alternates (Deductive Alternate No. 3). The error did not alter Nambe Construction's position as the low bidder. Subsequently, in consultation with the City's purchasing director, the City has determined that it is in the best interest of the City to accept the corrected bid and to exercise the deduction (deletion) of Deductive Alternate No. 3. A copy of the initial bid tabulations is attached. Nambe Construction's base bid and the calculation of final contract amount is outlined below:

ITEM	AMOUNT
Nambe Construction Base Bid	\$1,172,149.00
Less Deductive Bid Alternate No. 3	(78,367.00)
Subtotal	\$1,093,782.00
NMGRT 8.1875%	89,553.40
SUBTOTAL (Total for Construction Agreement)	\$ 1,183,335.40
Contingency	\$ 216,664.00
PROJECT TOTAL BUDGET	\$1,399,999.40

Funds are budgeted and available in Business Unit / Line Item: 423047 / 572970

RECOMMENDED ACTION:

The Public Works Department recommends the following:

Award of contract for Bid No. 11/38/B and approval of the Construction Agreement with Nambe Construction in the amount of **\$1,183,335.40**, including NMGRT, for the referenced project, and expenditure of funds from Business Unit 423047, Line Item 572970.

Attachments: Construction Agreement
Copies of Bonds and Insurance Certificate
Summary of Contracts Form
Tabulation of Bids

cc: File

**CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM**

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

CIP PROJECT # 413B

SANTA FE RIVER PARK – EL PARQUE DEL RIO – RENOVATIONS AND IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 2011, by and between the CITY OF SANTA FE, herein known as the Owner, and Nambe Pueblo Healthcare Services, DBA: Nambe Construction, herein known as the Contractor.

For the following:

PROJECT: Santa Fe River Park – El Parque del Rio – Renovations and Improvements

PROJECT NO.: CIP # 413B

**LANDSCAPE ARCHITECT OF RECORD: Surroundings Studio, LLC -
(or Architect/Engineer) 1600 Lena Street, #E3
Santa Fe, NM 87505
(505) 982-3454**

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
LANDSCAPE ARCHITECT	_____
PARKS DIVISION	_____
OTHER	_____

Revised July 2009

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 #413B, Santa Fe River Park – *El Parque del Rio* – Renovations and Improvements (Bid Number '11/38/B).

The work designated as Santa Fe River Park – *El Parque del Rio* – Renovations and Improvements, consists of, but is not limited to: grading and drainage, base preparation, walkway construction, concrete and asphalt paving, installation of site furnishings and irrigation, landscaping, and other work as described in the project construction documents and specifications.

The work shall not include Deductive Alternate No. 3 described in the Bidding Documents for Bid Number '11/38/B as:

Deductive Alternate No. 3: Delete all proposed work and improvements along East Alameda Street starting west of the El Alamo Street area and moving eastward, including all clearing, demolition, protective fencing, grading, asphalt paving, concrete paving, curb and gutters, drainage improvements, railings, site furnishings, sign removal and adjustments, street striping and any other related work. Delete all striping required for East Alameda Street from Delgado Road east. Finish condition for deductive alternate is to protect and maintain existing conditions in the affected area.

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

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

ARTICLE 3 TIME OF COMMENCEMENT AND CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved in the contract time which is no later than one hundred and fifty (150) calendar 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 Owner 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 one million, one hundred and eighty-three thousand, three hundred and thirty-five dollars and forty cents (\$1,183,335.40).

The Contract Sum is determined as follows:

Base Bid	\$1,172,149.00
Less Deductive Bid Alternate No. 3	\$ (78,367.50)
Subtotal	\$1,093,782.00
Gross Receipts Tax (8.1875%)	\$ <u>89,553.40</u>
Contract Sum including NMGR	\$1,183,335.40

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 complete the work within the Contract Time of substantial completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount of five hundred dollars and no cents (\$500.00) per consecutive calendar day that passes until substantial completion and acceptance 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 one hundred and fifty (150) 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. This Agreement may be terminated for any reason by the Owner by providing thirty (30) days advance written notice to the Contractor.

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.

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
Roadway and Trails Engineering Division
P.O. Box 909
Santa Fe, NM 87504-0909

CONTRACTOR

Nambe Pueblo Healthcare Services
DBA: Nambe Construction
33-B Arroyo Cuyamungue
Santa Fe, NM 87506

New Mexico License # 364661

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 one original, which shall be deemed the original agreement, and shall be maintained on file by the City Clerk of the City of Santa Fe.

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, incorporated by 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, incorporated by 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.

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 Amador for

GENO ZAMORA, CITY ATTORNEY
8/4/11

APPROVED:

KATHRYN L. RAVELING, DIRECTOR
FINANCE DEPARTMENT

423047.572970
Business Unit/Line Item

CONTRACTOR:
Nambe Pueblo Healthcare

Name of Contractor (print)

By: _____

Name of Signer, Title (print)

Signature and Date

NM Taxation & Revenue CRS No. 03-179558-00-7

City of Santa Fe Business Reg. No. 11-00105881



**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 checked="" 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 Norte Pueblo Healthcare Services, DBA Norte Construction

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$1,183,335.40

Termination Date: Substantially Complete @ 150 calendar days

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

Contract is for: Construction, Santa Fe River Park Restoration + Improvements

Amendment # NA 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 \$ 1,187,335.40 of original Contract# NA Termination Date: - -
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ 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: Initial Contract, RFB '11/3B/3
example: (First year of 4 year contract)

7 Funding Source: Parks Bond BU/Line Item: 423047/572970

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

9 Staff Contact who completed this form: Brian Drypolcher Phone # 955 6840

Division Contract Administrator: Sarah Yuma *SJH*

Division Director: Eric Martinez *EM*

Department Director: Isaac J. Pino, PE *Isaac J. Pino*

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: Bidding for procurement

12 Prior year's contract amount?: NA

13 Describe service impact from an ongoing commitment to the contractor: Good

14 Why staff cannot perform the work?: Licenses required, procurement code

15 If extending contract, why?: NA

16 Was a Santa Fe company awarded contract? If not, why?: Yes

17 Has the contract has been approved as to form by City Attorney's Office?: _____

18 Is this for City Manager or Council approval?: Cancel

To be recorded by City Clerk:

Contract # _____

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



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

David Coss, Mayor

Councillors:

- Rebecca Witzburger, Mayor Pro Tem, Dist. 2
- Patti J. Bushée, Dist. 1
- Chris Calvert, Dist. 1
- Rosentary Romero, Dist. 2
- Miguel M. Chavez, Dist. 3
- Carmichael A. Dominguez, Dist. 3
- Matthew E. Ortiz, Dist. 4
- Ronald S. Trujillo, Dist. 4

July 11, 2011

Nambe Pueblo Healthcare Services
 DBA: Nambe Construction
 33-B Arroyo Cuyamungue
 Santa Fe, New Mexico 87506
 Attention: Steven Tenorio

SENT VIA EMAIL

NOTICE OF BID ACCEPTANCE

BID NO. '11/38/B

Santa Fe River Park -- El Parque del Rio -- Renovations and Improvements
CIP # 413B

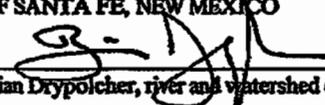
The City of Santa Fe (Owner) has considered the Bids submitted for the above referenced project in response to the Advertisement for Bids and Instructions to Bidders.

Based upon the Owner's review of the Bids, a subsequent meeting and discussions with Nambe Construction conducted in order to clarify questions regarding specific bid items, and Nambe Construction's request to correct an error regarding the quote for Deductive Alternate No. 3, you are hereby notified that your base bid has been accepted for a total amount of \$1,172,149.00, exclusive of New Mexico Gross Receipts Tax.

Subsequently, the City has exercised its option to deduct Deductive Alternate No. 3 in the amount of \$78,367.00. Therefore, your adjusted bid for the amount \$1,093,782.00, exclusive of New Mexico Gross Receipts Tax, will be submitted to the City Council for recommendation of the award of an agreement. The award of this agreement is contingent upon appropriations being made for this work by the governing body of the City of Santa Fe.

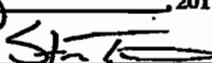
You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Labor and Material Payment Bonds. You are required to provide the required bonds, and provide a Certificate of Insurance within ten (10) calendar days of this NOTICE OF BID ACCEPTANCE. Please return an acknowledged copy of the NOTICE OF BID ACCEPTANCE to the Owner.

Dated this 11th day of July 2011
 CITY OF SANTA FE, NEW MEXICO

By: 
 Brian Drypolcher, river and watershed coordinator

Receipt of the above NOTICE OF BID ACCEPTANCE is hereby acknowledged

THIS 19 DAY OF July, 2011.

BY:  TITLE: Construction Super.
 print name and sign



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond 1000826066

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that
NAMBE PUEBLO HEALTH CARE SERVICES LLC
(Here insert full name and address or legal title of Contractor)
33-B Arroyo Cuyamungue
Santa Fe, NM 87506

as Principal, hereinafter called Contractor, and,
U.S. Specialty Insurance Company
(Here insert full name and address or legal title of Surety)
13403 Northwest Freeway
Houston, TX 77040

as Surety, hereinafter called Surety, are held and firmly bound unto
CITY OF SANTA FE
(Here insert full name and address or legal title of Owner)
2651 STRINGO ROAD BUILDING 'H'
Santa Fe, MO 65282

as Obligee, hereinafter called Owner, in the amount of ONE MILLION NINETY THREE THOUSAND SEVEN HUNDRED EIGHTY TWO AND 00/100 Dollars \$1,093,782.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 2011 , entered into a contract with Owner for
(Here insert full name address and description of project)
' BID NO. 11/38/B, SANTA FE RIVER PARK, EL PURQUE DEL RIO, RENOVATIONS AND IMPROVEMENTS, CIP #413B,
SANTA FE, NEW MEXICO

In accordance with Drawings and Specifications prepared by
SURROUNDING STUDIO, 1600 LENA STREET #E3, Santa Fe, NM 87500
(Here Insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, If Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or defaults or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract the Owner having performed Owner's obligations thereunder, the Surety may promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient

to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs executors, administrators or successors of the Owner.

Signed and sealed this _____ of _____, 2011.

(Witness)

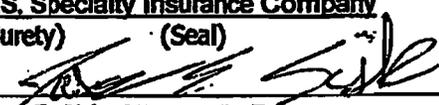
(Witness)

NAMBE PUEBLO HEALTH CARE SERVICES LLC

(Title) President

U.S. Specialty Insurance Company

(Surety) (Seal)



Jason E. Sisk, Attorney-in-Fact

AIA DOCUMENT A311 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND AIAO
FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N. Y. AVE., N.W., WASHINGTON, D.C. 20006

2

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond 1000826066

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that NAMBE PUEBLO HEALTH CARE SERVICES LLC (Here insert full name and address or legal title of Contractor) 33-B Arroyo Cuyamungue Santa Fe, NM 87506

as Principal, hereinafter called Contractor, and, U.S. Specialty Insurance Company (Here insert full name and address or legal title of Surety) 13403 Northwest Freeway Houston, TX 77040

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SANTA FE (Here insert full name and address or legal title of Owner) 2651 SIRINGO ROAD BUILDING 'H' Santa Fe, MO 65282

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE MILLION NINETY THREE THOUSAND SEVEN HUNDRED EIGHTY TWO AND 00/100 Dollars \$1,093,782.00), (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 2011, entered into a contract with Owner for (Here insert full name address and description of project) BID NO. 11/38/B, SANTA FE RIVER PARK, EL PURQUE DEL RIO, RENOVATIONS AND IMPROVEMENTS, CIP #413B, SANTA FE, NEW MEXICO

In accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect) SURROUNDING STUDIO, 1600 LENA STREET #E3, Santa Fe, NM 87500

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies") by these presents make, constitute and appoint:

Larline D. McCorry, Jason E. Sisk, Deborah R. McCorry-Nunez, or Tracy L. Duran of Albuquerque, New Mexico

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts... This Power of Attorney shall expire without further action on September 27, 2013.

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact shall be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all recognizances, bonds, agreements or indemnities... and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if executed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 4th day of January, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals State of California



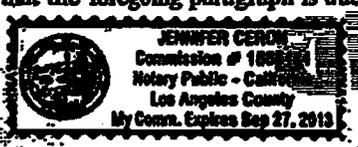
By: Daniel P. Aguilar, Vice President

County of Los Angeles SS:

On this 4th day of January, 2011, before me, Daniel P. Aguilar, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company, and U.S. Specialty Insurance Company...

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Jennifer Ceron (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney...

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of January, 2011.

Bond No. 1000826066 Agency No. 9796



Jeannie J. Kim, Assistant Secretary

**Santa Fe River Park, El Parque del Rio , Renovations and Improvements
 Bid Tabulations, '11/38/B**

	Meridian Contracting, Inc.	Nambe Construction	Star Paving Co.	Advantage Asphalt and Seal Coating, Inc.	Lockwood Construction Co.	Allied 360 Construction LLC
Base bid	\$ 1,607,144.00	\$ 1,172,149.00	\$ 1,477,547.68	\$ 1,356,596.90	\$ 1,498,000.00	<i>Disqualified</i>
GRT	\$ 131,584.92	\$ 95,969.69	\$ 120,974.22	\$ 103,440.51	\$ 122,648.75	
Base bid plus tax	\$ 1,738,728.92	\$ 1,268,118.69	\$ 1,598,521.90	\$ 1,406,037.41	\$ 1,620,648.75	
Local preference		\$ 1,054,493.41		\$ 1,220,936.40	\$ 1,348,200.00	
Ded. Alt. #1	\$ 24,609.41	\$ 27,290.00	\$ 24,542.00	\$ 67,829.00	\$ 21,638.00	
Ded. Alt. #2	\$ 52,672.17	\$ 48,015.00	\$ 54,969.00	\$ 135,659.69	\$ 31,374.00	
Ded. Alt. #3	\$ 97,189.16	\$ 417,836.75	\$ 61,689.05	\$ 108,527.75	\$ 90,877.00	