

City of Santa Fe New Mexico

MEMO

DATE: November 16, 2020

TO: Public Works and Utilities Committee/Finance/City Council

VIA: 
Regina Wheeler, Public Works Department Director
Mark Baca, C.M., Airport Manager *MB*

FROM: John Dickinson, C.M., Airport Operations Manager *JD*

ISSUE: Request Approval of Awarded Bid # '21/02/B to Albuquerque Asphalt, Inc.

ACTION:

Request for Approval of Award of Bid # '21/02/B to low bidder Albuquerque Asphalt, Inc. for \$2,456,103.13 Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jdickinson@santafenm.gov, 955-2909)

SUMMARY:

Bid lot 1 for Taxiway Golf covers one of the Santa Fe Regional Airport's primary taxiways, which is experiencing significant pavement failures and is in need of reconstruction due to the amount of aircraft traffic it receives. The realignment and reconstruction will mitigate pavement failures and provide pavement strength for the airport's expanding commercial flight operations. This project will start in March 2021 and should be completed by mid-June 2021.

Bid lot 2 includes the existing edge lighting and guidance sign system consisting of stake-mounted quartz lights and direct-buried cable. The existing edge lights and guidance signs will be removed, salvaged and stockpiled. Primary power and communication cables are going to be relocated as a result of the new taxiway alignment, and the existing direct-bury cable will be abandoned in place. A new LED edge lighting and signing system will be installed to include wire-in conduit and edge lights on cans. The edge lights will be 24" LED fixtures to include an arctic kit.

Three sealed bids were received with Albuquerque Asphalt, Inc. being the lowest bidder by \$138,982.56 over the second place bidder and at a cost lower than the Engineer's original opinion of probable cost which was \$2,755,925.84. Albuquerque Asphalt, Inc. has completed numerous construction projects for the Santa Fe Regional Airport in the past seven years with excellent results.

BUDGET:

This project is funded by 93% FAA Grant #3-35-0037-052-2020 and #3-35-0037-053-2020, as well as, a 3.5% Grant #SAF-20-03 from the New Mexico Department of Transportation Aviation Division (NMDOTAD) with the remaining 3.5% matching funding by the City.

Secured grant funding is available for this project in Org/Object #5450407.572970, Project String AIR19545OE. City of Santa Fe Munis contract #3202399 has been issued to this procurement.

ATTACHMENTS:

Construction Contract
Summary of Contract Form
Bid Tab
Procurement Checklist
Contractor's Certificate of Insurance(s)

B.1 CONSTRUCTION AGREEMENT

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Albuquerque Asphalt, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

Taxiway G construction to include approximately 2,400 linear feet of new taxiway construction beginning at Runway 2-20 and extending to Runway 15.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures and as described in Attachment 1:

1) Specifications dictate minimum requirements for project acceptance.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on page 295.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Compensation not to exceed (\$2,264,994.24), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$191,108.89) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$2,456,103.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment 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 thirty (30) 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 thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30 of 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

- A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **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 AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 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.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional 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 Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement 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 13 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. 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.

B. If the City proposes an amendment to the Agreement 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 Agreement, 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) Agreement compensation, as outlined in Article 2; or
 - 5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, 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 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, 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 Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

23. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. 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 Agreement, 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 Agreement. 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 Agreement 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.

25. 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 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.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

28. Notices.

Any notice required to be given to either party by this Agreement 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: Santa Fe Regional Airport
Name: John Dickinson
Address: 121 Aviation Dr. Suite 1, Santa Fe, NM 87507
Email: jdickinson@santafenm.gov

To the Contractor: Albuquerque Asphalt, Inc.
Name: Robert B. Woods
Address: P.O Box 66450 Albuquerque, NM, 87193
Email: bobw@alb-asphalt.com

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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.

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
CITY MAYOR

DATE: _____

ATTEST:

Yolanda Y. Vigil
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 3, 2020 09:43 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy
FINANCE DIRECTOR

5450407.572970/Project String AIR-195450E
Business Unit Line Item

AL
AL

CONTRACTOR:
Albuquerque Asphalt, Inc.

R.B. Wood
NAME Robert B. Wood
President

TITLE

DATE: 11/17/20

CRS#: 011-37714-003

Registration #: 20-00111800

Attachment 1

Scope of Work

Performance Measures

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: To reconstruct the deteriorating pavements on Taxiway G and reconfigure the alignment to meet current FAA standards. The lighting system will be updated concurrently to include new LED edge lights and guidance signs.

Objective: To complete the project through a traditional Design-Bid-Build method. The engineering consultant will design the project per FAA standards and upon Completion the project will be Bid and awarded to the lowest successful Bidder. The contractor will construct the new taxiway in accordance with the Plans and Specifications to completion.

Activities: The Contractor is expected to perform pavement removal and new pavement construction. The Work items include clearing and grubbing, excavation, borrow, pavement removal, subgrade preparation, subbase, base course and bituminous surface course construction, grading and marking. Additionally, the taxiway edge lighting system will be upgraded which includes removal of existing fixtures and installation of new cable in conduit, counterpoise, LED taxiway edge lights and guidance signs and performing all related electrical tasks.

A contract time will be established to control project schedule and quality assurance tests will be performed to ensure acceptability of work performed and materials furnished. Minimum performance standards are provided in specifications.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202399

Contractor: Albuquerque Asphalt, Inc

Description: Taxiway Golf Reconstruction and Alignment.

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/31/2021 Term End Date: 06/30/2022

Approved by Council Date: TBD

Contract / Lease: Construction Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History:

John Dickinson
John Dickinson (Nov 18, 2020 17:03 MST)

Purchasing Officer Review:

Nov 18, 2020

Date:

Comment & Exceptions: award from ITB 21/02/B Taxiway Golf Constrction

4. Funding Source: Federal Aviation Administration

Alexis Lotero
Alexis Lotero (Nov 18, 2020 16:22 MST)

Budget Officer Approval:

Org / Object: 5450407.572970

Nov 18, 2020

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: John Dickinson Phone # 955-2909

Email: jdickinson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
 Santa Fe Regional Airport
 Taxiway G Construction
 AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
 Bid Date: July 23, 2020 @ 2:00 p.m.

Item / Spec No.	Description	Unit	Quantity	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid Lot 1 - Taxiway G Pavement Construction											
1	C-105 Mobilization, Complete	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 84,890.00	\$ 84,890.00	\$ 149,000.00	\$ 149,000.00	\$ 107,000.00	\$ 107,000.00
2	CSPP Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 32,500.00	\$ 32,500.00	\$ 30,500.00	\$ 30,500.00	\$ 26,000.00	\$ 26,000.00
3	C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,700.00	\$ 3,700.00	\$ 4,200.00	\$ 4,200.00	\$ 12,000.00	\$ 12,000.00
4	P-101 Sawcut Existing Pavement, Complete	LF	286	\$ 2.50	\$ 715.00	\$ 6.00	\$ 1,716.00	\$ 2.90	\$ 829.40	\$ 6.00	\$ 1,716.00
5	P-101 Bituminous Pavement Pulverization and Removal, 5" Depth, Hauling, Temporary Stockpiling On-Airport, Complete	SY	16,285	\$ 4.00	\$ 65,140.00	\$ 3.35	\$ 54,554.75	\$ 2.50	\$ 40,712.50	\$ 6.00	\$ 97,710.00
6	P-101 Removal of Existing Drop Inlet, Complete	EA	2	\$ 500.00	\$ 1,000.00	\$ 740.00	\$ 1,480.00	\$ 765.00	\$ 1,530.00	\$ 1,500.00	\$ 3,000.00
7	P-101 Removal of Existing 12" Corrugated Metal Pipe (CMP), Complete	LF	160	\$ 30.00	\$ 4,800.00	\$ 18.50	\$ 2,960.00	\$ 23.00	\$ 3,680.00	\$ 15.00	\$ 2,400.00
8	P-101 Removal of Existing 18" Reinforced Concrete Pipe (RCP), Complete	LF	135	\$ 75.00	\$ 10,125.00	\$ 25.00	\$ 3,375.00	\$ 25.00	\$ 3,375.00	\$ 35.00	\$ 4,725.00
9	P-151 Clearing and Grubbing	AC	6	\$ 3,000.00	\$ 18,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,700.00	\$ 10,200.00	\$ 1,000.00	\$ 6,000.00
10	P-152 Unclassified Excavation	CY	8,000	\$ 9.00	\$ 72,000.00	\$ 7.85	\$ 62,800.00	\$ 6.00	\$ 48,000.00	\$ 9.00	\$ 72,000.00
11	P-152 On-Site Borrow Excavation, Removal and Replacement of Existing Unsuitable Material	CY	10,000	\$ 11.00	\$ 110,000.00	\$ 7.70	\$ 77,000.00	\$ 10.00	\$ 100,000.00	\$ 24.50	\$ 245,000.00
12	P-155 Hydrated Lime	TONS	580	\$ 260.00	\$ 150,800.00	\$ 280.00	\$ 162,400.00	\$ 235.00	\$ 136,300.00	\$ 250.00	\$ 145,000.00
13	P-155 Lime-Treated Subgrade, 12" Minimum	SY	19,510	\$ 3.00	\$ 58,530.00	\$ 2.20	\$ 42,922.00	\$ 8.00	\$ 156,080.00	\$ 8.50	\$ 165,835.00
14	P-209 Crushed Aggregate Base Course, 7" Thickness	CY	3,800	\$ 65.00	\$ 247,000.00	\$ 91.00	\$ 345,800.00	\$ 62.00	\$ 235,600.00	\$ 109.00	\$ 414,200.00
15	P-403 Asphalt Mix Pavement Base Course, 5" Thickness	TON	5,500	\$ 100.00	\$ 550,000.00	\$ 83.65	\$ 460,075.00	\$ 89.50	\$ 492,250.00	\$ 110.00	\$ 605,000.00
16	P-401 Bituminous Surface Course, 4" Thickness, Complete in Place	TON	4,270	\$ 100.00	\$ 427,000.00	\$ 90.00	\$ 384,300.00	\$ 90.25	\$ 385,367.50	\$ 110.00	\$ 469,700.00
17	P-602 Bituminous Prime Coat	GAL	5,510	\$ 2.75	\$ 15,152.50	\$ 1.25	\$ 6,887.50	\$ 4.00	\$ 22,040.00	\$ 3.00	\$ 16,530.00
18	P-603 Bituminous Tack Coat	GAL	3,857	\$ 2.00	\$ 7,714.00	\$ 3.07	\$ 11,840.99	\$ 2.60	\$ 10,028.20	\$ 2.00	\$ 7,714.00
19	P-620 Runway and Taxiway Painting, Including Temporary Coat and Final Coat with Glass Bead Application, Complete in Place	SF	6,600	\$ 2.50	\$ 16,500.00	\$ 2.52	\$ 16,632.00	\$ 3.10	\$ 20,460.00	\$ 5.00	\$ 33,000.00
20	T-901 Seeding with Hydromulch	AC	5	\$ 3,000.00	\$ 15,000.00	\$ 1,550.00	\$ 7,750.00	\$ 3,200.00	\$ 16,000.00	\$ 2,400.00	\$ 12,000.00
21	Linear Grading After Construction, Shape and Grade Shoulders to Provide the 1-1/2" Maximum drop-off from Pavement Edge, Complete	LF	4,900	\$ 3.00	\$ 14,700.00	\$ 0.55	\$ 2,695.00	\$ 2.60	\$ 12,740.00	\$ 4.00	\$ 19,600.00
22	D-751 New Median Type Drop Inlet, Complete in Place	EA	3	\$ 12,000.00	\$ 36,000.00	\$ 11,900.00	\$ 35,700.00	\$ 7,500.00	\$ 22,500.00	\$ 8,200.00	\$ 24,600.00
23	D-701 36" Reinforced Concrete Pipe (RCP) including Trenching, Backfill, Fittings, Joints and Miscellaneous Components, Complete in Place	LF	135	\$ 160.00	\$ 21,600.00	\$ 212.00	\$ 28,620.00	\$ 177.00	\$ 23,895.00	\$ 200.00	\$ 27,000.00
24	Construction Staking, Complete	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 26,700.00	\$ 26,700.00	\$ 32,000.00	\$ 32,000.00	\$ 68,000.00	\$ 68,000.00
25	C-100 Contractor Quality Control Testing, Complete	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 87,000.00	\$ 87,000.00	\$ 45,500.00	\$ 45,500.00	\$ 25,000.00	\$ 25,000.00
				Subtotal Bid Items for Base Bid Lot 1 (1-25)							
				\$ 2,084,276.50	\$ 2,084,276.50	\$ 1,956,298.24	\$ 1,956,298.24	\$ 2,002,787.60	\$ 2,002,787.60	\$ 2,610,730.00	\$ 2,610,730.00
				Subtotal Bid Items for Base Bid Lot 1							
				\$ 175,860.83	\$ 175,860.83	\$ 165,062.66	\$ 165,062.66	\$ 168,985.20	\$ 168,985.20	\$ 220,280.34	\$ 220,280.34
				Total Base Bid Lot 1 including NMGRT							
				\$ 2,260,137.33	\$ 2,260,137.33	\$ 2,121,360.90	\$ 2,121,360.90	\$ 2,171,772.80	\$ 2,171,772.80	\$ 2,831,010.34	\$ 2,831,010.34

Santa Fe Regional Airport
Taxiway G Construction
AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
Bid Date: July 23, 2020 @ 2:00 p.m.

Item	Spec No.	Description	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
			Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Bid Lot 2 - Taxiway G Medium Intensity Lighting System										
1	C-105	Mobilization, Complete	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 33,500.00	\$ 28,000.00	\$ 28,000.00	\$ 63,000.00
2	CSP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 45,000.00	\$ 45,000.00	\$ 3,000.00
3	C-102	Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 700.00	\$ 910.00	\$ 910.00	\$ 2,000.00
4		Remove and Salvage Existing Taxiway MITL Fixtures, Edge Lights, Complete	EA	61	\$ 30.00	\$ 1,830.00	\$ 2,440.00	\$ 45.00	\$ 2,745.00	\$ 3,050.00
5		Remove and Dispose Off Airport Property, Direct Bury Edge Light 5KV Cable and Counterpoise, Complete	LF	6,700	\$ 5.00	\$ 33,500.00	\$ 10,921.00	\$ 1.80	\$ 12,060.00	\$ 13,400.00
6		Remove and Salvage Existing Guidance Sign, Remove and Dispose of Concrete Base and Can, Complete	EA	6	\$ 700.00	\$ 4,200.00	\$ 1,956.00	\$ 360.00	\$ 2,160.00	\$ 3,600.00
7		Remove and Salvage Existing Guidance Sign, Do Not Disturb Existing Concrete Base and Can, Complete	EA	1	\$ 200.00	\$ 200.00	\$ 326.00	\$ 360.00	\$ 360.00	\$ 400.00
8		Remove Existing Pull Box, Complete	EA	11	\$ 100.00	\$ 1,100.00	\$ 1,265.00	\$ 130.00	\$ 1,430.00	\$ 1,320.00
9		Remove Existing Duct Markers, Complete	EA	9	\$ 25.00	\$ 225.00	\$ 513.00	\$ 65.00	\$ 585.00	\$ 585.00
10		Temporary Cable and Conduit for Circuit Jumper, Above Ground, Connected and Operating, Complete in Place	LF	10,000	\$ 2.50	\$ 25,000.00	\$ 20,000.00	\$ 2.20	\$ 22,000.00	\$ 22,000.00
11	L-108	Trenching for Cable, Backfill, Complete in Place	LF	5,800	\$ 3.25	\$ 18,850.00	\$ 26,448.00	\$ 5.05	\$ 29,290.00	\$ 29,000.00
12	L-108	L-824, 1/C #8 5KV Cable, in Trench or Duct, w/all Splices, Complete in Place	LF	9,500	\$ 1.50	\$ 14,250.00	\$ 13,395.00	\$ 1.60	\$ 15,200.00	\$ 19,000.00
13	L-108	L-824, 1/C #6 Bare Solid Counterpoise, in Trench, Duct Bank, or Conduit, Ground Rods and Ground Connectors, Complete in Place	LF	5,800	\$ 2.50	\$ 14,500.00	\$ 18,908.00	\$ 3.60	\$ 20,880.00	\$ 23,200.00
14	L-110	Non-Encased Electrical Conduit, 1-Way 2-Inch, Direct Bury, Complete in Place	LF	6,700	\$ 2.50	\$ 16,750.00	\$ 14,539.00	\$ 2.40	\$ 16,080.00	\$ 20,100.00
15	L-110	Concrete Encased Electrical Conduit, 2-Way 4-Inch, Including Markers, Complete in Place	LF	190	\$ 50.00	\$ 9,500.00	\$ 12,540.00	\$ 72.00	\$ 13,680.00	\$ 15,200.00
16	L-110	Concrete Encased Electrical Conduit, 4-Way 4-Inch, Including Markers, Complete in Place	LF	85	\$ 60.00	\$ 5,100.00	\$ 6,970.00	\$ 90.00	\$ 7,650.00	\$ 8,500.00
17	L-115	Electrical Pull Box (36"x24"x30"), Polymer Concrete	EA	6	\$ 1,100.00	\$ 6,600.00	\$ 7,500.00	\$ 1,400.00	\$ 8,400.00	\$ 8,400.00
18	L-115	L-867 Class I Steel Base Can Encased in Concrete, Complete	EA	3	\$ 575.00	\$ 1,725.00	\$ 2,280.00	\$ 845.00	\$ 2,535.00	\$ 2,700.00
19	L-125	Medium Intensity LED L-861T Taxiway Light (MITL), Blue Lens, L-867 Can Mounted, L-830 Transformers, Heater Kit, Complete in Place	EA	69	\$ 1,400.00	\$ 96,600.00	\$ 97,980.00	\$ 1,570.00	\$ 108,330.00	\$ 110,400.00
20	L-125	New Size 2, Style 2, Class 2, 3 Module, LED Guidance Sign with New Concrete Foundation and L-867 Base, Complete in Place	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 20,800.00	\$ 5,745.00	\$ 22,980.00	\$ 24,000.00
21	L-125	New Size 2, Style 2, Class 2, 1 Module, LED Guidance Sign Installed on Existing Concrete Foundation, Complete in Place	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,165.00	\$ 2,400.00	\$ 2,400.00	\$ 2,500.00

Santa Fe Regional Airport
 Taxiway G Construction
 AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
 Bid Date: July 23, 2020 @ 2:00 p.m.

Item	Spec No.	Description	Unit	Quantity	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
22	L-123	New Concrete Foundation and L-867 Base, Install Salvaged 3 Module Guidance Sign on New Base, Complete in Place	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,450.00	\$ 2,450.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
23		Miscellaneous Vault Modifications, Complete in Place	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00
		Construction Staking, Complete	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 1,700.00	\$ 1,700.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal Bid Items for Base Bid Lot 2 (1-24)						\$ 337,430.00		\$ 308,696.00		\$ 390,375.00		\$ 395,055.00
Subtotal Bid Items for Base Bid Lot 2						\$ 337,430.00		\$ 308,696.00		\$ 390,375.00		\$ 395,055.00
Total Base Bid Lot 2 including NMGRT @ 8.4375%						\$ 28,470.66		\$ 26,046.23		\$ 32,937.89		\$ 33,332.77
Subtotal Bid Lot 2 including NMGRT						\$ 365,900.66		\$ 334,742.23		\$ 423,312.89		\$ 428,387.77
Total Base Bid Lots 1 & 2						\$ 2,421,706.50		\$ 2,264,994.24		\$ 2,393,162.60		\$ 3,005,785.00
Subtotal Bid Items for Base Bid Lots 1 & 2 including NMGRT @ 8.4375%						\$ 204,331.49		\$ 191,108.89		\$ 201,923.09		\$ 253,613.11
Total Base Bid Lots 1 & 2 including NMGRT						\$ 2,626,037.99		\$ 2,456,103.13		\$ 2,595,085.69		\$ 3,259,398.11

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an asterisk (*).


 Lari E. Gutierrez, P.E. 7/27/2020



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Albuquerque Asphalt, Inc.

Procurement Title: Taxiway G Reconstruction and Alignment

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works/Airport Staff Name John Dickinson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB #21/02/B
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

John Dickinson Airport Operations Manager 11/16/20
Department Rep Printed Name (attesting that all information included) Title Date


Fran Dunaway (N118, 2020 17:03 MST)
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International Insurance Services (SOW)		NAMED INSURED Albuquerque Asphalt, Inc. PO Box 66450 Albuquerque, NM 87193	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Certificate Holder/Owner/Engineer are duly noted as Additional Insured in regard to General Liability and Automobile Liability.

GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION

Final Audit Report

2020-11-19

Created:	2020-11-17
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtPe-peq7OfIOfQ1u35y6Xza7kvPFqLSX

"GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION" History

 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-17 - 9:25:00 PM GMT- IP address: 63.232.20.2

 Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
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Signature Date: 2020-11-18 - 11:22:42 PM GMT - Time Source: server- IP address: 63.232.20.2

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 Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-19 - 0:03:08 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2020-11-19 - 0:03:08 AM GMT