

Date: December 10, 2024

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

Via: James Harris, Airport Director^{SF}
James Garduno, Project Manager^{PM} *JAMES GARDUNO*

From: Sebastian Gallegos, Airport Project Administrator

Subject: Terminal Ramp Reconstruction

Vendor Name: Vital Consulting Group, LLC.

Vendor Number: 5092

ITEM AND ISSUE:

Request for the approval of Construction Contract in the total amount of \$7,182,098.05 including NMGR to complete a 2 phased demolition and reconstruction of the Terminal Ramp at the Santa Fe Regional Airport.; 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.

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:** Dec 11, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-104

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:  **Date:** Dec 11, 2024
Comment/Exceptions:

Project Ledger #: AIR2554506

Budget Officer Approval:  **Date:** Dec 11, 2024
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: _____ **Date:** _____

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:

Vendor's Quote

Certificate of Liability Insurance

Construction Contract

CPO Determination

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
<i>Total Base Option B (w/NMGRT)</i>	<i>\$ 7,182,098.05</i>

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

CONTRACTOR: VITAL CONSULTING GROUP, LLC.


VINCENT MARTINEZ,
PRESIDENT/MANAGING MEMBER

DATE: Jan 22, 2025

DATE: Nov 12, 2024
CRS#: 03-206732-00-1

ATTEST:


ANDREA SALAZAR (Jan 22, 2025 13:57 MST)

~~GERALYN CARDENAS, INTERIM CITY CLERK~~

GB MTG 01-15-2025

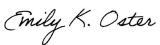
XIV

CITY ATTORNEY'S OFFICE:


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

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

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 NMGR):					\$ 7,450,091.50	
NMGR @ 8.1875%:					\$ 609,976.24	
Total Base Option A, with Item #12 of Base Bid Replaced by Deductive Alternate A2 w/ NMGR:					\$ 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	CSP	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 Existing 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 E-MAIL ADDRESS: brevier@holmesmurphy.com FAX (A/C, No): 612-349-2490
INSURED Vital Consulting Group, LLC PO Box 94778 Albuquerque NM 87199	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Co of Hartford INSURER B: The Continental Insurance Company INSURER C: Valley Forge Insurance Company 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		7034048000	6/12/2024	6/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7034047994	6/12/2024	6/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7034047980	6/12/2024	6/12/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	7034048014	6/12/2024	6/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 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
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

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

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.

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



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*



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

Email: xivigil@santafenm.gov










25-0012 Vital Consulting Group

Final Audit Report

2025-01-22

Created:	2025-01-22
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA10tHdWNOHqySC990IT9C7wcF4o2cxGF_

"25-0012 Vital Consulting Group" History

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-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-01-22 - 7:19:15 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-01-22 - 7:19:19 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
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-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-01-22 - 8:52:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-01-22 - 8:53:02 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-01-22 - 8:56:59 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-01-22 - 8:57:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-01-22 - 8:57:10 PM GMT