

The Purchasing Memo

**Date: May 27, 2025**

**To:** Governing Body, Finance Committee, and Public Works & Utilities Committee

**From:** Sebastian Gallegos, Project Administrator

**Via:** Jimmy Gunn, Interim Director

**Subject:** Airport Terminal and Parkin Lot Expansion, Amendment #4

**Vendor Name:** Bradbury Stamm

**Munis Vendor Number:** 1662

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**ITEM AND ISSUE:**

The Santa Fe Regional Airport respectfully requests your review and approval of Amendment #4 to Contract Number 3203030 with Bradbury Stamm for Construction of the Airport Terminal building and Parking Lot Expansion. Amendment #4 increases the amount of compensation by \$174,257.10 not to exceed including NMGRT for a total compensation of \$26,000,000.00 not to exceed including NMRT.

**CONTRACT NUMBER:**

The FY21 Munis contract number is 3203030

**BACKGROUND AND SUMMARY:**

The Airport Terminal Expansion Project is near completion with this Amendment being the final change order. In this Change order the Airport will be credited for remaining balances on allowances, unused contingencies, and changed scope of work that were either not needed or not done, which were reallocated to other portions of this project. For unanticipated costs, services, and agreement for the construction at Santa Fe Regional Airport (SAF) in the total amount of \$161,069.53 plus NMGRT (\$13,187.57) Increasing the contract total, not to exceed (\$25,259,174.05) with Bradbury Stamm Construction, Inc. This change will bring the SAF into Americans with Disabilities Act (ADA), Federal Aviation Administration (FAA), and Transportation Security Administration (TSA) compliances as well as City and State compliances. The Original Contract # 3203030, Item 21-0552, which was effective on October 14, 2021, and expires June 30, 2025. The history of this contract is as follows:

Original contract #3203030, Item #21-0552, totaled \$21,406,646.88 including NMGRT (\$1,665,646.88).

Amendment #1, Item #22-0512, to extend term of contract, no change in amount, total remained (\$21,406,646.88) including NMGRT

Amendment #2, Item #23-0570, change order #1 to extend term of contract & increase contract amount by (\$1,677,297.56) plus NMGRT (\$137,328.73). increased the contract total to (\$23,221,273.17).

Amendment #3, Item #23-0672 change order #2 to extend term of contract & increase contract amount by \$1,722,605.46 plus NMGRT (\$141,038.32). Increased contract total to (\$25,084,916.95)

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** Airport/545

**Munis Org Name/Number:** Airport-Capital Project/5450407

**Munis Object Name/Number:** WIP Construction/572970

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was **NMSA 1978, Section 13-1-102, ITB**

ITB# 22/00/B

**Chief Procurement Officer (CPO) / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** AIR195450B-Construct, AIR195450C-Construct, AIR2454506-Construct

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement document: ITB

Vendor's Bid

Certificate of Liability Insurance

Original contract packet (with previous contract amendments)

Item# \_\_\_\_\_  
Munis Contract# 3203030  
Original Contract Item# 21-0552  
ITB #: 22/00/B

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
Construction Contract 3203030  
ITEM# 21-0552**

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated October 14, 2021 (the "Contract"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction Inc.** (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 the work as noted in the specifications and construction drawings.
- B. Pursuant to Article 13 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. THE WORK

Article 2 of the Contract is amended to reflect the work as described in EXHIBITS "A1-A2", so that Article 2 reads as follows:

The City of Santa Fe wishes to establish a construction agreement for the Santa Fe Municipal Airport Terminal Building Expansion. This procurement will be based on a Lump Sum basis.

The Scope of Bids further defined in the Lump Sum Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved

directives and Change Orders as defined in EXHIBITS “A1-A2” attached.

- 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.

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.

2. CONTRACT SUM

Article 4, paragraph A of the Contract is amended to increase the amount of compensation to include a change order raising costs by \$174,257.10, including New Mexico gross receipts tax, and to ensure that the not-to-exceed amount includes sufficient funds that any work done during FY25 can be paid from the FY25 budget, so that Article 4, paragraph A reads in its entirety as follows:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Twenty-Six Million Dollars, and Five cents (\$26,000,000.00), including New Mexico Gross Receipts Tax.

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. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR: BRADBURY STAMM  
CONSTRUCTION, INC.

\_\_\_\_\_  
ALAN WEBBER, CITY MAYOR

  
\_\_\_\_\_  
Cynthia K. Schultz (Jun 12, 2025 09:42 MDT)  
CYNTHIA SHULTZ, CHIEF EXECUTIVE OFFICER

DATE: \_\_\_\_\_

DATE: **06/12/2025**  
CRS# 01-107415-00-9

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY’S OFFICE:

*Kevin L. Nault*  
\_\_\_\_\_  
Kevin L. Nault (Jun 12, 2025 09:49 MDT)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
FINANCE DIRECTOR

 **AIA** Document G701™ – 2017

**Change Order**

**PROJECT:** *(name and address)*  
 CITY OF SANTA FE  
 SANTA FE REGIONAL AIRPORT TERMINAL  
 RENOVATION & EXPANSION

**CONTRACT INFORMATION:**  
 Contract For: GENERAL CONSTRUCTION  
 Date: OCTOBER 14, 2021

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 03  
 Date: MARCH 31, 2025

**OWNER:** *(name and address)*  
 CITY OF SANTA FE  
 200 LINCLON AVE  
 SANTA FE, NM 87504

**ARCHITECT:** *(name and address)*  
 MOLZEN CORBIN  
 2701 MILES RD SE  
 ALBUQUERQUE, NM 87106

**CONTRACTOR:** *(name and address)*  
 BRADBURY STAMM CONSTRUCTION, INC  
 7110 SECOND STREET NW  
 ALBUQUERQUE, NM 87107

The Contract is changed as follows:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

REFER TO ATTACHED COST PROPOSAL DESCRIPTIONS AND COST BREAKDOWNS

TOTAL: \$ 161,069.53\*

(\*All figures on this Change Order DO NOT include NMGRT which will be added to billings.)

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was	\$ 19,741,000.00
The net change by previously authorized Change Orders	\$ 3,399,903.02
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was	\$ 23,140,903.02
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of	\$ 161,069.53
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ), including this Change Order, will be	\$ 23,301,972.55
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by	( 0 ) days.
The new date of Substantial Completion will be	JULY 9, 2024

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Molzen Corbin & Associates

Bradbury Stamm Construction

City of Santa Fe

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

John Q. Pate, RA / RLA

Amancio Sanchez, Project Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

3/31/2025

05/19/2025

DATE

DATE

DATE

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# MOLZENCORBIN

CHANGE ORDER

#03

3/31/2025

## THE CONTRACT IS CHANGED AS FOLLOWS:

CSC #042.01	Fence relocation of an existing fence at the Gerald Peters Fence	\$	6,942.04
CSC #069a	Reduction of costs from original scope of work on CSC#069 for Broadcasting system	\$	(60,742.00)
CSC #070a	North expansion flooring credit, credit for work shown on CO #02	\$	(30,385.10)
CSC #076b	Credit for work proposed on CSC 76a - Generator did not have the capacity to support the electrical load as previously discussed	\$	(49,820.61)
CSC #079	Provide a Conveyor Programmable Logic Controller (PLC) as requested by TSA & Airlines	\$	58,007.61
CSC #085	RFI #115 - Installation of low voltage concrete vault precast manhole, ring and cover to raise to proper grade	\$	12,811.01
CSC #091	RFI #090 - Convert short term parking to employee parking lot between Signature and Aviation Services	\$	31,237.66
CSC #092	ASI #022 - Construction and installation of (3) airline departure gate podiums	\$	85,991.90
CSC #093	Credit - Leave existing 12" water line noted to be lowered. Lowering the water line is no longer required	\$	(39,695.01)
CSC #094	Short term construction phasing temporary provisions 30 day time extension with General Conditions	\$	73,013.66
CSC #095	RFI #123 - Airplane anchoring detailing and trash enclosure foundation detailing clarifications	\$	14,562.95
CSC #096	RFI #124 - Roadway Signage credit to Owner	\$	(10,000.00)
CSC #097.01	RFI #112 - Deletion of entrance road concrete islands & landscaping	\$	(5,753.32)
CSC #098	RFI #120 - Long term parking lot entrance / exit concrete curb modifications	\$	17,442.69
CSC #099.01	Short term parking phasing work to keep airport operational and accommodate traffic flow	\$	13,007.56
CSC# 100	Grading at airplane and dumpster pad	\$	12,617.21
CSC #101	Asphalt patching between Gate '0' and Aviation Drive to remedy ponding issue.	\$	10,284.54
CSC #102	Asphalt patching at new baggage claim to accommodate ADA ramp / deck and light pole	\$	2,316.93
CSC #103	ASI #025 - Installation of concrete retaining wall & header curb between dumpster driveways	\$	13,249.00
CSC #104	Signature Aviation concrete work that included 6" drive pad, 4" sidewalk and ADA ramp to tie into existing concrete flat work	\$	34,489.95
CSC #105	Install downspout to re-direct water from canale above electrical equipment in the Mechanical Courtyard	\$	3,073.71
CSC #106	Planters A&B shown on Sheet L-102 did not received irrigation, it was an oversight by the Landscape Sub-contractor. Credit for irrigation and plants provided.	\$	(3,436.75)
CSC #107	ASI #09 - Vestibule 102 was converted to Office 102. Same footprint used which eliminated the need for concrete footings. Credit to Owner	\$	(2,998.00)
CSC #108.01	Deletion of the Irrigation fence and gates since the irrigation controller was relocated to the backside of the monument sign	\$	(6,500.00)
CSC #109	Utility locates not previously included in previous Allowance D	\$	9,498.76
Allowance	Electrical Allowance - Remaining Balance Not Used	\$	(876.50)
Allowance	Gas Allowance - Remaining Balance Not Used	\$	(1,270.26)
Allowance	Water Allowance- Remaining Balance Not Used	\$	(6,764.56)
Allowance	Locate & Modify Allowance - Remaining Balance Not Used	\$	(2,995.05)
Allowance	Special Testing Allowance - Remaining Balance Not Used	\$	(6,936.00)
Allowance	Value Engineering 001 - Remaining Balance Not Used	\$	(1,387.09)
Allowance	Value Engineering 002 - Remaining Balance Not Used	\$	(982.40)
Allowance	Water Allowance (CSC #051) - Remaining Balance Not used	\$	(3,079.00)
Contingency	Construction Contingency - Remaining Balance Not Used	\$	(3,856.00)
		Sub-total	\$ 161,069.53
		<b>Total:</b>	<b>\$ 161,069.53</b>



**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
TO CONSTRUCTION AGREEMENT  
ITEM# 21-0552**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 14, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc.** (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 Agreement, the Contractor has agreed to provide the work as noted in the specifications and construction drawings.

B. Pursuant to Article 13 of the Agreement, 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. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3, paragraph 1 of this Agreement is hereby amended to increase the term by 150 calendar days as follows:

“Substantial completion shall be achieved not later than nine hundred seventy-three (973) calendar days after the date of the written “Notice to Proceed”, except as hereafter extended by a valid written Change Order by the Owner.”

2. SCOPE OF SERVICES

Article 1 of the Agreement is amended to include Exhibit "A", "B" and "C" to this Amendment 3 in the list of Contract Documents.

3. COMPENSATION.

Article 4, of the Agreement is amended to increase the amount of compensation by a total of \$1,722,605.46 so that Article 4, paragraph A reads in its entirety as follows:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Twenty-Three Million One Hundred Forty Thousand Dollars Nine Hundred and Three dollars and Two cents. (\$23,140,903.02).

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

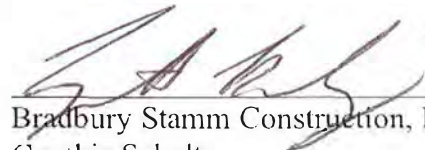
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Dec 4, 2023


CONTRACTOR:



Bradbury Stamm Construction, Inc  
Cynthia Schultz  
Chief Executive Office

DATE: 10/26/23  
CRS# 01-107415-00-9  
Registration # 227459

ATTEST:

  
Geraldyn Cardenas (Dec 5, 2023 16:20 MST)


GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 11/29/2023 *XIV*

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Oct 25, 2023 13:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

  
Emily K. Oster (Nov 5, 2023 21:00 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.572970 AL  
Org/Object AL

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
TO CONSTRUCTION AGREEMENT  
ITEM# 21-0552**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 14, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc.** (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 Agreement, Contractor has agreed to provide the work as noted in the specifications and construction drawings.

B. Pursuant to Article 13 of the Agreement, 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. THE CONTRACT DOCUMENTS:

Article 1 of the Agreement is hereby amended to include Exhibits A and B to this Amendment 2 in the list of Contract Documents.

2. THE WORK

Article 2 of the Agreement is amended to include Exhibit "A" and Exhibit "B".

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is hereby amended to increase the term by 345 calendar days as follows:

“Substantial completion shall be achieved not later than eight hundred twenty three (823) calendar days after the date of the written “Notice to Proceed”, except as hereafter extended by a valid written change order by the Owner.”

4. COMPENSATION.

Article 4 of the Agreement is amended to increase the amount of compensation by a total of \$1,677,297.56 so that Article 4 reads in its entirety as follows:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of twenty-one million four hundred eighteen thousand two hundred and ninety-seven dollars and fifty-six cents (\$21,418,297.56).

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Sep 15, 2023

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV  
GB MTG 09/13/2023

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Aug 30, 2023 09:01 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 15, 2023 11:50 MDT)

EMILY OSTER, FINANCE DIRECTOR

5450407.572970 AH  
Org/Object AH

CONTRACTOR:

Bradbury Stamm Construction, Inc



Cynthia Schultz  
Chief Executive Office

DATE: 8/31/2023

CRS# 01-107415-00-9

Registration # 227459

**CITY OF SANTA FE  
AMENDMENT No. 1  
TO CONSTRUCTION AGREEMENT  
ITEM# 21-0552**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 13, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc.** (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 Agreement, Contractor has agreed to provide the work as noted in the specifications and construction drawings

B. Pursuant to Article 13 of the Agreement, 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. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is hereby amended to increase the term by **118** calendar days as follows:

“Substantial completion shall be achieved not later than four-hundred and seventy eight (478) calendar days after the date of the written “Notice to Proceed”, except as hereafter extended by a valid written change order by the Owner.”

2. TERM:

Article 11 of the Agreement is hereby amended, so that Article 11 reads as follows:


THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY OWNER. This Agreement shall be approved by the OWNER and terminate on **June 30, 2025**. The OWNER reserves the right to renew the Contract on an annual basis by mutual agreement not to exceed a total of four years in accordance with NMSA, 1978 Sections 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
Alan Webber (Oct 29, 2022 03:12 CDT)  
ALAN WEBBER, MAYOR

DATE: Oct 29, 2022

ATTEST:

  
KRISTINE BUSTOS MIHELICIC, CITY CLERK  
GB MTG 10/26/2022 

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Oct 4, 2022 08:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
Emily K. Oster (Oct 28, 2022 17:51 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org and Object

CONTRACTOR:

  
Bradbury Stamm Construction, Inc  
Cynthia Schultz  
Chief Executive Office

DATE: 10/5/22  
CRS# 01-107415-00-9  
Registration # 227459



CITY OF SANTA FE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this 14th day of Oct., 2021, by and between the parties as follows:

**Awarded Contractor(s):**

Bradbury Stamm Construction, Inc.  
7110 Second Street NW  
Albuquerque, NM 87107

**Contract Number: #3203030**

**Ship To:**

All City of Santa Fe Departments and Political  
Subdivisions allowed by Law

**Title: Santa Fe Regional Airport  
Terminal Building Expansion Bid # 22/14/B**

**Invoice To:**

City of Santa Fe  
Accounts Payable  
PO Box 909  
Santa Fe, NM 87504-0909

**Payment Terms: Net 30**

**F.O.B.: Destination**

**Term:**

**Delivery: As requested by Department**

**Chief Procurement Officer:**

Fran Dunaway

**Telephone No: 505-955-6432**

**Email: [fdunaway@santafenm.gov](mailto:fdunaway@santafenm.gov)**

## RECITALS

**WHEREAS**, the Owner, through its Governing Body, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 (Repl.Pamp. 1997), Municipal Charter and Code of Ordinances City of Santa Fe, New Mexico; and

**WHEREAS**, the Owner has let this contract according to the established Purchasing procedures pursuant to Chapter 13 NMSA 1978 for Contracts of the type and amount; and

**WHEREAS**, the award of the Construction Contract on this Project was approved by the City of Santa Fe Governing Body.

The OWNER and the CONTRACTOR agree as set forth below:

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

ITB # 22/00/B	Notice to Proceed
This Agreement	Conditions of the Contract (General 7000, Supplementary, 8000, and Other Conditions)
Performance Bond	Drawings
Labor and Material Payment Bond	Certificate of Insurance
Technical Specifications	
All Addenda Issued Prior to, and all Modifications	

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this Agreement, or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The City of Santa Fe wishes to establish a construction agreement for the Santa Fe Municipal Airport Terminal Building Expansion. This procurement will be based on a Lump Sum basis.

The Scope of Bids further defined in the Lump Sum 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 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.

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.

### **ARTICLE 3**

#### **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". Substantial Completion shall be achieved not later than three hundred and sixty (360) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Two Hundred and Fifty Dollars (\$ 250.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

### **ARTICLE 4**

#### **CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Nineteen Million Seven Hundred and Forty-One Thousand Dollars and no Hundredths (\$19,741,000.00).

**The Contract sum is determined as follows:**

**Lump Sum Nineteen Million Seven Hundred and Forty-One Thousand Dollars and No Hundredths (\$19,741,000.00), exclusive of New Mexico Gross Receipts Tax.**

### **ARTICLE 5**

#### **PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account, of the Contract Sum, to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the Owner, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect/Engineer shall determine for all

incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

## **ARTICLE 6**

### **FINAL PAYMENT**

Final, payment, constituting the entire undisputed, unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within ten (10) days after notification of the Owner, by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

## **ARTICLE 7**

### **GENERAL AND SPECIAL PROVISIONS**

- 7.1 This Agreement shall be governed exclusively by the provisions hereof, and by the City of Santa Fe, as the same from time to time exist.
- 7.2 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.
- 7.3 As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.
- 7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.
- 7.5 This Agreement shall not become effective until:
- A. Approved by the Governing Body of the City of Santa Fe ; and
  - B. Signed by all parties which are required to sign this Agreement.
- 7.6 The Contractor and his agents and employees are independent contractors, and are not employees of the City of Santa Fe. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the City of Santa Fe, as a result of this Agreement.

- 7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.
- 7.8 The Contractor agrees not to purport to bind the City of Santa Fe to any obligation not assumed herein by the City of Santa Fe unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 7.9 **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

City of Santa Fe  
 Santa Fe Municipal Airport  
 200 Lincoln Ave.  
 Santa Fe, New Mexico 87504  
 Telephone: (505)  
 Email:

THE CONTRACTOR:

Bradbury Stamm Construction, Inc.  
 7110 2nd Street NW  
 Albuquerque, New Mexico 87107  
 Telephone: (505) 765-1200  
 Email: [CSchultz@bradburystamm.com](mailto:CSchultz@bradburystamm.com)

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

- 7.10 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.
- 7.11 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.
- 7.12 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 7.13 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.
- 7.14 **Separability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 7.15 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be

construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

- 7.16 **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 7.17 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 7.18 **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 meanings. In the event of a conflict, the more stringent meaning shall govern.
- 7.19 **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.
- 7.20 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 7.21 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1, and except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 7.21.1 The following documents bound in the Project Manual dated: September 20, 2021

<b>DOCUMENTS</b> (if not applicable insert N/A)	<b>PAGE</b>
Bid Form	35
Agreement between Owner and Contractor	107
Performance Bond	119
Labor and Material Payment Bond	
Agent's Affidavit	*Accompanies Bid
Certificate of Insurance	*Accompanies Bid
Assignment of Antitrust Claims	
Notice to Proceed	135
General Conditions	139
Supplementary Conditions	193
Addenda and Modifications	

<b>SPECIFICATIONS</b> (if not applicable insert N/A)	<b>See Technical Specifications</b>
<b>Division 1 - General Requirements</b>	
Summary of Work	Section 01 10 00 – Summary
Definitions and Standards	Section 01 42 00 – Reference Standards
Reporting and Payment	Section 01 29 00 – Payment Procedures
Procedures and Controls	Section 01 33 00 – Submittal Procedures and Section 01 45 00 – Quality Control
Submittals	Section 01 33 00 – Submittal Procedures
Temporary Facilities	Section 01 50 00 – Temporary Facilities and Controls
Products and Substitutions	Section 01 60 00 – Product Requirements
Project Close out	Section 01 78 00 – Closeout Submittals

7.21.2 The following Drawings, dated: September 20, 2021

7.21.3 Addenda (if not applicable insert N/A)

No.   1        Date: September 13, 2021

No.   2        Date: September 15, 2021

No.   3        Date: September 20, 2021

7.22 A potential contractor, or the Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If contractor fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

## 8. Appropriations

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

## 9. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Owner, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## 10. New Mexico Tort Claims Act

Any liability incurred by the Owner in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Owner 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

## 11. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE OWNER. This Agreement shall begin on date approved by the Owner, and end on June 30, 2025. The Owner reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

## 12. Termination

A. Grounds. The Owner may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Owner’s uncured, material breach of this Agreement.

B. Notice; Owner Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 12.A and 8, the Owner shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give Owner written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Owner’s material breaches of this Agreement upon which the termination is based and (ii) state what the Owner must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Owner 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 Owner 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 Agreement 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 Owner; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Owner; or (iii) the Agreement is terminated pursuant to Paragraph 8, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Owner’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 Agreement. 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 OWNER’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

## 13. Amendment

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

**REVIEWED:**

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Oct 14, 2021

CONTRACTOR:



Bradbury Stamm Construction, Inc.

Cynthia Schultz  
Chief Executive Officer

DATE: 10/7/21

CRS#01-107415-00-9

Registration #227459

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK   
GB MTG 10/13/2021

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Oct 8, 2021 09:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

Org. Name Org#