



City of Santa Fe, New Mexico

memo

DATE: January 21, 2014

TO: Public Works Committee

FROM: Francey Jesson, Airport Manager 

VIA: Jon Bulthuis, Transportation Department Director 

ITEM & ISSUE:

- Request for approval of Change Order #1 to Taxiway F Extension Construction RFB No. 14/13/B, contract #13-1061, in the amount of \$3,762.47.

BACKGROUND & SUMMARY:

The Santa Fe Municipal Airport is in the process of constructing an extension to Taxiway F which involves significant paving operations. The closest gate the contractor can use for access of the asphalt trucks is too narrow to permit the trucks to make the 90 degree turn off the public road. This change order will allow us to widen and reconstruct the gate from 16 feet to 24 feet. At the end of this project, we will retain the widened gate which will allow better construction access for any future projects.

This project is being funded by federal, state and City dollars. The breakdown of the costs of this Change Order is as follows:

Federal Share (93.75%)	\$3,527.32
State Share (3.125%)	\$117.58
City Share (3.125%)	\$117.57
Total CO Cost	\$3,762.47

ACTION REQUESTED:

- Request for approval of Change Order #1 to Taxiway F Extension Construction RFB No. 14/13/B, contract #13-1061, in the amount of \$3,762.47.

Cc: Robert Rodarte, Purchasing Officer



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

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Albuquerque Asphalt, Inc.

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$1,306,799.37

Termination Date: 180 days from execution

☒ Approved by Council Date: October 30, 2013

☐ or by City Manager Date: _____

Contract is for: construction of extension to taxiway F

Amendment # Change Order 1 to the Original Contract# 13-1061

Increase/(Decrease) Amount \$ 3,762.47

Extend Termination Date to: None

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: Change Order #1 to widen and reconstruct truck access gate.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 1,306,799.37 of original Contract# 13-1061 Termination Date: 180 days from execution

Reason: construction of extension to taxiway F

Amount \$ 3,762.47 amendment # 13-1061 CO 1 Termination Date: no change

Reason: widen and reconstruct truck access gate.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 1,310,561.85



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

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

RFP# 14/13/B Date: September 13, 2013

RFQ ☐ _____ Date: _____

Sole Source ☒ _____ Date: _____

Other _____

6 Procurement History: 180 day contract
example: (First year of 4 year contract)

7 Funding Source: Federal, State Grants, City CIP **BU/Line Item:** 52811.57297

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Francey Jesson

Phone # _____ -2901

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:

Change Order #1

CITY OF SANTA FE, NEW MEXICO
CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO: One (1) **DATE:** 1/20/2014

CONTRACT IDENTITY: SAF Taxiway F Extension; AIP 3-35-003-40-2013; City 14/13/B
NMDOT AD SAF-14-01

CONTRACTOR: Albuquerque Asphalt, Inc. **ADDRESS:** 202 94th Street SW
Albuquerque, NM 87121

DESCRIPTION AND REASON FOR CHANGES: Remove and replace gate on Huey Road for
haul truck access.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>1,306,799.38</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>1,306,799.38</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>3,762.47</u>
4. Total Revised Contract Amount Including This Change Order	<u>1,310,561.85</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>180 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>0 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>180 Days</u>
5. Original Contract Completion Date	<u>5/31/2014</u>
6. Revised Contract Completion Date Including This change Order	<u>5/31/2014</u>
7.	

APPROVED:

Contractor

Date

Engineer

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	
31	F-162	Remove and Replace Gate I for Construction Access, Complete in Place, Including Temporary Widening and Restoration to a 24' Swing Gate as Before But with Extra Width for Emergency Access.	LS	-	-	1.00	3,477.73	1.00	3,477.73	3,477.73
		Subtotal								3,477.73
		NMGRT	%		8.1875					284.74
		Total Change Order								3,762.47

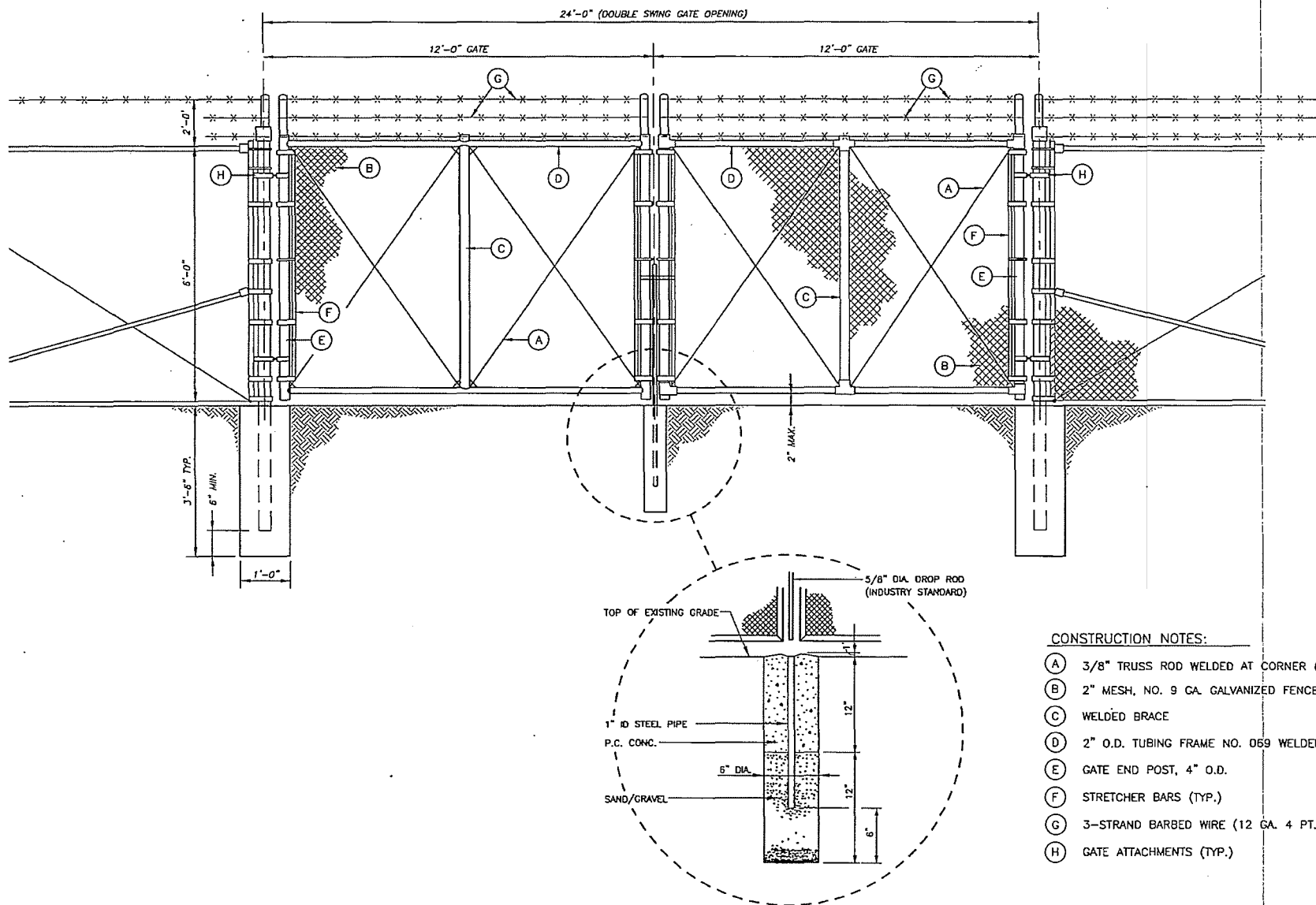
CONTRACT TIME

Original Contract Start Date	12/2/2013
Construction Time	180 calendar days
Original Contract End Date	5/31/2014
Additional Time for for Change Order Work	0 calendar days
New Completion Date	5/31/2014

Change Order Justification

Haul trucks cannot make the narrow 90 degree turn from Huey Road to Gate I access. Wider turn is needed. Contractor to remove the existing 16' gate, install a temporary wider gate, 24', and then rebuild the gate to a 24' swing gate, 2-12' swings when construction complete.

The wider gate benefits the airport in removing crashed aircraft or other large debris in that area of the airport perimeter.



Santa Fe Municipal Airport - Santa Fe, New Mexico

MOLZENCORBIN

FIGURE 1
24' Wide Double Swing Gate

ITEM # 13-1061

Construction Agreement

(Revised 3/30/2011)

This Agreement is entered into this 30th day of October, 2013,
by and between the CITY OF SANTA FE, herein known as the Owner, and
Albuquerque Asphalt, Inc., herein known as the Contractor.

For the following:

PROJECT:	Santa Fe Municipal Airport Taxiway F Construction
PROJECT NO.:	C.I.P. Project # 14/13/B
ARCHITECT OF RECORD:	Molzen Corbin 2701 Miles Road SE Albuquerque, New Mexico 87106

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ARCHITECT	_____
USER DIVISION	_____
OTHER	_____
FAA	_____
NMDOT – AD	_____

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of October 30, 2013.

The OWNER and the CONTRACTOR agree:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2 THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project Taxiway F Construction. (Bid Number 14/13/B).

The work designated as Taxiway F Construction, consists of, but is not limited to: New asphalt taxiway and a medium intensity taxiway lighting system, as described in the Contract Documents, and alternates as accepted by the Owner.

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

Contractor shall be responsible for all soils testing and any other testing required for the project.

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

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial

Completion shall be achieved no later than One Hundred-Eighty (180) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of One Million Three Hundred Six Thousand Seven Hundred Ninety-Nine and 37/100 Dollars (\$1,306,799.37). The Contractor agrees that if it ever receives a partial or total refund of Gross Receipt Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of \$98,897.00 is 8.1875% of Base Bid and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Bid	\$ 1,207,902.37
Gross Receipts Tax (rate in decimal form)	8.1875%
Subtotal	\$ 1,207,765.02
Alternate No. _____ (tax included)	\$ 0.00
(tax included)	
TOTAL CONTRACT AMOUNT	\$ 1,306,799.37

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to achieve Substantial Completion by the contract date set forth in Article 3 herein or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand and 00/100 dollars (\$1,000.00) per consecutive calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the 180-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract (See Article 4.10, Progress Schedules of Section 00700, General Conditions of the Contract).

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

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

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

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

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. If the Contractor is permitted to subcontract, the Contractor agrees to comply with the provisions of the Subcontractors Fair Practices Act, Section 13-4-31 through 13-4-43 NMSA 1978. Further, if permitted to subcontract, the Contractor shall comply with all provisions of the Prompt Payment Act, Sections 57-28-1 through 57-28-11 NMSA 1978.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Owner, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Transportation Department Aviation Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
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CONTRACTOR	Albuquerque Asphalt, Inc. PO Box 66450 Albuquerque, New Mexico 87193
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New Mexico License # 018484

9.15 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

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

9.17 This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

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

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

9.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

9.21 Entire Agreement. This Agreement represents the entire Contract between the parties and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

9.23 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

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

9.26 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Owner and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

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

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

OWNER:
CITY OF SANTA FE

David Coss
DAVID COSS, MAYOR

DATE: 11-7-13

ATTEST:

YOLANDA Y. VIGIL ccmtg 103013
CITY CLERK

APPROVED AS TO FORM:

Judith Zamora
GENO ZAMORA, CITY ATTORNEY 9/30/13

APPROVED:

Marcos A. Tapia 11/6/13
MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52811.572970

CONTRACTOR:
Robert B. Wood

By: Robert B. Wood President
(name of signer), (title of signer)

Date: 11/13/13

NM Taxation & Revenue CRS No. 01137714003
City of Santa Fe Business Reg. No. 13-00111800