

**ACTION SHEET
CITY COUNCIL MEETING OF 09/24/08
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/08**

ISSUE:

13. BID OPENINGS:

- A. BID NO. 09/04/B – PLAZA CONSTRUCTION – PHASE II AND AGREEMENT; AIC GENERAL CONTRACTOR, INC. (CHIP LILIENTHAL)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 09/04/B for Plaza Construction Phase II and agreement with AIC General Contractor, Inc. in the amount of \$397,238.06 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	excused		
CHAIRPERSON ORTIZ	X		

City of Santa Fe, New Mexico

memo

DATE: September 3, 2008

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office

VIA: David Millican, Director
Finance Department

ISSUE: Award of Bid # '09/04/B
Plaza Construction – Phase II

SUMMARY:

On August 28, 2008, three bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>
AIC General Contractor, Inc., Albuquerque	
Base Bid Amount	\$368,026.00
GRT	<u>\$ 29,212.06</u>
Total Bid Amount	<u>\$397,238.06</u>
RCC, LLCC Rivercrest Construction, Albuquerque	
Base Bid Amount	\$455,400.00
GRT	<u>\$ 36,147.38</u>
Total Bid Amount	<u>\$491,547.38</u>
Sequoia Landscaping, Inc., Albuquerque	
Base Bid Amount	\$493,991.60
GRT	<u>\$ 39,210.58</u>
Total Base Bid Plus Tax	<u>\$533,202.18</u>

The using department has reviewed the bid and recommends award of base bid only to AIC General Contractor, Inc., Albuquerque in the amount of \$397,238.06 inclusive of GRT.

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

ACTION:

It is requested that this recommendation of award to AIC General Contractor, Inc., Albuquerque in the total amount of \$397,238.06, be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

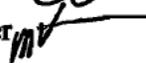
1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

City of Santa Fe, New Mexico

memo

DATE: September 15, 2008

TO: Finance Committee

VIA: David N. McMillican, Finance Director 
Robert Romero, Public Works Department Director 
Chris A. Ortega, Engineering Division Director 
Martin A. Valdez, Community Facilities Manager 

FROM: Chip Lilienthal, CFS Project Manager 

ISSUE:

CIP #430-A – Plaza Construction – Phase II

1. Request approval of the award of Bid #'09/04/B, Agreement between the City of Santa Fe and AIC General Contractor Inc, in the amount of \$397,238.06, inclusive of gross receipts tax.

SUMMARY:

On August 28, 2008, the Purchasing Office received 3 bids for the above noted project.

The results are:

AIC General Contractor Inc.	\$397,238.06
Rivercrest Construction	\$491,547.38
Sequoia Landscaping, Inc.	\$533,202.18

The Engineering Division is requesting award of Bid No. '09/04/B and approval of the Agreement Between AIC General Contractor Inc. and the City of Santa Fe, in the amount of \$397,238.06.

SCOPE OF WORK:

Phase II, consists of: Flagstone removal and reinstallation; installation of new irrigation system; sod patching and soil preparation; concrete pads for installation of new benches, tree removal; tree and shrub installation; electrical upgrades and installation of light poles.

Finance Committee
Request for approval of ABOC
Bid #'09/04/B
9/15/08
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BUDGET:

Funding is available from 2008 GO Bond, in the amount of \$500,000 and is available in Plaza Construction – Business Unit #423040.572970.0108400.

SCHEDULE:

Upon approval by the City Council, a Notice to Proceed will be issued with construction to begin on October 1, 2008 with a 60 calendar day construction period.

ACTION:

Please recommend to the City Council award of Bid #'09/04/B, Agreement between the City of Santa Fe and AIC General Contractor Inc, in the amount of \$397,238.06, inclusive of gross receipts tax.

Attachments:

- Agreement Between City of Santa Fe and AIC General Contractor Inc.

xc: Robert Rodarte, Purchasing Director
Fabian Chavez, Parks Director
Morrow Reardon Wilkinson Miller Landscape Architects LLC.
Project/Book File

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 8, 2008**

ITEM 17

SANTA FE PLAZA – RENOVATIONS

- **REQUEST FOR APPROVAL OF BID NO. 09/04/B AND CONTRACT WITH AIC GENERAL CONTRACTOR INC., IN THE AMOUNT OF \$397,238.0 (CHIP LILIENTHAL)**

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	X		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: September 8, 2008

TO: Public Works, CIP and Land Use Committee

VIA: Robert Romero, Public Works Department Director
Chris A. Ortega, Engineering Division Director
Martin A. Valdez, Community Facilities Manager

FROM: Chip Lilienthal, CFS Project Manager

ISSUE:

CIP #430-A – Plaza Construction – Phase II

1. Request approval of the award of Bid #'09/04/B, Agreement between the City of Santa Fe and AIC General Contractor Inc, in the amount of \$397,238.06, inclusive of gross receipts tax.

SUMMARY:

On August 28, 2008, the Purchasing Office received 3 bids for the above noted project.

The results are:

AIC General Contractor Inc.	\$397,238.06
Rivercrest Construction	\$491,547.38
Sequoia Landscaping, Inc.	\$533,202.18

The Engineering Division is requesting award of Bid No. '09/04/B and approval of the Agreement Between AIC General Contractor Inc. and the City of Santa Fe, in the amount of \$397,238.06.

SCOPE OF WORK:

Phase II, consists of: Flagstone removal and reinstallation; installation of new irrigation system; sod patching and soil preparation; concrete pads for installation of new benches, tree removal; tree and shrub installation; electrical upgrades and installation of light poles.

Public Works, CIP and Land Use Committee
Request for approval of ABOC
Bid #'09/04/B
9/8/08
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BUDGET:

Funding is available in Plaza Construction – Business Unit #32806.572970.

SCHEDULE:

Upon approval by the City Council, a Notice to Proceed will be issued with construction to begin on October 1, 2008 with a 60 calendar day construction period.

ACTION:

Please recommend to the Finance Committee award of Bid #'09/04/B, Agreement between the City of Santa Fe and AIC General Contractor Inc, in the amount of \$397,238.06, inclusive of gross receipts tax.

Attachments:

- Agreement Between City of Santa Fe and AIC General Contractor Inc.

xc: David N. Millican, Finance Director
Robert Rodarte, Purchasing Director
Fabian Chavez, Parks Director
Morrow Reardon Wilkinson Miller Landscape Architects LLC.
Project/Book File

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

PLAZA CONSTRUCTION – PHASE II

This Agreement is entered into this _____ day of _____, 2008, by and between the CITY OF SANTA FE, herein known as the Owner, and AIC General Contractor Inc., herein known as the Contractor.

For the following:

PROJECT: PLAZA CONSTRUCTION – PHASE II

PROJECT NO.: 430A

ARCHITECT OF RECORD:
MORROW REARDON WILKINSON MILLER
LANDSCAPE ARCHITECTS LLC.
210 LA VETA NE
ALBUQUERQUE, NEW MEXICO 87108

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
ARCHITECT _____
USER AGENCY _____
OTHER _____

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____.

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 #430A – PLAZA CONSTRUCTION – PHASE II, Bid Number '09/04/B.

The work designated as PLAZA CONSTRUCTION – PHASE II consists of, but is not limited to: Flagstone demolition and resetting of flagstone; installation of new irrigation system; sod patching and soil preparation; concrete pads for installation of new benches, tree removal; tree and shrub installation; electrical upgrades and installation of light poles.

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

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

Contractor is responsible for all soils testing and any additional testing required by the project.

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 (60) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

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 ninety seven thousand two hundred thirty eight dollars and six cents (\$397,238.06).

The Contract Sum is determined as follows:

Base Bid - Negotiated	\$368,026.00
Gross Receipts Tax	<u>\$ 29,212.06</u>
TOTAL	\$397,238.06
TOTAL CONTRACT AMOUNT	\$397,238.06

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.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of Two Hundred Fifty Dollars (\$250) 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 ten (10) 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) calendar 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 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 aggregate 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.
- 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) five (5) days after the same are deposited in the United States mail, postage prepaid,

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.

This Agreement is entered into as of the day and year first written above.

OWNER:

DAVID COSS, MAYOR

DATE : _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


FRANK KATZ, CITY ATTORNEY

APPROVED:

DAVID N. MILLICAN,
FINANCE DIRECTOR

CONTRACTOR:

AIC General Contractor Inc.

BY: _____

TITLE: _____

DATE: _____

NM TAXATION AND REVENUE CRS
NO. 02 430065009

CITY OF SANTA FE BUSINESS REG
NO. 08-33361