CITY OF SANTA FE

Date: **May 20, 2025**

To: **Governing Body, Finance, Public Works, and Utilities Committees**

Via: **James Harris, Airport Director** JH
James Garduno, Project Manager

From: **Sebastian Gallegos, Airport Project Administrator**

Subject: **Terminal Ramp Reconstruction, Amendment #1**

Vendor Name: **Vital Consulting Group, LLC.**

Vendor Number: **5092**

ITEM AND ISSUE:
Request for the approval of Amendment #1 for Construction Contract# 3250179 to increase the total amount of this contract by $322,018.62, bring the total cost to $7,504,116.67 including NMGRT, to complete a 2 phased demolition and reconstruction of the Terminal Ramp at the Santa Fe Regional Airport and to include the work as defined by Exhibit "A-D".; Sebastian Gallegos, Project Administrator, sfgallegos@santafenm.gov, 505-695-3538, James Harris, Airport Manager, jcharris@santafenm.gov, 505-955-2901

Action Requested: Approval of this construction contract for the Santa Fe Regional Airport.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport has annual inspections by the Federal Aviation Administration (FAA). The terminal ramp was found by the FAA to have deficiencies with the structure and drainage.
This project will consist of:

- Reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building.
- Addition of 1 new parking ramp.
- Reconstruction of this Terminal Ramp's storm drain system.
- Repainting the pavement markings of the Terminal Ramp.
- Removing and resetting airport security fencing adjacent to the ramp reconstruction location.

Molzen Corbin is the airport's A&E, they have provided the plans that meet all FAA regulations.

The airport posted ITB #25012 for the reconstruction of the ramp, Vital Consulting Group (VCG) was selected as the awarded vendor. This Contract will allow Vital Consulting Group to supply a site

survey, drawings, rigging, and as built drawings, alongside general contracting and subcontracting for demolition and reconstruction, and ensuring that timelines and milestones are met accordingly. This project will not cause any closures of the airport.

Amendment #1 will include the Scope of work as described in Attached EXHIBIT "A-D"

PROCUREMENT METHOD:
This work is being procured via ITB using FAA grant funding, the remainder amount will be procured via an NMDOT Grant

Chief Procurement Officer Approval: _____ **Date:** 05/20/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER: 3250179
The FY24 Munis contract number is 3250179

The funding source is:
Fund Name/Number: 545AIRPORT
Munis Org Name/Number: 5450407 / AIRPORT CIP
Munis Object Name/Number: 572970 / WIP CONSTRUCTION

If the project is grant funded? List grant award number*:* *3-35-0037-065-2024*

Grant Manager / Accounting Officer Approval: ERIKA LUJAN **Date:** 05/20/2025
Comment/Exceptions: _____
ERIKA LUJAN (May 20, 2025 17:08 MDT)

Project Ledger #: AIR2554506

Budget Officer Approval: Andy Hopkins **Date:** 05/20/2025
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐ Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐ Yes | ☒ No
If yes -> ☐Repair | ☒ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ **Yes |** ☐ **No**

Project Ledger #: AIR2554506

Anticipated length of project: **1 year**

Asset Manager Approval: Josie Bolden **Date:** 05/22/2025
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:
CPO Service Determination Email
Procurement document: ITB
Vendor's Bid (Note:
Certificate of Liability Insurance (COI)
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract #3250179
Original Contract Item #25-0012
ITB #: 25012

CITY OF SANTA FE
AMENDMENT No. 1 TO
CONSTRUCTION CONTRACT
ITEM# 25-0012

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated January 22, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Vital Consulting Group, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide terminal ramp reconstruction to the Santa Fe Municipal Airport.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to add Exhibits A, B, C, and D hereto, so that Article 1 reads as follows:

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for Terminal Ramp Reconstruction. (Bid Number 25012), including but not limited to reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building, reconstruction of this Terminal Ramp's storm drain system, repainting the pavement

markings of the Terminal Ramp, and removing and resetting airport security fencing adjacent to the ramp reconstruction location as described in the Contract Documents to include Exhibits A, B, C, and D.

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

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

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $322,018.62 so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed seven million, five-hundred and four thousand, one-hundred and sixteen dollars, and sixty-seven cents ($7,504,116.67). The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Option B	$ 6,638,565.50
Gross Receipts Tax (8.1875%)	$ 543,532.55
Total Base Option B (w/NMGRT)	$ 7,182,098.05
Change Order #1	$ 297,648.64
Gross Receipts Tax on Change Order: #1:	$ 24,369.98
Change Order #1 (w/NMGRT)	$ 322,018.67
Amended Total	$ 7,504,116.67

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed seven million five hundred and four thousand one-hundred and sixteen dollars and sixty seven cents ($7,504,116.67) including NM Gross Receipts Tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The

parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seven million five hundred and four thousand one-hundred and sixteen dollars and sixty seven cents ($7,504,116.67in (FY24) through (FY28). The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling seven million, one hundred and forty-five thousand, eight hundred and seventeen dollars and thirty-seven cents ($7,182,098.05) shall be paid by the City to the Contractor.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Vital Consulting Group, LLC.

_____
VINCENT MARTINEZ, PRESIDENT/MANAGING MEMBER

DATE: 05/19/2025
CRS# 03-206732-00-1

Registration # _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 19, 2025 14:18 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT "A"

SANTA FE REGIONAL AIRPORT
CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO: One (1) **DATE:** 4/9/2025

CONTRACT IDENTITY: Santa Fe Regional Airport Terminal Apron Reconstruction
AIP 3-35-0037-065-2024; NMDOT AD SAF-25-03

CONTRACTOR: Vital Consulting Group, LLC **ADDRESS:** Post Office Box 94778
Albuquerque, NM 87199

DESCRIPTION AND REASON FOR CHANGES: Revised contractor CSPP costs, Changes to Work for pedestrian access to FBOs. Badging cost changes. Contract time changes to accommodate revised CSPP.

REVISED CONTRACT AMOUNT

1.	Original Contract Amount (Including NMGRT)	7,182,098.05
2.	Current Contract Amount Including all Previously Approved Change Orders	7,182,098.05
3.	Amount of This Change Order (incl. GRT)	322,018.62
4.	Total Revised Contract Amount Including This Change Order	7,504,116.67

REVISED CONTRACT TIME

1.	Original Contract Time (Calendar)	150 Days
2.	Current Contract Time Allowed Including All Previous Revisions (Calendar)	150 Days
3.	Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	102 Days
4.	Total Revised Contract Time Including This Change Order (Calendar)	252 Days
5.	Original Contract Completion Date	9/18/2025
6.	Revised Contract Completion Date Including This change Order	12/29/2025
7.		

APPROVED:

Contractor	April 10, 2025 Date
Engineer	04/14/2025 Date
Owner	Date
Other	Date

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
1	C-105	Mobilization, Complete	LS	1	575,000.00	1	575,000.00	-	575,000.00	-
2	CSPP	Airport Safety and Security, Complete	LS	1	237,000.00	1	509,035.66	-	509,035.66	272,035.66
3	P-101	Sawcut existing pavement, Complete	LF	2,610	5.25	2,610	5.25	-	5.25	-
4	P-152	Unclassified Excavation, Complete	CY	2,700	17.00	2,700	17.00	-	17.00	-
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	42.00	10,000	42.00	-	42.00	-
6	C-102	Temporary Pollution/Erosion Control	LS	1	77,875.00	1	77,875.00	-	77,875.00	-
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	9.00	10,730	9.00	-	9.00	-
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	30.00	11,130	30.00	-	30.00	-
9	P-152	Subgrade Preparation	SY	21,900	5.50	21,900	5.50	-	5.50	-
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	120.00	3,900	120.00	-	120.00	-
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	47.00	20,530	47.00	-	47.00	-
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	127.00	20,530	127.00	-	127.00	-
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	240.00	317	240.00	-	240.00	-
14	P-602	Bituminous Prime Coat	GAL	400	8.00	400	8.00	-	8.00	-
15	P-603	Bituminous Tack Coat	GAL	100	8.00	100	8.00	-	8.00	-
16	P-620	Airfield Marking, Complete in Place	SF	4,200	2.80	4,200	2.80	-	2.80	-
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	28,750.00	3	28,750.00	-	28,750.00	-
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	26,750.00	1	26,750.00	-	26,750.00	-
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	170.00	790	170.00	-	170.00	-
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	37,275.00	1	37,275.00	-	37,275.00	-
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	100.00	1	100.00	-	100.00	-
22		Install Protection Bollards, CIP.	EA	3	600.00	3	600.00	-	600.00	-
23	GP's	Construction Staking, Complete	LS	1	109,500.00	1	109,500.00	-	109,500.00	-
24	C-105	Contractor Quality Control Testing, Complete	LS	1	155,500.00	1	155,500.00	-	155,500.00	-
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	39.00	812	39.00	-	39.00	-
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	2,350.00	1	2,350.00	-	2,350.00	-
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	615.00	1	615.00	-	615.00	-
28	P-501, P-304, P-209, P-152, P-101	Additional Labor Costs for PCCP Paving, Concrete-Treated Base Course, Aggregate Base Course, Subgrade Preparation, and Grading due to changes in the CSPP.	LS			1	25,612.98	1.00	25,612.98	25,612.98
		Subtotal								297,648.64
		NMGRT	%		8.1875					24,369.98
		Total Change Order								322,018.62

CONTRACT TIME

Original Contract Start Date	4/21/2025	
Construction Time	150	calendar da
Original Contract End Date	9/18/2025	
Additional Time for		
for Change Order Work	102	calendar da
New Completion Date	12/29/2025	

Change Order Justification

Change Order #1

At the Pre-Construction Conference, pedestrian access from the Ramp doors of the FBOs was a concern with the as-bid CSPP. After issuance of the NRA notifications by the FAA, the contractor requested a change to the contract for the additional labor and machine costs for the placement of the small areas of the Terminal Apron which are adjacent to the FBOs, the cost of the low-profile barricades and their placement, the additional labor costs of the added flagging personnel, and the additional costs of badging which increased after the bid. The additional labor and machinery required for the placement of the small concrete areas was placed in the additional item #28, while the other proposed costs were added to the existing lump sum CSPP item, item #2. Note that the additional Low-Profile Barricades purchased (140 of them) are to become property of Santa Fe Regional Airport after the end of the project.

GALLEGOS, SEBASTIAN F.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, July 16, 2024 12:41 PM
To: GALLEGOS, SEBASTIAN F.
Cc: GARDUNO, JAMES D.; Purchasing DET
Subject: RE: Determination request

Hi, this is construction.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

From: GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov>
Sent: Monday, July 15, 2024 3:50 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>
Subject: Determination request

Good afternoon Travis,

I would like to request a determination for the new construction of the Santa Fe Regional Airport's New Lighting Vault Project, this Vault will house all the necessary equipment to supply power to ensure and maintain proper lighting on the airfield. Attached are all the documentation MolzenCorbin provided for us, and below is the Scope of Work:

The City of Santa Fe wishes to establish a price agreement contract for the Santa Fe Municipal Airport New Airport Electrical Vault. This procurement will be based on unit price basis. The Scope of Bids further defined in the unit price Bid schedule and the Construction Drawings. The Contractor shall be

responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor Shall be responsible for the construction of the new Electrical lighting vault.
- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
sfgallegos@santafenm.gov
Cell 505-695-3538
Office

SANTA FE
REGIONAL AIRPORT

CITY OF SANTA FE

INVITATION TO BID

Santa Fe Regional Airport
Terminal Ramp Reconstruction

BID# 25012

Commodity Codes: 91310 91339 91345

BIDS DUE: August 20, 2024 @ 2:00 P.M. (MST)

PURCHASING DIVISION
CITY OF SANTA FE
By Electronic Submittal Only To:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

A.5 Bid Form

EXCEPTIONS TO SPECIFICATIONS

See Procurement and Contracting Requirements.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Vital Consulting Group, LLC

315 5th St NW, Albuquerque, NM 87102

505-369-0623

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed: 150 Calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Vital Consulting Group, LLC
Firm

315 5th St NW, Albuquerque, NM 87102
Address

Authorized Signature

Vincent R. Martinez
Print Name

Managing Member
Position

505-369-0623
Phone Number

505-349-4640
Fax Number

08/23/2024
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0556831856

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

A.6 Bid Submittal

NAME Vital Consulting Group, LLC

ADDRESS 315 5th St NW, Albuquerque, NM 87102

To the City of Santa Fe, State of New Mexico, Owner:

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of the Terminal Apron Reconstruction , City of Santa Fe in Santa Fe County, State of New Mexico, according to the plans and specifications therefor and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work in one hundred fifty (150) calendar days.

Substantial completion of the work shall mean completion and ready for acceptance of all work related to clearing, earthwork, traffic signal improvements, paving, concrete curb and gutter, sidewalk, wheelchair ramps, drivepads, traffic control, permanent signing and striping, subgrade prep, and base course.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of Five Percent of the Total Amount Bid (5%) Dollars $--------- drawn to the order of the City of Santa Fe.

Managing Member
Signature-Title

(Corporate Seal)
Corporate Name: Vital Consulting Group, LLC

315 5th St NW, Albuquerque, NM 87102
Address

(Names of individual members of firms or names and titles of all officers of Corporation.) Vincent R. Martinez - Managing Member

Corporation organized under the laws of the State of New Mexico

376040; GF01, GF02, GF03, GF04,GF05, GF09, GA01, GA02, GA03, GA05, GB98
New Mexico Contractor's License No. and type.

002547520121019
New Mexico Dept. of Labor Registration No.

Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over $50,000 must be listed on Subcontractor Listing.

A.7 Bid Form

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: Vital Consulting Group, LLC

hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: Santa Fe Regional Airport Terminal Apron Reconstruction

ITB No. 25012

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option A - PCCP Terminal Apron with HMA Base Course						
1	C-105	Mobilization, Complete	LS	1	$585,250.00	$585,250.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$6.20	$135,780.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$165.00	$643,500.00
11	P-403	Bituminous Base Course, 5", Complete in Place	TON	6,159	$235.00	$1,447,365.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place	TON	317	$558.00	$176,886.00
14	P-602	Bituminous Prime Coat	GAL	6,560	$8.00	$52,480.00
15	P-603	Bituminous Tack Coat	GAL	1,530	$8.00	$12,240.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$11,760.00
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$28,750.00	$86,250.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$26,750.00	$26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	170.00	$134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$37,275.00	$37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$100.00	$100.00
22		Install Protection Bollards, CIP.	EA	3	$600.00	$1,800.00
23	GP's	Construction Staking, Complete	LS	1	$109,500.00	$109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$155,500.00	$155,500.00
25	P-101, D-701	Remove Existing Storm Drain, all sizes, including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$2,350.00	$2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1.00	$615.00	$615.00
					Subtotal Base Option A:	$ 7,483,626.50
					New Mexico Gross Receipts Tax (NMGRT) @ 8.1875%:	$ 612,721.92
					Total Base Option A w/ NMGRT:	**$** 8,096,348.42
Deductive Alternate A1 - 8" PCCP Terminal Ramp - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	11,030	$128.00	$1,411,840.00
					Subtotal Deductive Alternate A1:	$ 2,595,835.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A1 (w/o NMGRT):	$ 7,472,151.50
					NMGRT @ 8.1875%:	$ 611,782.40
					Total Base Option A, with Item #12 of Base Option A Replaced by Deductive Alternate A1 w/ NMGRT:	**$** 8,083,933.90

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
					Subtotal Base Option B:	$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
					Total Base Option B w/NMGRT:	**$ 7,182,098.05**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate B1 - 8" PCCP Terminal Ramp - Replace Item #12 of Base Option B with the following two items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	11,030	$128.00	$ 1,411,840.00
					Subtotal Deductive Alternate B1:	$ 2,595,835.00
					Subtotal Base Option B, with Item #12 of Base Option B replaced by Subtotal Deductive Alternate B1 (w/o NMGRT):	$ 6,627,090.50
					NMGRT @ 8.1875%:	$ 542,593.03
					Total Base Option B, with Item #12 of Base Option B Replaced by Deductive Alternate B1 w/NMGRT:	**$** 7,169,683.53
Deductive Alternate B2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option B with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate B2:	$ 2,573,775.00
					Subtotal Base Option B, with Item #12 of Base Option B replaced by Subtotal Deductive Alternate B2 (w/o NMGRT):	$ 6,605,030.50
					NMGRT @ 8.1875%:	$ 540,786.87
					Total Base Option B, with Item #12 of Base Bid Replaced by Deductive Alternate B2 w/NMGRT:	**$** 7,145,817.37

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Additive Alternate 1 - RW 33 RSA Grading						
1	C-105	Mobilization, Complete	LS	1	$80,000.00	$ 80,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$35,000.00	$ 35,000.00
3	P-151	Clearing and Grubbing, Complete, Including trees	AC	5	$4,000.00	$ 20,000.00
4	P-620	Existing & Temporary Marking Obliteration	SF	21,450	$2.15	$ 46,117.50
5	P-152	Unclassified Excavation, Complete in Place	CY	9,600	$14.00	$ 134,400.00
6	P-152	Off-Site Borrow Excavation, Complete in Place	CY	30,000	$28.25	$ 847,500.00
7	C-102	Temporary Pollution/Erosion Control, Complete	LS	1	$9,000.00	$ 9,000.00
8	T-901	Seeding with Hydromulch, Complete in Place	AC	5	$2,500.00	$ 12,500.00
9	D-701	Removal and Disposal of Existing Headwall, Complete	EA	2	$1,150.00	$ 2,300.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
10	D-701	Removal and Disposal of Existing 24" culvert pipe, Complete	LF	2	$35.00	$ 70.00
11	D-701	Install Owner-Furnished 24" Storm Drain Pipe, Including Trench and Backfill, and Contractor-Furnished Fittings and End Section, Complete in Place	LF	120	$75.00	$ 9,000.00
12	F-162	Removal and Disposal of Existing 6' Chain Link Security Fence, Complete	LF	840	$5.50	$ 4,620.00
13	F-162	Install new 6' Chain Link Security Fence, with warning signs, Complete in Place	LF	760	$33.00	$ 25,080.00
14	F-162	Install new 6' Chain Link Security Fence Gate, 16' Width, Complete in Place	EA	1	$3,500.00	$ 3,500.00
15	F-161	Install new 3' Barbed-wire Property Boundary Fence, Complete in place	LF	1,840	$6.80	$ 12,512.00
16	F-161	Install new 3' Barbed-wire Property Boundary Fence Gate, 16' Width, Complete in Place	EA	1	$2,000.00	$ 2,000.00
17	GP's	Construction Staking, Complete	LS	1	$7,500.00	$ 7,500.00
18	C-105	Contractor Quality Control Construction Testing, Complete	LS	1	$29,500.00	$ 29,500.00
19	P-620	Temporary Airfield Markings, Complete in Place	SF	4,850	$1.20	$ 5,820.00
20	P-620	Permanent Airfield Markings, Including Temporary Coat and Final Coat with Glass Bead Application, Complete in Place	SF	19,020	$3.50	$ 66,570.00
					Subtotal Additive Alternate 1:	$ 1,352,989.50
					NMGRT @ 8.1875%:	$ 110,776.02
					Subtotal Additive Alternate 1 w/NMGRT:	**$** 1,463,765.52

Bid Summary

Total Base Option A (w/NMGRT)	$8,096,384.42
Total Base Option A, Deductive Alternate A1 used (w/NMGRT)	$8,083,933.90
Total Base Option A, Deductive Alternate A2 used (w/NMGRT)	$8,060,067.74
Total Base Option A + Additive Alternate 1 (w/NMGRT)	$9,560,149.94
Total Base Option A, Deductive Alternate A1 used, + Additive Alternate 1 (w/NMGRT)	$9,547,699.42
Total Base Option A, Deductive Alternate A2 used, + Additive Alternate 1 (w/NMGRT)	$9,523,833.26
Total Base Option B (w/NMGRT)	$7,182,098.05
Total Base Option B, Deductive Alternate B1 used (w/NMGRT)	$7,169,683.53
Total Base Option B, Deductive Alternate B2 used (w/NMGRT)	$7,145,817.37
Total Base Option B + Additive Alternate 1 (w/NMGRT)	$8,645,863.57
Total Base Option B, Deductive Alternate B1 used, + Additive Alternate 1 (w/NMGRT)	$8,633,449.05
Total Base Option B, Deductive Alternate B2 used, + Additive Alternate 1 (w/NMGRT)	$8,609,582.89

Bidder has bid on all items.

2. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

3. All Amendments pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Amendment No.	Amendment Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	August 6, 2024		08/23/2024
2	August 16, 2024		08/23/2024

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his/her bid submittal. Any and all such addenda, if issued, will be published via electronic/digital format on the website of the City of Santa Fe, not later than three (3) days prior to the date fixed for the opening of bids at the following web address: http://www.santafenm.gov/bids_rfps. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

4. The Bidder agrees to commence work under this Contract within ten (10) days after, a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within one hundred twenty (120) calendar days. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

5. Security in the sum of five (5) percent of the amount bid in form of (check one):
__X__ Bid Bond _____ Certified Check
is attached hereto in accordance with the "Instructions for Bidders".

6. This Bid Submittal contains the following:

- Name of Bidder and NM Contractor License Number & Types.
- Bid Form and Bid Submittal.
- Bid Bond.
- EEO Certifications for prime and subs.
- Non-Segregated Facilities Certification.

- Non-Collusion Affidavit for prime and subs.
- Non-Disclosure and Conflict of Interest Statement
- List of Subcontractors.
- DBE Forms and Letters of Intent.
- Buy American Preference.
- Campaign Contribution Disclosure Form.

7. The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has ☒ has not ☐ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

9. As provided in the Special Provisions, Bidder further agrees to pay as liquidated damages the amount of $1,000.00 for each consecutive calendar day beyond the agreed time that Substantial Completion is not achieved and $1,000.00 for each consecutive calendar day beyond the agreed time that all punch list items are not completed or corrected.

10. Bidder shall submit original Bid, bound within the project manual provided to Bidders. However, a photocopy of the Bid Submittal, from Bid Proposal to the Bid Bond (i.e. the pink pages), shall be submitted in the same envelope, with pages stapled.

Respectfully submitted:

Name of Bidder: Vincent R. Martinez for Vital Consulting Group, LLC

By: _____
(Signature)

Title: Managing Member

Date: 08/23/2024

Official Address: 315 5th St NW, Albuquerque, NM 87102

Telephone No.: 505-369-0623

New Mexico Contractor's License Number and Types: 376040; GF01, GF02, GF03, GF04,GF05, GF09, GA01, GA02, GA03, GA05, GB98

United States Treasury Number: 27-0879500

New Mexico State Residence Preference Certificate Number, if any: L0556831856

City of Santa Fe Business Registration No.: 237997

NM Taxation and Revenue Number (if applicable): 03-206732-00-1

Labor and Industrial Division Enforcement Fund
Contractor Registration No.: 002547520121019

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over $50,000 must be listed on Subcontractor Listing.]

A.8 Bid Bond

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE **Vital Consulting Group, LLC** hereinafter called the PRINCIPAL, as Principal, and the **Great Midwest Insurance Company**, of **Houston, TX** a Corporation duly organized under the laws of the State of **Texas**, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of **Five Percent of the Total Amount Bid (5%)** Dollars ($ ----------) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated **August 20**, 20**24**, (IFB No. 25012) for the construction of the Santa Fe Regional Airport Terminal Apron Reconstruction, City of Santa Fe.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS **14th** DAY OF **August**, 20**24**.

Vital Consulting Group, LLC
BIDDER

By: _____
PRINCIPAL

(SEAL)

_____
WITNESS Carl Martinez

Great Midwest Insurance Company

By: _____
SURETY **Joshua R. Loftis**

Title: **Attorney-in-Fact**

_____
WITNESS **Michelle Morrison**

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New Mexico)

COUNTY OF Bernalillo)

On this 21st day of August, in the year 2024, before me personally appeared Vincent R. Martinez, President / Managing Member of Vital Consulting Group, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

STATE OF NEW MEXICO
NOTARY PUBLIC
Carl B Martinez
Commission Number 1116096
My Commission Expires November 12, 2024

Carl Martinez, Notary Public

My Commission Expires: November 12, 2024

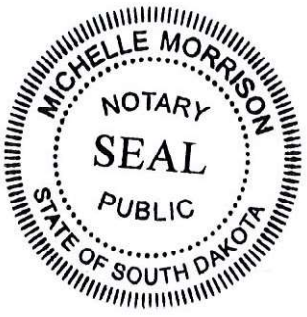
ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota)

COUNTY OF Lincoln)

On this 14th day of August, in the year 2024, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Great Midwest Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Great Midwest Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Michelle Morrison, Notary Public

My Commission Expires: 03/01/2029

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Melinda C. Blodgett, R.C. Bowman, Sarah Dragt, Sandra M. Engstrum, R.W. Frank, Ted Jorgensen, Joshua R. Loftis, Michelle Morrison, Brian J. Oestreich, Rachel Thomas, Nathan Weaver, Colby D. White, Emily White, Tina Domask, Ross S. Squires, Graydon Dotson, Nicole Stillings

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of August, 2024.

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

A.9 Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political

committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s): _____

_____

Nature of Contribution(s): _____

_____

Purpose of Contribution(s): _____

_____

(Attach extra pages if necessary)

_____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

08/23/2024

Signature Vincent R. Martinez Date

Managing Member

Title (position)

A.10 Certification of Bidder Regarding Buy American Requirements

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[2] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

* * * * * *

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

[2] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

08/23/2024
Date

Signature Vincent R. Martinez

Vital Consulting Group, LLC
Company Name

Managing Member
Title

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

e) Only installing iron, steel and manufactured products produced in the United States;

f) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

g) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

h) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

e) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
f) To faithfully comply with providing U.S. domestic products.
g) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
h) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

f) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
g) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
h) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
i) To furnish U.S. domestic product for any waiver request that the FAA rejects.
j) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

d) Completed Content Percentage Worksheet and Final Assembly Questionnaire

e) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

f) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

e) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

f) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

g) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

h) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) **-** Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

e) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

f) At minimum two comparable equal bids and/or offers;

g) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

h) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

08/23/2024	
Date	Signature Vincent R. Martinez
Vital Consulting Group, LLC	Managing Member
Company Name	Title

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.

b) To faithfully comply with providing U.S. domestic product.

c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

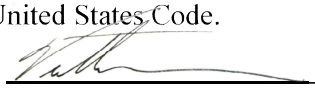
Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

08/23/2024	
Date	Signature Vincent R. Martinez
Vital Consulting Group, LLC	Managing Member
Company Name	Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A.11 Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: Vital Consulting Group, LLC

Address: 315 5th St NW, Albuquerque, NM 87102

---

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ✓ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ✓ No ____

Certification – The information above is true and complete to the best of my knowledge and belief.

Vincent R. Martinez - Managing Member

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

08/23/2024

DATE

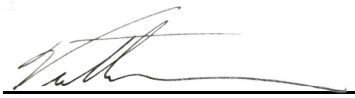
A.12 Certification of Bidder Regarding Equal Employment Opportunity

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   Yes ✓ No ____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ✓ No ____

Certification – The information above is true and complete to the best of my knowledge and belief.

Vincent R. Martinez - Managing Member
NAME AND TITLE OF SIGNER (PLEASE TYPE)



SIGNATURE

08/23/2024
DATE

A.13 Certification of Non-Segregated Facilities

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause).

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

STATE OF NEW MEXICO
NOTARY PUBLIC
Carl B Martinez
Commission Number 1116096
My Commission Expires November 12, 2024

SIGNED: _____

TITLE: Managing Member

SUBSCRIBED AND SWORN to before me this 23rd day of August, 2024.

_____
NOTARY PUBLIC Carl Martinez

My Commission Expires:

November 12, 2024

A.14 Non-Collusion Affidavit of Prime Bidder

STATE OF NEW MEXICO

COUNTY OF Bernalillo

Vincent R. Martinez being first duly sworn, deposes and says that:

(1) He/she is the Managing Member of Vital Consulting Group, LLC the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

STATE OF NEW MEXICO
NOTARY PUBLIC
Carl B Martinez
Commission Number 1116096
My Commission Expires November 12, 2024

(SIGNED) _____

TITLE Managing Member

SUBSCRIBED AND SWORN to before me this 23rd day of August, 2024.

_____
NOTARY PUBLIC Carl Martinez

My Commission Expires:

November 12, 2024

SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from the City of Santa Fe.

A.15 NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____,

hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____day of _____, 20__.

_____

NOTARY PUBLIC

My Commission Expires:

_____

B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.

C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.

E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.17 Subcontractor Listing

Note: A Contractor that submits a bid valued at more than fifty thousand ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the labor and industrial division of the labor department.

Trade: Asphalt Paving Base Option A	Name of Subcontractor: Albuquerque Asphalt, Inc.
Address: P.O. Box 66450, Albuquerque, NM 87193	
Telephone No.: 505-831-7311	License No.: 18484 NM Dept. of Labor Registration No.: 1954720110720
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Fence	Name of Subcontractor: Perimeter Ironworks, Fence & Block, LLC
Address: 1331 Cuesta Abajo Ct. NE, Albuquerque, NM 87113	
Telephone No.: 505-503-7968	License No.: 415716 NM Dept. of Labor Registration No.: 29911691862024
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Saw & Seal	Name of Subcontractor: A-Core Concrete Specialists New Mexico
Address: 506 Carmony Road NE, Albuquerque, NM 87107	
Telephone No.: 505-873-6561	License No.: 386656 NM Dept. of Labor Registration No.: 1768620151111
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Stripe	Name of Subcontractor: RoadSafe Traffic Systems, Inc.
Address: 6221 Chappell Rd. NE, Albuquerque, NM 87113	
Telephone No.: 505-345-8295	License No.: 411465 NM Dept. of Labor Registration No.: 22610844182023
Signature of Subcontractor (to be obtained after award of contract):	

Trade: SWPPP/Seeding	Name of Subcontractor: Caldon Seeding & Reclamation
Address: Box 10-Sanford, CO 81151	
Telephone No.: 505-699-5913	License No.: 20091511770 NM Dept. of Labor Registration No.: 01679820101127
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Electric	Name of Subcontractor: Bixby Electric, Inc.
Address: 521 Wheeler Ave SE, Albuquerque, NM 87102	
Telephone No.: 505-842-5384	License No.: 28568 NM Dept. of Labor Registration No.: 0190612011621
Signature of Subcontractor (to be obtained after award of contract):	

Trade:	Name of Subcontractor:
Address:	
Telephone No.:	License No.: NM Dept. of Labor Registration No.:
Signature of Subcontractor (to be obtained after award of contract):	

Form A-585
DB A-1
Rev. 4/88

New Mexico
State Highway and Transportation Department

CONTRACT GOAL FOR DISADVANTAGED BUSINESS
IN HIGHWAY CONSTRUCTION

For the purpose of this contract, a goal of 7.27 % has been established for Disadvantaged Business (DB'S) Participation.

Type or print legibly.

Item No.(s) of Work Description	Name of Subcontractor/Supplier	Proposed Subcontract Amount

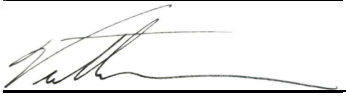
1. Project No. IFB No. 25012
2. Contractor's DB Liaison Officer Joyce Baca
3. Total Amount Bid $ Somewhere between $7,145,817.37 & $9,560,149.94
4. Contractors DB Participation
   Dollar Estimate and Participation: $_____ or 100 % of line 3.

*Must equal or exceed established goal indicated above or bid may be rendered non-responsive.

I will abide by the Disadvantaged Business (DB) goal set forth for this project and hereby submit the names of the DB firms that will participate in the project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DB goal ant the actual DB participation achieved.

This statement is my assurance that Vital Consulting Group, LLC agrees to comply with the requirements of
(name of firm)
49 CFR Part 23, and the City of Santa Fe, New Mexico Disadvantaged Business Assistance Program, and all the requirements contained therein.

08/23/2024
Date


Signature of Company Official

FAA Policy on Contract Clauses under 49 CFR Part 26

A. Required Contract Clauses.

1. Contract Assurance.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. Prompt Payment.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

B. Other Contract Provisions.

1. Bidders List.

If the recipient's DBE program provides for collecting information for a bidders list by using a contract clause, the recipient should devise an appropriate clause and include it in each DOT-assisted contract. DOT's "Sample DBE Program" interpreting 49 CFR Section 26.11 lists various methods by which a recipient can collect information for a bidders list. Use of a contract clause is one such method. Recipients that choose to use another method would not include such a clause in their DOT-assisted contracts.

2. Good faith efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 7.41 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Items 1 through 3 above shall be submitted with the bid. Items 4 through 6 may be required prior to a notice of award.

DBE participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.

Attachment 1

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_X_ The bidder/offeror is committed to a minimum of 100 % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Vital Consulting Group, LLC

State Registration No.: 21-09-713

By: _____ Managing Member
(Signature) Title

Attachment 2

Letter of Intent

Name of bidder/offeror's firm: Vital Consulting Group, LLC

Address: 315 5th St NW

City: Albuquerque State: NM Zip: 87102

Name of DBE firm: Vital Consulting Group, LLC

Address: 315 5th St NW

City: Albuquerque State: NM Zip: 87102

Telephone: 505-369-0623

Description of work to be performed by DBE firm:

Prime contractor

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ Somewhere between $7,145,817.37 & $9,560,149.94

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____ Managing Member

(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FAA Policy on Contract Clauses-1

Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Letter of Intent

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

B. Contract Documents

Table of Contents

A. DEBARRED OR SUSPENDED CONTRACTORS 3
B. PROCUREMENT AND CONTRACTING REQUIREMENTS 3
1. Solicitation Information 3
2. Bid Submission 3
3. Bid Opening 5
C. INSTRUCTIONS TO BIDDERS Error! Bookmark not defined.
1. Examination of Bidding Documents and Site Error! Bookmark not defined.
2. Bidding Documents Error! Bookmark not defined.
3. Interpretations Error! Bookmark not defined.
4. Substitute Material and Equipment Error! Bookmark not defined.
5. Amendment/Addenda Error! Bookmark not defined.
6. Form and Style of Bids Error! Bookmark not defined.
7. Bid Security Error! Bookmark not defined.
8. Pre-Bid Conference Error! Bookmark not defined.
9. Resident Preference & Local Preference Error! Bookmark not defined.
10. Subcontractors Error! Bookmark not defined.
11. Correction or Withdrawal of Bids Error! Bookmark not defined.
12. Bribes, Gratuities, and Kickbacks Error! Bookmark not defined.
13. Notice of Contract Requirements Binding on Bidder Error! Bookmark not defined.
14. Rejection or Cancellation of Bids Error! Bookmark not defined.
15. Protests Error! Bookmark not defined.
16. Competitive Sealed Bids Error! Bookmark not defined.
17. Consideration of Bids Receipt, Opening, and Tabulation Error! Bookmark not defined.
18. Bid Evaluation and Award Error! Bookmark not defined.
19. Notice of Award Error! Bookmark not defined.
20. Identical Bids Error! Bookmark not defined.
21. Cancellation of Award Error! Bookmark not defined.
22. Post-Bid Information Error! Bookmark not defined.
23. Minimum Wage Rates Error! Bookmark not defined.
24. New Mexico Department of Workforce Solutions Contractor and Subcontractor Registration Error! Bookmark not defined.
D. PROCUREMENT SCOPE Error! Bookmark not defined.
E. INFORMATION AVAILABLE TO BIDDERS Error! Bookmark not defined.
F. PROCUREMENT FORMS Error! Bookmark not defined.
G. SUPPLEMENT TO BID FORMS Error! Bookmark not defined.
Bid Bond Form Error! Bookmark not defined.
Bid Security Form Error! Bookmark not defined.
Agent's Affidavit Error! Bookmark not defined.
Non-Collusion Affidavit of Prime Bidder Error! Bookmark not defined.
Certification of Non Segregated Facilities Error! Bookmark not defined.
Certification of Bidder Regarding Equal Employment Opportunity Error! Bookmark not defined.
Subcontractor Listing Error! Bookmark not defined.
NMDWS Wage Decision, Public Works Project Requirements & Minimum Wage Rates Schedule(s) Error! Bookmark not defined.
City Living Wage Ordinance Error! Bookmark not defined.
H. Conditions of the Contract Error! Bookmark not defined.
CONSTRUCTION CONTRACT Error! Bookmark not defined.
I. Contract Supplements Error! Bookmark not defined.
Performance Bond – AIA A312 Error! Bookmark not defined.

Payment Bond – AIA A312 ..... Error! Bookmark not defined.
AFFIDAVIT OF WAGES PAID ..... Error! Bookmark not defined.
STATEMENT OF INTENT TO PAY PREVAILING WAGES ..... Error! Bookmark not defined.
Payroll Statement of Compliance ..... Error! Bookmark not defined.
Notice of Award ..... Error! Bookmark not defined.
Notice to Proceed ..... Error! Bookmark not defined.

A. DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor, or supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual or Section 13-1-177 through 13-1-180, and 13-4-17 NMSA 1978 as amended or City Purchasing provisions, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

B. PROCUREMENT AND CONTRACTING REQUIREMENTS

1. Solicitation Information

1.1. Solicitation No.: **ITB# 25012**

1.2. Project Title: **Santa Fe Regional Airport Terminal Ramp Reconstruction**

1.3. Pre-Bid Conference *Not Mandatory*:

August 8, 2024
2:00 p.m. MST/MDT
Location: **Virtual**

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWQ0ODIwYzEtZTI5Zi00Zjc5LTkyMTEtNDU0NWJjZjIyMTM4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

1.4. Deadline for Pre-Bid Conference Questions: **August 13, 2024**

1.5. Electronic Bid Submittal Deadline: **August 20, 2:00 p.m. MST/MDT**

BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT ACCEPTED.

2. Bid Submission

2.1. **ALL** specifications, submittal required documentation, supporting materials, certificates, etc. in addition to the bid documents must be attached to form a complete responsive bid.

(NMSA 1978 13-1-82-85; NMSA 1978 13-1-133)

2.2. Bidders may contact ONLY the Department Project Manager and the Central Purchasing Office regarding this procurement at the following emails:
Project Manager: James Garduno
Email: jdgarduno@santafenm.gov
Central Purchasing Office: purchasing_ITB@santafenm.gov

2.3. Other city employees do not have the authority to respond on behalf of the Project Manager.

2.4. Bidders shall promptly notify the Project Manager and the Central Purchasing Office of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

2.5. Bids must be submitted on the Bid Form provided herewith. Bidder shall bid all items on the Bid Form. Each Bidder shall conform to the conditions specified in the section entitled Instructions to Bidders.

2.6. Bids shall be valid for ninety (90) days subject to action by the City.

2.7. **ITB Access and Bid Submission:**

Solicitation packets are available in Bid Central through VSS, see the link below to gain access.
(On the Bid page, click on "Search," to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

To register, follow the Vendor Self Service (VSS) link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

VSS: https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via Munis Bid Central (link below) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through Bid Central as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

- Procurement amendments are processed through Bid Central. If amendments (addenda) are processed,
  - before bids are submitted, ensure bids reflect the amendments;

- after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.
- *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.
- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

2.8. It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this ITB. Such electronic submissions will be considered sealed bids in accordance with statute.

Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. Bids must correspond with any amendments.

2.9. If an amendment is processed after bid is submitted that effects the specifications, an email with the amendment will be sent to the Bidder and the Bidders must resubmit their bid acknowledging the amendment, prior to the deadline, in order for it to be considered fully submitted.

2.10. Please ensure, as the Bidder, to allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

3. Bid Opening

3.1. Public bid openings, will be held Virtually at the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Click here to join the meeting .

Link to copy into ITBs:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFlNWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

Meeting ID: 263 489 892 392

Passcode: Spy25c
Download Teams | Join on the web
Learn More | Meeting options

3.2. The bid tabulations will be posted to the City of Santa Fe website at the following link: https://www.santafenm.gov/bid_tabulations

3.3. If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the Chief Procurement Officer (CPO) or his/her designee at least five (5) working days prior to the scheduled bid opening.

3.4. CPO contact information is:

Travis Dutton-Leyda
Chief Procurement Officer
tkduttonleyda@santafenm.gov
City of Santa Fe

3.5. The Department, along with the CPO, reserves the right to reject any and all Bids or to waive any and all non-substantial irregularity in bids received as long as it doesn't affect the price, quantity or quality of the bid, whenever such rejection or waiver is in the best interest of the Department.

3.6. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder, and further imposes liquidated damages for failure to comply with that time.

3.7. Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions before responding to this bid.

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

3.9. Contractor shall be responsible for removal and securing of any existing infrastructure elements, equipment, signage, fencing, etc. necessary to provide for the new work in accordance with the contract documents and to re-install these items in proper working condition.

3.10. The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the Bid throughout, and they will be deemed to be included in the Bid

document the same as though herein written out in full.

OBTAINING CONTRACT DOCUMENTS: Drawings, Specifications, and other Contract Documents may be obtained by contacting ARI Graphix (www.ariplans.com), 4716 McLeod Rd NE, Albuquerque, New Mexico 87109. Contact ARI Graphix for costs of printing CONTRACT DOCUMENTS (non-refundable) at (505) 884-0862.

Bids for the project will be presented in the form of a unit price bid. The Bidder shall bid all items listed.

Each Bidder must conform to the conditions specified in the section entitled "Instructions For Bidders".

BID GUARANTEE: Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five percent (5%) of the amount of the bid payable to the City of Santa Fe as a guarantee that if the bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor and Material Payment Bonds within fifteen (15) days after the award of the Contract.

The bid shall also include a signed “Campaign Contribution Form”, “Certification of Bidder Regarding Buy American Requirements”, “Certificate of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-segregated Facilities”, "Non-Collusion Affidavit of Prime Bidder", ”Non-Disclosure and Conflict of Interest Statement”, “Subcontractor Listing”, “Disadvantaged Business Enterprise (DBE) Utilization”, “Letter of Intent” for DBE participation, and "Acknowledgement for Receipt of Addenda". The successful Bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess an applicable license to perform the work under this Contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful Bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful Bidder entering into the Construction Contract.

Bids will be held for sixty (60) days subject to action by the City.

3.10.1. The work to be performed with this project consists of furnishing all equipment, labor and materials for the Terminal Apron Reconstruction in accordance with the drawings, specifications, and other Contract Documents.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. Bidders on this work will be required to comply with the President’s Executive Order No. 11246 as amended.

The Bidder's attention is called to the Wage, Labor, EEO, and Safety Requirements bound within these documents.

U.S. Department of Transportation Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

The Contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the Special Provisions.

3.10.2. All Bidders shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 7.29 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the Bidder for this solicitation qualifies as a DBE, the Contract goal shall be deemed to have been met. Individuals who are reputably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Asian-Indian Americans. The apparent successful Bidder will be required to submit information concerning the DBEs that will participate in this Contract. The information will include the name and
address for each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract (subcontract) If the Bidder fails to achieve the Contract goal as stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

Special Notice Regarding EEO. The Contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Special Provisions.

3.10.3. The Bidder must supply all of the information required by the Bid Form. The Bid Form is attached as a separate document and is labeled “SAF182-19F Terminal Apron Recon Bid Form”
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

The successful Bidder will be required to submit a Certification of Non-segregated Facilities prior to award of the Contract, and to notify prospective subcontractors of the requirement for such a Certification where the amount of the subcontract exceeds $10,000. Samples of the Certification and Notice to Subcontractors appear in the specifications.
Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

For contracts of $50,000 or more, a Contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of $50,000 or more, will be required to maintain an affirmative action program within 120 days of the commencement of the Contract.

Pre-Award Equal Opportunity Compliance Reviews. Where the bid of the apparent low responsible Bidder is in the amount of $1 million or more, the Bidder and his known all-tier subcontractors which will be awarded subcontracts of $1 million or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the Bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.

Compliance Reports. Within 30 days after award of this Contract, the Contractor shall file a compliance report (Standard Form 100) if:

(a) The Contractor has not submitted a complete compliance report within 12 months preceding the date of award; and

(b) The Contractor is within the definition of "employer" in Paragraphs 2e(3) of the instructions included in Standard Form 100.

The Contractor shall require the subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
					Subtotal Base Option B:	$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
					Total Base Option B w/NMGRT:	**$ 7,182,098.05**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Brad Revier **PHONE (A/C, No, Ext):** 612-322-6045 **FAX (A/C, No):** 612-349-2490 **E-MAIL ADDRESS:** brevier@holmesmurphy.com
INSURED VITCONPC1 Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Insurance Co of Hartford / 20478 **INSURER B :** The Continental Insurance Company / 35289 **INSURER C :** Valley Forge Insurance Company / 20508 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 900094495 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contr Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7034048000	6/12/2024	6/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]			7034047994	6/12/2024	6/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			7034047980	6/12/2024	6/12/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7034048014	6/12/2024	6/12/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City Department: Santa Fe Regional Airport - Project: Terminal Ramp Reconstruction.

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Molzen Corbin & Associates, Project Owner and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.
See Attached...

CERTIFICATE HOLDER	**CANCELLATION**
James Harris - Airport Manager, Santa Fe Regional Airport 121 Aviation Drive Santa Fe NM 87507	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: VITCONPC1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Holmes Murphy & Associates		Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Item #: 25-0012
Munis Contract #: 3250179
ITB #: 25012

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Vital Consulting Group, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for Terminal Ramp Reconstruction. (Bid Number 25012), including but not limited to reconstruction of the aircraft parking ramp adjacent to the existing Terminal Building, reconstruction of this Terminal Ramp's storm drain system, repainting the pavement markings of the Terminal Ramp, and removing and resetting airport security fencing adjacent to the ramp reconstruction location as described in the Contract Documents.

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

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

B. Project: Terminal Ramp Reconstruction.

C. City Department: Santa Fe Regional Airport

D. Distribution:

City: James Harris - Airport Manager, Santa Fe Regional Airport
121 Aviation Drive
Santa Fe, NM 87507

Contractor: Vincent Martinez, Vital Consulting Group
315 5th St NW
Albuquerque, NM 87102

Engineer: Kent Freier - Molzen Corbin
2701 Miles Rd SE
Albuquerque, NM 87106

2. Compensation

A. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05). The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Option B	$ 6,638,565.50
Gross Receipts Tax (8.1875%)	$ 543,532.55
Total Base Option B (w/NMGRT)	$ 7,182,098.05

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05) including NM Gross Receipts Tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seven million one hundred eighty-two thousand ninety-eight dollars and five cents ($7,182,098.05) in (FY24) through (FY28). The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling seven million, one hundred and forty-five thousand, eight hundred and seventeen dollars and thirty-seven cents ($7,182,098.05) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5,

"Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of **ITB** # 25012 and the Contractor's response to such document are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract

modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: James Garduño – Project Manager, Santa Fe Regional Airport, 121 Aviation Dr. Santa Fe, NM 87507, jdgarduno@santafenm.gov

To the Contractor: Vincent Martinez – President/Managing Member, Vital Consulting Group, LLC., 315 5th St NW, Albuquerque, NM 87102, Vincent.martinez@vitalgrp.net

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City 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 City; 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 City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Liquidated Damages

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar

day that passes until Physical 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.

31. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City 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 City. In addition, the Contractor shall provide to the City 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.

32. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-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.

33. General and Special Provisions

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

B. 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 City 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 comply with the law.

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

D. 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 City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. 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 Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract 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.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. 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.

L. 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.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (Jan 22, 2025 13:52 MST)

ALAN WEBBER, MAYOR

DATE: Jan 22, 2025

CONTRACTOR: VITAL CONSULTING GROUP, LLC.

VINCENT MARTINEZ,
PRESIDENT/MANAGING MEMBER

DATE: Nov 12, 2024

CRS#: 03-206732-00-1

ATTEST:

ANDREA SALAZAR (Jan [illegible], 2025 13:57 MST)

~~GERALYN CARDENAS, INTERIM~~ CITY CLERK

GB MTG 01-15-2025

XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 12, 2024 16:51 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 22, 2025 12:19 MST)

Email: xivigil@santafenm.gov

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Deductive Alternate A2 - 8" PCCP Terminal Ramp, 9" PCCP FBO Ramps - Replace Item #12 of Base Option A with the Following Two Items						
1	P-501	Portland Cement Concrete Pavement, 8" Thickness, Complete	SY	9,510	$124.50	$ 1,183,995.00
2	P-501	Portland Cement Concrete Pavement, 9" Thickness, Complete	SY	11,030	$126.00	$ 1,389,780.00
					Subtotal Deductive Alternate A2:	$ 2,573,775.00
					Subtotal Base Option A, with Item #12 of Base Option A replaced by Subtotal Deductive Alternate A2 (w/o NMGRT):	$ 7,450,091.50
					NMGRT @ 8.1875%:	$ 609,976.24
					Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGRT:	**$** 8,060,067.74

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
Base Option B - PCCP Terminal Apron with Concrete-Treated Base Course						
1	C-105	Mobilization, Complete	LS	1	$575,000.00	$ 575,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	$237,000.00	$ 237,000.00
3	P-101	Sawcut existing pavement, Complete	LF	2,610	$5.25	$ 13,702.50
4	P-152	Unclassified Excavation, Complete	CY	2,700	$17.00	$ 45,900.00
5	P-152	Unclassified Excavation, Removal and Replacement of Unsuitable Material, Complete in Place	CY	10,000	$42.00	$ 420,000.00
6	C-102	Temporary Pollution/Erosion Control	LS	1	$77,875.00	$ 77,875.00
7	P-101	Bituminous Pavement Removal, 4" to 6" Depth, Stockpiling On-Airport, Complete	SY	10,730	$9.00	$ 96,570.00
8	P-101	Removal and Disposal of Existing PCCP, Complete	SY	11,130	$30.00	$ 333,900.00
9	P-152	Subgrade Preparation	SY	21,900	$5.50	$ 120,450.00
10	P-209	Crushed Aggregate Base Course, CIP	CY	3,900	$120.00	$ 468,000.00
11	P-304	Concrete-Treated Base Course, 5", Complete in Place with Bond-Breaking Materials incidental to this item	SY	20,530	$47.00	$ 964,910.00
12	P-501	Portland Cement Concrete Pavement, 10" Thickness, Complete	SY	20,530	$127.00	$ 2,607,310.00
13	P-401	Bituminous Surface Course, 5", Complete in Place, DOT Mix Design in locations adjacent to existing structures	TON	317	$240.00	$ 76,080.00
14	P-602	Bituminous Prime Coat	GAL	400	$8.00	$ 3,200.00
15	P-603	Bituminous Tack Coat	GAL	100	$8.00	$ 800.00
16	P-620	Airfield Marking, Complete in Place	SF	4,200	$2.80	$ 11,760.00

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
17	P-101, D-701	Remove Existing Drop Inlet and Grate, Install New Drop Inlet with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	3	$ 28,750.00	$ 86,250.00
18	D-701	New Drop Inlet, with airport drainage inlet frame, aircraft-rated extra heavy duty ductile iron grate, and connection to storm drain pipes, Complete in Place	EA	1	$ 26,750.00	$ 26,750.00
19	D-701	24" Storm Drain Pipe, Complete in Place	LF	790	$ 170.00	$ 134,300.00
20	F-162	Remove Automatic Security Fence Gate Pedestal Keypad and Associated Bollards, and Reinstall Keypad at the same location, CIP, including all electrical connections to make Gate systems whole.	LS	1	$ 37,275.00	$ 37,275.00
21		Remove and Salvage Exiting Concrete Parking Bumper and Reinstall at the same location after paving operations are complete, CIP.	EA	1	$ 100.00	$ 100.00
22		Install Protection Bollards, CIP.	EA	3	$ 600.00	$ 1,800.00
23	GP's	Construction Staking, Complete	LS	1	$ 109,500.00	$ 109,500.00
24	C-105	Contractor Quality Control Testing, Complete	LS	1	$ 155,500.00	$ 155,500.00
25	P-101, D-701	Remove Existing Storm Drain all sizes including necessary trenching and additional excavation, Complete.	LF	812	$ 39.00	$ 31,668.00
26	P-101, D-701	Remove Existing Storm Drain Manhole, Complete	EA	1	$ 2,350.00	$ 2,350.00
27		Remove and Dispose of Existing Electrical Junction Box. Install new Electrical Junction Box at the same location, adjusted to new pavement grade, CIP.	EA	1	$ 615.00	$ 615.00
					Subtotal Base Option B:	$ 6,638,565.50
NMGRT @ 8.1875%:						$ 543,532.55
					Total Base Option B w/NMGRT:	**$ 7,182,098.05**

Signature: James Harris (May 20, 2025 17:19 MDT)

Email: jcharris@santafenm.gov

Signature: Emily K. Oster

Email: ekoster@santafenm.gov

Amendment 1, Full Packet, Termianl ramp Project, SG

Final Audit Report 2025-05-22

Created:	2025-05-20
By:	JoAnn Lovato (jdlovato@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzNfVRe9IKZrSGpCM2KtFQVc0EXbfxoP_

"Amendment 1, Full Packet, Termianl ramp Project, SG" History

Document created by JoAnn Lovato (jdlovato@santafenm.gov)
2025-05-20 - 10:55:47 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-20 - 11:03:35 PM GMT

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-20 - 11:03:35 PM GMT

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-05-20 - 11:03:35 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-05-20 - 11:03:35 PM GMT

Document emailed to James Harris (jcharris@santafenm.gov) for signature
2025-05-20 - 11:03:36 PM GMT

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-20 - 11:03:36 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-05-20 - 11:04:20 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-05-20 - 11:05:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-05-20 - 11:08:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-20 - 11:15:06 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-20 - 11:15:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by James Harris (jcharris@santafenm.gov)
2025-05-20 - 11:19:27 PM GMT- IP address: 174.205.226.112

Document e-signed by James Harris (jcharris@santafenm.gov)
Signature Date: 2025-05-20 - 11:19:46 PM GMT - Time Source: server- IP address: 174.205.226.112

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-05-21 - 1:11:53 AM GMT- IP address: 98.60.174.143

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-22 - 3:35:09 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-22 - 3:41:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
Signature Date: 2025-05-22 - 7:52:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-22 - 7:52:40 PM GMT

Powered by
Adobe
Acrobat Sign