ACTION SHEET
CITY COUNCIL MEETING OF 12/10/08
ITEM FROM FINANCE COMMITTEE MEETING OF 12/01/08

ISSUE:

6. BID OPENINGS:

   A. BID NO. 09/06/B – GENOVEVA CHAVEZ COMMUNITY CENTER ENTRY IMPROVEMENTS AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; WEIL CONSTRUCTION, INC. (MARTIN VALDEZ)

      1. REQUEST FOR APPROVAL OF BUDGET INCREASE – PROJECT FUND

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of Bid No. 09/06/B for Genoveva Chavez Community Center entry improvements and agreement between owner and contractor with Weil Constructions, Inc. in the amount of $656,795.37. 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	not present		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: November 12, 2008

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office

VIA: David Millican, Director
Finance Department

ISSUE: Award of Bid # '09/06/B
GCCC Entry and Site Improvements

SUMMARY:
On October 9, 2008, two bids were received for the procurement of the above referenced project as follows:

	Bid Amount
Weil Construction, Albuquerque	
Bid Amount	**$694,500.00**
GRT	**$ 55,125.94**
Total Bid Amount Plus Tax	**$749,625.94**
Add Alternate #1(Entry Lobby Improvements)	**$ 40,584.50**
RCC, LLCC Rivercrest Construction, Albuquerque	
Base Bid Amount	$697,000.00
GRT	$ 55,624.38
Total Bid Amount	$752,324.38
Add Alternate #1 (Entry Lobby Improvements)	$ 38,857.50

The using department has reviewed the bid and recommends award of base bid only to Weil Construction, Albuquerque in the amount of $656,795.37 inclusive of GRT. The CIP Division and contractor negotiated to reduce the base bid amount by $92,830.57.

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

ACTION:
It is requested that this recommendation of award to Weil Construction, Albuquerque in the total amount of $656,795.37, 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

PURCHASING OFFICE

BID TABULATION SHEET

GCCC Entry and Site Improvements

DATE: 10/09/08 BID: '09/06/B PREPARED BY: SHIRLEY R.	Well Construction, Albuquerque	Rivercrest Construction, Albuquerque		
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Bid Amount	$694,500.00	$697,000.00		
GRT	$55,125.94	$55,324.38		
Total Bid Amount Plus Tax	$749,625.94	$752,324.38		
Add Alt. #1 Entry Lobby Improvements	$40,584.50	$38,857.50		
SUBMITTAL REQUIREMENTS				
BID BOND	x	x		
EQUAL EMPLOYMENT	x	x		
NON-SEGREGATED FACILITIES	x	x		
NON-COLLUSION AFFIDAVIT	x	x		
SUBCONTRACTORS LISTING	x	x		
LOCAL PREFERENCE	N/A	N/A		
NM RESIDENT PREFERENCE NUMBER	x	x		
RECEIPT ADDENDUM #1	x	x		
RECEIPT ADDENDUM #2				
RECEIPT ADDENDUM #3				

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, NOVEMBER 10, 2008

ITEM 11

CIP PROJECT #507B – GENOVEVA CHAVEZ COMMUNITY CENTER ENTRY IMPROVEMENTS

- REQUEST FOR APPROVAL OF AWARD OF BID NO. 09/02B AND AGREEMENT BETWEEN OWNER AND WEIL CONSTRUCTION, INC. IN THE AMOUNT OF $656,795.37
- REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT REQUEST **(MARTIN VALDEZ)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

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: November 10, 2008

TO: Public Works, CIP, Land Use Committee

VIA: Robert Romero, Public Works Department Director
Chris Ortega, Engineering Division Director

FROM: Martin A. Valdez, Community Facilities Manager

ISSUE:
CIP Project No. 507B Genoveva Chavez Community Center Entry Improvements

- Award of Bid No. '09/06/B Weil Construction, Inc. $656,795.37
- Approval of Agreement Between Owner and Contractor (Exhibit "B")
- Approval of Budget Adjustment Request (BAR) (Exhibit "C")

SUMMARY:

Project Scope:
The Project Scope includes Front Entry modifications to address glare and wind infiltration, construction of a Therapy Pool Entry, therapy pool restroom, ADA accessible parking lot and access road, and improvements to address drainage problems at the buildings east side.

Bid Results:
The bid opening for the above referenced project occurred on October 9, 2008.
Two bids were received, from Weil Construction, Inc., and Rivercrest Construction, both of Albuquerque, (see Exhibit "A" Bid Tabulation Form).

Weil Construction, Inc. submitted the lowest base bid as follows.

Base Bid:	$694,500.00
NM GRT. @7.9375%	$ 55,125.94
Base Bid + Tax	$749,625.94

Budget:
The Award of Bid is recommended as follows:

Base Bid:	$694,500.00
NM GRT. @7.9375%	$ 55,125.94
Base Bid + Tax	$749,625.94
Less Value Engineering negotiation	$ (92,830.57)
Total Contract Amount	$656,795.37

A Construction Contingency in the amount of $42,798.36 is also recommended.

Funding for the Bid Award and Contingency is proposed as follows: (see Exhibit "C" Budget Adjustment Request, BAR).

From Business Unit 52721 Legislative Grants	$249,593.73
From Business Unit 52722 Parks Bond	$450,000.00
Total	$699,593.73

Schedule:

Public Works, CIP, LU Committee Award of Bid	11/10/08
Finance Committee Award of Bid	12/1/08
City Council Award of Bid	12/10/08
Notice to Proceed	12/29/08
Construction Completion	04/29/2009 (120 days)

ACTION:
Recommend to the Finance Committee and City Council Award of Bid No. '09/06/B, Agreement Between Owner and Contractor, the Budget Adjustment Request and approval of the Construction Contingency.

Attachments: Exhibit "A" Bid Tabulation Form
Exhibit "B" Agreement Between Owner and Contractor
Exhibit "C" Budget Adjustment Request
Exhibit "D" Summary of Contracts Form

xc: Terrie Rodriguez, Community Services Department Director
Liz Roybal, GCCC Division Director
Robert Rodarte, Purchasing Officer
Project/Book file

EXHIBIT "4"

CITY OF SANTA FE
PURCHASING OFFICE
BID TABULATION SHEET

GCCC Entry and Site Improvements

DATE: 10/09/08 BID: '09/06/B PREPARED BY: SHIRLEY R.	Well Construction, Albuquerque	Rivercrest Construction, Albuquerque		
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Bid Amount	$694,500.00	$697,000.00		
GRT	$55,125.94	$55,324.38		
Total Bid Amount Plus Tax	$749,625.94	$752,324.38		
Add Alt. #1 Entry Lobby Improvements	$40,584.50	$38,857.50		
SUBMITTAL REQUIREMENTS				
BID BOND	x	x		
EQUAL EMPLOYMENT	x	x		
NON-SEGREGATED FACILITIES	x	x		
NON-COLLUSION AFFIDAVIT	x	x		
SUBCONTRACTORS LISTING	x	x		
LOCAL PREFERENCE	N/A	N/A		
NM RESIDENT PREFERENCE NUMBER	x	x		
RECEIPT ADDENDUM #1	x	x		
RECEIPT ADDENDUM #2				
RECEIPT ADDENDUM #3				

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

GENOVEVA CHAVEZ COMMUNITY CENTER ENTRY IMPROVEMENTS

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

For the following:

PROJECT:	GENOVEVA CHAVEZ COMMUNITY CENTER ENTRY IMPROVEMENTS
PROJECT NO.:	507B
ARCHITECT OF RECORD:	Autotroph, Inc. 1600 Lena Street, Suite E1 Santa Fe, New Mexico 87505

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 December 10, 2008.

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 #507B, Genoveva Chavez Community Center Entry Improvements, Bid Number '09/06/B.

The work designated as GENOVEVA CHAVEZ COMMUNITY CENTER ENTRY IMPROVEMENTS consists of, but is not limited to: 2 new entry additions to existing building and related site improvements.

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 shall be responsible for all testing and soil samples for 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 one hundred twenty (120) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4
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 six hundred fifty six thousand seven hundred ninety five dollars and thirty seven cents. ($656,795.37).

The Contract Sum is determined as follows:

Base Bid	$694,500.00
Gross Receipts Tax@7.9375%	$ 55,125.94
TOTAL	$749,625.94
Less Value Engineering Negotiations (Exhibit "A")	$ (92,830.57)
TOTAL CONTRACT AMOUNT	$656,795.37

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:

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 (120) 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) 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 maybe designated by either party in a written note to the other party.

OWNER	City of Santa Fe Engineering Division PO Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR	Weil Construction, Inc. P.O. Box 65606 Albuquerque, New Mexico, 87193 New Mexico License # 92233

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 three (3) 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.

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

CONTRACTOR:

BY: _____

APPROVED AS TO FORM:

TITLE: _____

_____
FRANK D. KATZ, CITY ATTORNEY

DATE: _____

NM TAXATION AND REVENUE CRS
NO. 03-040177-00-1
CITY OF SANTA FE BUSINESS REG. NO.
08 00033478

APPROVED:

_____
DAVID N. MILLICAN, FINANCE DIRECTOR

autotroph

architecture.planning.sustainable design consulting

October 30, 2008

City of Santa Fe
Martin Valdez
Community Facilities Manager
Community Facility Section, Engineering Division
Santa Fe, New Mexico

Re: Genoveva Chavez Community Center
Entry and Site Improvements

Dear Martin:

Having reviewed the bids from Weil Construction and Rivercrest Construction for the above-referenced project, we recommend that the contract be awarded to Weil Construction.

After our review with you, Genoveva Chavez Community Center staff members, and Chris Weil of Weil Construction this morning, we agree that the cost savings items proposed to the contract will not be detrimental to the Project and should be accepted in order to reduce the construction cost.

Sincerely,

Alexander Dzurec

Project Manager
Autotroph, Inc.

Attachment: Weil Construction letter, dated November 3, 2008

EXHIBIT
tabbies "A"

1600 LENA STREET, SUITE E1, SANTA FE, NEW MEXICO, 87505 PH 505.216.7555 FAX 1.888.219.2909

WEIL CONSTRUCTION

November 3, 2008

Autotroph

Alexander Dzurec/Joseph Chipman
1600 Lena St. Suite E1
Santa Fe, NM. 87505

Re: Genoveva Chavez Community Center

Gentlemen:

Attached is the list of cost savings as discussed. This includes deleting the 5 1/2" letters and changing the 36" letters from cast aluminum to 1/4" steel. If you have any questions, feel free to call me on my cell phone 505-307-6183.

Sincerely:

Chris Weil
President
Weil Construction, Inc.

WEIL CONSTRUCTION, INC. NM. Lic. #92233, GB-98, GA-03, GF-05
PO Box 65606 Albuquerque, NM. 87193
Ph: 505-899-3535 Fax: 505-899-3033 E-mail: weil_construction@yahoo.com

Cost savings

Asphalt	$16,872.00
Delete Rubber Flooring, Colored Conc.	$5,472.00
Delete Sidewalk at east side	$2,486.00
Well Construction to due landscaping (3trees and gravel)	$8,667.00
Change Alum to clear anodized & Glass to non -low E	$6,720.00
Vapor Barrier	$1,175.00
Delete Thermally broken material at Alum Storefront	$1,140.00
Changes to Steel Materials	$4,950.00
Delete Benches	$6,645.00
Change Exit Devices from Von Duprin to Sargent	$13,440.00
Delete 5 1/2" Letters, Change 36" Cast Alum Letters to 1/4" steel letters	$5,398.00
Credit Retaining wall CMU	$8,215.00
Well Construction Credit GC's/Additional O&P	$8,825.00
	$86,004.00
NMGRT	$6,826.57
	$92,830.57

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 Weil Construction, Inc.

3 Complete Information requested ☐ Plus GRT ☐ Inclusive of GR

Original Contract Amount: $856,795.37

Termination Date: December 10, 2009

☐ Approved by Council Date: December 10, 2008

☐ or by City Manager Date: _____

Contract is for: CIP Project No. 507B Genoveva Chavez Community Center Entry Improvements

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 GR

Amount $ _____ of original Contract# _____ 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: $ _____

EXHIBIT "O"

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Bid No. '09/06/B _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

7 **Funding Source:** Legislative Funds, Parks Bond **BU/Line Item:** 52722

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:** Martin A. Valdez

Phone # 955-6932

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:

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
GCCC	11/03/2008

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
State Grant Revenue (DFA)	51722.490100		249,594	
WIP Construction	52722.572970		249,594	
WIP Construction	52722.572970		50,000	
Remodeling & Replacement	52722.572500			50,000
			$ 549,188	$ 50,000

To rebudget remaining Grants 07-6397, 07-6398, 07-6399, 07-6400, 07-6401 totaling $295,000.00

To move funding from Line Item Remodeling & Replacement to Line Item WIP Construction.

Prepared By 11/19/08	Date	CITY COUNCIL APPROVAL City Council Approval Required ☐ City Council Approval Date Agenda Item #:	Budget Officer	Date
Division Director	Date		Finance Director	Date
Department Director 11/19/08	Date		City Manager	Date

EXHIBIT "C"

City of Santa Fe, New Mexico

memo

DATE: November 10, 2008

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office

VIA: David Millican, Director
Finance Department

ISSUE: Award of Bid # '09/07/B
Rugby Fields Phase 2 Concession/Bathroom Facility

SUMMARY:
On October 16, 2008, three bids were received for the procurement of the above referenced project as follows:

	Bid Amount	Local Preference
Lockwood Construction, Co., Santa Fe		
Base Bid Amount	**$710,797.66**	**$653,933.85**
GRT	**$ 47,090.34**	
Total Bid Amount	**$757,888.00**	
Deduct Alternate #1	**$ 16,462.00**	
Deduct Alternate #2	**$ 18,639.00**	
Deduct Alternate #3	**$ 13,865.00**	
Deduct Alternate #4	**$ 18,041.00**	
Deduct Alternate #5	**$ 5,264.00**	
Deduct Alternate #6	**$ 4,800.00**	
Deduct Alternate #7	**$ 6,648.00**	
Deduct Alternate #8	**$ 1,200.00**	
Total Deduct Alternates 1 through 8	**-$ 84,919.00**	
Total Bid Amount	**$672,969.00**	
Weil Construction, Albuquerque		
Base Bid Amount	$797,000.00	
GRT	$ 52,801.25	
Total Bid Amount	$849,801.25	
Deduct Alternate #1	$ 4,036.00	
Deduct Alternate #2	$ 19,355.00	
Deduct Alternate #3	$ 29,500.00	
Deduct Alternate #4	$ 6,700.00	
Deduct Alternate #5	$ 5,875.00	
Deduct Alternate #6	$ 11,300.00	

Deduct Alternate #7	$ 11,270.00
Deduct Alternate #8	$ 2,100.00
Total Deduct Alternates 1 through 8	-$ 90,136.00
Total Bid Amount	$759,665.25

Rivercrest Construction, Albuquerque

Base Bid Amount	$880,656.51
GRT	$ 58,343.49
Total Bid Amount	$939,000.00
Deduct Alternate #1	$ 8,635.00
Deduct Alternate #2	$ 43,175.00
Deduct Alternate #3	$ 43,175.00
Deduct Alternate #4	$ 3,238.00
Deduct Alternate #5	$ 5,397.00
Deduct Alternate #6	$ 9,714.00
Deduct Alternate #7	$ 7,016.00
Deduct Alternate #8	$ 2,159.00
Total Deduct Alternates 1 through 8	-$122,509.00
Total Bid Amount	$816,491.00

The using department has reviewed the bid and recommends award base bid and deducts 1 through 8 to Lockwood Construction Co., Santa Fe in the amount of $672,969.00 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 Lockwood Construction Co., Santa Fe in the total amount of $672,969.00, 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

PURCHASING OFFICE

BID TABULATION SHEET

Rugby Fields Phase 2 Concession/ Bathroom Facility

DATE: 10/16/08 BID: #09/07/B PREPARED BY: SHIRLEY R.	Lockwood Construction Co., Santa Fe	Well Construction, Albuquerque	Rivercrest Construction, Albuquerque	
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
Base Bid Amount	$710,797.66	$797,00.00	$880,656.51	
NMGRT	$47,090.34	$52,801.25	$58,343.49	
Total Bid Amount	$757,888.00	$849,801.25	$939,00.00	
Deduct Alternate #1	$16,462.00	$4,036.00	$8,635.00	
Deduct Alternate #2	$18,639.00	$19,355.00	$43,175.00	
Deduct Alternate #3	$13,865.00	$29,500.00	$43,175.00	
Deduct Alternate #4	$18,041.00	$6,700.00	$3,238.00	
Deduct Alternate #5	$5,264.00	$5,875.00	$5,397.00	
Deduct Alternate #6	$4,800.00	$11,300.00	$9,714.00	
Deduct Alternate #7	$6,648.00	$11,270.00	$7,016.00	
Deduct Alternate #8	$1,200.00	$2,100.00	$2,159.00	
Local Preference	$651,063.68			
SUBMITTAL REQUIREMENTS				
BID BOND	x	x	x	
EQUAL EMPLOYMENT	x	x	x	
NON SEGREGATED FACILITIES	x	x	x	
NON-COLLUSION AFFIDAVIT	x	x	x	
SUBCONTRACTORS LISTING	x	x	x	
LOCAL PREFERENCE	x			
NM RESIDENT PREFERENCE NUMBER	x	x	x	
RECEIPT ADDENDUM #1	x	x	x	
RECEIPT ADDENDUM #2	x	x	x	
RECEIPT ADDENDUM #3	x	x	x	