

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 03/25/15
ITEM FROM FINANCE COMMITTEE MEETING OF 03/16/15**

ISSUE:

8. Request for Approval of Change Order No. 6 – Runway 2-20 Medium Intensity Runway Lighting (MIRL) System Replacement at Santa Fe Municipal Airport; Vis-Com, Inc. (Jon Bulthuis)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Approved change order no. 6 for Runway 2-20 medium intensity Runway lighting (MIRL) system replacement at Santa Fe Municipal Airport with Vis-Com, Inc. in the amount of \$26,399.69.

FUNDING SOURCE: 52816.57297

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

Date: March 6, 2015

To: Public Works/CIP and Land Use Committee

From: Jon Bulthuis, Transportation Department Director ~~JK~~

ITEM & ISSUE:

Request for approval for Change Orders 6 to Vis-Com contract #14/05/B for Santa Fe Municipal Airport, Runway 2-20 Medium Intensity Runway Lighting (MIRL) System Replacement. FAA Grant AIP 3-35-0037-39-2013. NMDOT AD Grant SAF-13-3.

BACKGROUND & SUMMARY:

On November 11, 2013, the City of Santa Fe issued a Notice to Proceed to Vis-Com, Inc. for contract 14/05/B to replace the MIRL (medium intensity runway lighting) on runways 2/20 at the Santa Fe Municipal Airport. The original contract amount was \$469,662.49.

This change order is for changed conditions during construction including repair of an FAA communications cable which the contractor broke and is repairing, but FAA could not mark accurately in the field, repair of the FAA's VASI cable which FAA could not properly mark in the field and the contractor broke and repaired, modifications to the new fiber optics system for the airport lighting controls which were not anticipated, and some final quantity adjustments for cable and trenching.

Total of all change orders is now \$75,138.16. That is 16% over the original contract amount.

In addition, the FAA grant agreement allows for cost overruns of 15% over the grant amount. While this change order is an increase to the construction contract, it is believed that the grant amount will still not overrun due to underruns in the engineering observation and testing line items. FAA pays for 93.75% of these project costs, NMDOT Aviation pays for 3.125% and the City pays for 3.125%. Therefore, the City share of the requested change order is 3.1275% of \$26,399.69 or \$824.99.

A final quantity adjustment change order is anticipated in the amount of -\$30,000 based on final quantities. This would then result in a final contract amount of \$514,800.65 or 9.61% over the original contract amount

Change Order 1. \$48,738.47 (10.38% of original contract amount, owner requested)

Change Order 2. Time only.

Change Order 3. Time only.

Change Order 4. Time only.

Change Order 5. Time only.

Change Order 6. \$26,399.69 (5.62% of original contract amount, 5.09% of current contract amount).

ACTION:

Recommend to Finance and Council the approval of Change Order #6 in the amount of \$26,399.69 with the requested extension of time.

**CITY OF SANTA FE, NEW MEXICO
CHANGE ORDER FORM**

CONTRACT CHANGE ORDER NO: Six (6) DATE: 2/25/2015

CONTRACT IDENTITY: SFMA RW 2-20 MIRL; AIP 3-35-0037-39-2013; City RFB 14/05/B
NMDOT AD SAF-13-03

CONTRACTOR: Vis-Com, Inc. ADDRESS: 101 Menaul NE
Albuquerque, NM 87107-1523

DESCRIPTION AND REASON FOR CHANGES: Radar Cable Repair, fiber optics connector
changes, VASI Cable Repair

REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>469,662.49</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>518,400.96</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>26,399.69</u>
4. Total Revised Contract Amount Including This Change Order	<u>544,800.65</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>446 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>59 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>505 Days</u>
5. Original Contract Completion Date	<u>1/31/2015</u>
6. Revised Contract Completion Date Including This change Order	<u>3/31/2015</u>
7.	

APPROVED:

Ronald J. Luccia
Contractor

[Signature]
Engineer

[Signature]
Owner

[Signature]
Other

2/25/15
Date

2/25/15
Date

03/06/15
Date

3/9/15
Date

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
12	L-108	L-824, Type C, 1/C #8 5KV Cable, in Trench or Duct, Complete in Place	LF	23,000.00	1.10	26,216.00	1.10	3,216.00	1.10	3,537.60
14	L-108	Temporary Cable and Conduit for Circuit Jumper, Above Ground, Connected and Operating	LF	10,000.00	0.85	13,450.00	0.85	3,450.00	0.85	2,932.50
16	L-127	New Electrical Pull Box, Brooks No. 38 (O.E.A.E), Complete in Place	EA	8.00	325.00	18.00	325.00	10.00	325.00	3,250.00
39		VASI Cable Repair, Complete in Place	LS	-	-	1.00	3,147.69	1.00	3,147.69	3,147.69
40		100 Pair FAA Cable Repair, Complete	LS	-	-	1.00	6,000.00	1.00	6,000.00	6,000.00
41		Additional Work Required for FO Connection	LS	-	-	1.00	5,534.00	1.00	5,534.00	5,534.00
		Subtotal								24,401.79
		NMGRT	%		8.1875					1,997.90
		Total Change Order								26,399.69

CONTRACT TIME

Original Contract Start Date 11/11/2013
Construction Time 180 calendar days
Original Contract End Date 05/10/2014

Additional Time for
for Change Order Work 90 calendar days

New Completion Date 08/08/2014

Contractor requested to start actual field work in Spring, presumably 3/1/14, per email dated 11/13/13
Time extension will be considered at that time. Current contract will remain open
for submittals, submittal review and equipment purchase.

Additional Time for
for Change Order Work 53 calendar days

New Completion Date 09/30/2014

Additional Time for
for Change Order Work 61 calendar days

New Completion Date 11/30/2014

Additional Time for
for Change Order Work 62 calendar days

New Completion Date 01/31/2015

Additional Time for
for Change Order Work 59 calendar days

New Completion Date 03/31/2015

CITY OF SANTA FE:

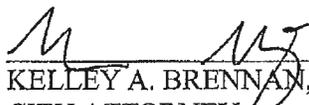
JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
FINANCE DIRECTOR

Business Unit/Line Item:



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Vis-Com

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$469,622.49

Termination Date: March 31, 2015

Approved by Council Date: November 11, 2013

or by City Manager Date: _____

Contract is for: Replace Medium Intensity Runway Lighting (MIRL) on runway 2/20.

Amendment # Change Order #6 to the Original Contract# 13-0911

Increase/(Decrease) Amount \$ \$26,399.69

Extend Termination Date to: March 31, 2015

Approved by Council Date: September 11, 2013

or by City Manager Date: _____

Amendment is for: Extension of time and increase in costs due to unexpected modifications

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 48,738.47 of original Contract# 13-0911 CO#1 Termination Date: 05/10/2014

Reason: increase in costs by \$48,738.47 due to changed conditions

Amount \$ 0.00 amendment # CO#2 Termination Date: 08/08/2014

Reason: additional time needed

Amount \$ 0.00 amendment # CO#3 Termination Date: 09/30/2014

Reason: additional time needed

Amount \$ 0.00 amendment # CO#4 Termination Date: 11/30/2014

Reason: additional time needed

Total of Original Contract plus all amendments: \$ 514,800.65

Amount \$ 0.00 of original Contract# CO#5 Termination Date: _____
Reason: additional time needed



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

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

RFP# RFB 14/05/B Date: September 11, 2013

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** 180 calendar day project...with additional time extensions requested
example: (First year of 4 year contract)

7 **Funding Source:** FAA, NMDOT, and City of Santa Fe **BU/Line Item:** 52816.57297

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Lois Amador
Phone # _____ -2010

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

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

**CITY OF SANTA FE, NEW MEXICO
CHANGE ORDER FORM**

ITEM # 15-0086

CONTRACT CHANGE ORDER NO: Five (5) **DATE:** 1/27/2015

CONTRACT IDENTITY: SFMA RW 2-20 MIRL; AIP 3-35-0037-39-2013; City RFB 14/05/B
NMDOT AD SAF-13-03

CONTRACTOR: Vis-Com, Inc. **ADDRESS:** 101 Menaul NE
Albuquerque, NM 87107-1523

DESCRIPTION AND REASON FOR CHANGES: Radar Cable Repair, time extension
for multiplexor delivery for fiber optics cable controls, FAA delays

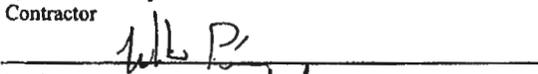
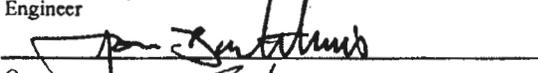
REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>469,662.49</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>518,400.96</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>-</u>
4. Total Revised Contract Amount Including This Change Order	<u>518,400.96</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>446 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>59 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>505 Days</u>
5. Original Contract Completion Date	<u>1/31/2015</u>
6. Revised Contract Completion Date Including This change Order	<u>3/31/2015</u>
7.	

APPROVED:

 Contractor

 Engineer

 Owner

 Other

Date 1/28/15
 Date 01/27/15
 Date 01/30/2015
 Date

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
12	L-108	L-824, Type C, 1/C #8 5KV Cable, in Trench or Duct, Complete in Place	LF	-	1.10	-	1.10	-	1.10	-
14	L-108	Temporary Cable and Conduit for Circuit Jumper, Above Ground, Connected and Operating	LF	-	0.85	-	0.85	-	0.85	-
16	L-127	New Electrical Pull Box, Brooks No. 38 (O.E.A.E), Complete in Place	EA	-	325.00	-	325.00	-	325.00	-
39		VASI Cable Repair, Complete in Place	LS	-	-	-	3,147.69	-	3,147.69	-
		Subtotal								
		NMGRT	%		8.1875					
		Total Change Order								

CONTRACT TIME

Original Contract Start Date 11/11/2013
Construction Time 180 calendar days
Original Contract End Date 5/10/2014

Additional Time for
for Change Order Work 90 calendar days

New Completion Date 8/8/2014

Contractor requested to start actual field work in Spring, presumably 3/1/14, per email dated 11/13/13
Time extension will be considered at that time. Current contract will remain open
for submittals, submittal review and equipment purchase.

Additional Time for
for Change Order Work 53 calendar days

New Completion Date 9/30/2014

Additional Time for
for Change Order Work 61 calendar days

New Completion Date 11/30/2014

Additional Time for
for Change Order Work 62 calendar days

New Completion Date 1/31/2015

Additional Time for
for Change Order Work 59 calendar days

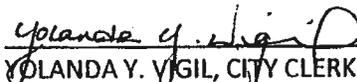
New Completion Date 3/31/2015

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE 01/30/2015

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *all*

APPROVED AS TO FORM:

 1/29/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ, FINANCE DIRECTOR

ITEM # 14-1193

COPY

CITY OF SANTA FE, NEW MEXICO
CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO: Four (4) DATE: 11/21/2014

CONTRACT IDENTIFICATION: SFMA RW 2-20 MIRL; AIP 3-35-0037-39-2013; City RFB 14/05/B
NMDOT AD SAF-13-03

CONTRACTOR: Vis-Com, Inc. ADDRESS: 101 Menaul NE
Albuquerque, NM 87107-1523

DESCRIPTION AND REASON FOR CHANGES: VASI Cable Repair, time extension
for multiplexor delivery for fiber optics cable controls.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>469,662.49</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>518,400.96</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>-</u>
4. Total Revised Contract Amount Including This Change Order	<u>518,400.96</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>384 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>62 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>446 Days</u>
5. Original Contract Completion Date	<u>11/30/2014</u>
6. Revised Contract Completion Date Including This change Order	<u>1/31/2015</u>
7.	

APPROVED: Ronald Lucero
 Contractor
[Signature]
 Engineer
[Signature]
 Owner

 Other

11-26-14
 Date
11/26/14
 Date
11/26/14
 Date

 Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Vis-Com, Inc.


BRIAN K. SNYDER, CITY MANAGER

NAME AND TITLE

DATE: 11/26/2014

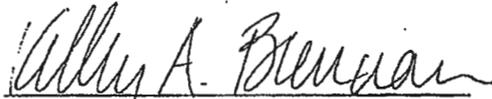
DATE: 11/26/2014

CRS# 5412962
City of Santa Fe Business
Registration # 14-00110428

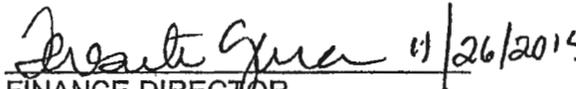
ATTEST:


YOLANDA Y. MIGILA
CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 11/26/2014
FINANCE DIRECTOR

52816.572970
Business Unit Line Item

**CITY OF SANTA FE, NEW MEXICO
CHANGE ORDER FORM**

ITEM # 14-1065

CONTRACT CHANGE ORDER NO: Three (3) DATE: 9/28/2014

CONTRACT IDENTITY: SFMA RW 2-20 MIRL; AIP 3-35-0037-39-2013; City RFB 14/05/B
NMDOT AD SAF-13-03

CONTRACTOR: Vis-Com, Inc. ADDRESS: 101 Menaul NE
Albuquerque, NM 87107-1523

DESCRIPTION AND REASON FOR CHANGES: Weather delays during night work;
FAA delays in ILS shut down procedures; Delays in face plate changes direction from airport/engineer.
Time needed for final quantity adjustment change order and final payment to be made.

REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>469,662.49</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>518,400.96</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>-</u>
4. Total Revised Contract Amount Including This Change Order	<u>518,400.96</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>323 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>61 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>384 Days</u>
5. Original Contract Completion Date	<u>9/30/2014</u>
6. Revised Contract Completion Date Including This change Order	<u>11/30/2014</u>
7.	

APPROVED:

Ronald Olvera
Contractor

[Signature]
Engineer

[Signature]
Owner

[Signature]
Other

9/29/14
Date

9/29/14
Date

9/29/14
Date

10/2/2014
Date

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
		Subtotal								
		NMGRT	%		8.1875					
		Total Change Order								

CONTRACT TIME

Original Contract Start Date 11/11/2013
Construction Time 180 calendar days
Original Contract End Date 5/10/2014

Additional Time for
for Change Order Work 90 calendar days

New Completion Date 8/8/2014

Contractor requested to start actual field work in Spring, presumably 3/1/14, per email dated 11/13/13
Time extension will be considered at that time. Current contract will remain open.
for submittals, submittal review and equipment purchase.

Additional Time for
for Change Order Work 53 calendar days

New Completion Date 9/30/2014

Additional Time for
for Change Order Work 61 calendar days

New Completion Date 11/30/2014

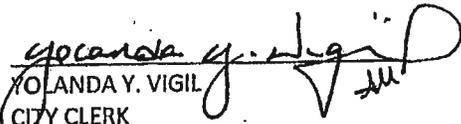
OWNER:

CITY OF SANTA FE


BRIAN SNYDER, CITY MANAGER

DATE: 10/16/2014

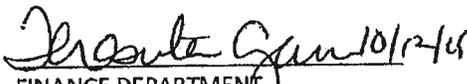
ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 9/30/14
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

 10/12/14
FINANCE DEPARTMENT

Business Unit/Line Item 52816.572970

CITY OF SANTA FE, NEW MEXICO **ITEM #** 14-0804
CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO: Two (2) **DATE:** 7/22/2022

CONTRACT IDENTITY: SFMA RW 2-20 MIRL; AIP 3-35-0037-39-2013; City RFB 14/05/B
NMDOT AD SAF-13-03

CONTRACTOR: Vis-Com, Inc. **ADDRESS:** 101 Menaul NE
Albuquerque, NM 87107-1523

DESCRIPTION AND REASON FOR CHANGES: Time extension for winter,
Equipment delivery order and delivery time, especially the CCR

REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>469,662.49</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>518,400.96</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>-</u>
4. Total Revised Contract Amount Including This Change Order	<u>518,400.96</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>270 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>53 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>323 Days</u>
5. Original Contract Completion Date	<u>8/8/2014</u>
6. Revised Contract Completion Date Including This change Order	<u>9/30/2014</u>
7.	

APPROVED:
Ronald Pucio
 Contractor
Ken Lynn
 Engineer
Francisco J. Lopez
 Owner

 Other

7-23-14
 Date
7/23/14
 Date
7/29/14
 Date

 Date

OWNER:

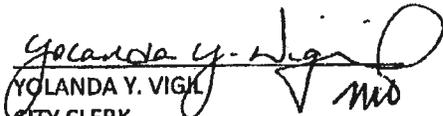
CITY OF SANTA FE



BRIAN SNYDER, CITY MANAGER

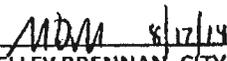
DATE: 8-20-14

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:



KELLEY BRENNAN, CITY ATTORNEY

APPROVED:



TERESITA GARCIA, ASSISTANT FINANCIAL DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item 52816.572970

Vis-Com, Inc

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
		Subtotal								
		NMGRT	%		8.1875					-
		Total Change Order								-

CONTRACT TIME

Original Contract Start Date 11/11/2013
Construction Time 180 calendar days
Original Contract End Date 05/10/2014

Additional Time for
for Change Order Work 90 calendar days

New Completion Date 08/08/2014

Contractor requested to start actual field work in Spring, presumeably 3/1/14, per email dated 11/13/13
Time extension will be considered at that time. Current contract will remain open
for submittals, submittal review and equipment purchase.

Additional Time for
for Change Order Work 53 calendar days

New Completion Date 09/30/2014

City of Santa Fe, New Mexico

memo

*Date extension
only there is
no financial
impact.*

DATE: July 30, 2014
TO: Brian Snyder, City
FROM: Francey Jesson, .
VIA: Jon Bulthuis, Transportation Department Director ~~✗~~
COPY TO: Robert Rodarte, Purchasing Director

ITEM & ISSUE:

- Request for approval for Change Order #2 to Vis-Com contract 14/05/B Santa Fe Municipal Airport Runway 2/20 MIRL for 53 additional days.

BACKGROUND & SUMMARY:

On November 11, 2013, the City issued a Notice to Proceed to Vis-Com, Inc. for contract 14/05/B to replace the MIRL (medium intensity runway lighting) on runway 2/20 at the Santa Fe Municipal Airport. The original contract time was 180 days with a completion date of 5/10/14. At the time of the NTP, Vis-Com was confident they could mobilize quickly enough before winter to meet the original contract time. Unfortunately, issues out of the control of Vis-Com arose and they were not able to get as much of the work done before winter as they had anticipated. Vis-Com and the airport mutually agreed to stop work and recommence the project in the spring. Change Order #1 (see attached) allowed 90 additional days on the contract time with a projected completion of August 8, 2014.

At the time of Change Order #1, we anticipated the contractor would resume work by 3/1/14. However, there were unforeseen delays in delivery of both materials and equipment necessary for the job to begin. Based on those delays, we are now requesting additional time and an extended contract completion date of September 30, 2014. This would extend the contract time to a total of 323 days.

ACTION REQUESTED:

- Request for approval for Change Order #2 to Vis-Com contract 14/05/B Santa Fe Municipal Airport Runway 2/20 MIRL for 53 additional days.

ITEM # 14-0308

**CITY OF SANTA FE, NEW MEXICO
CHANGE ORDER FORM**

CONTRACT CHANGE ORDER NO: One (1) DATE: 03/01/2014

CONTRACT IDENTITY: SFMA RW 2-20 MIRL; AIP 3-35-0037-39-2013; City RFB 14/05/B
NMDOT AD SAF-13-03

CONTRACTOR: Vis-Com, Inc. ADDRESS: 101 Mensaul NE
Albuquerque, NM 87107-1523

DESCRIPTION AND REASON FOR CHANGES: Time extension for winter., Lighted X's, Reductio
Conduit, T&B and Ground loop due to common TW F project

REVISED CONTRACT AMOUNT

1. Original Contract Amount	<u>469,662.49</u>
2. Current Contract Amount Including all Previously Approved Change Orders	<u>469,662.49</u>
3. Amount of This Change Order (incl. GRT change on last pmnt.)	<u>48,738.47</u>
4. Total Revised Contract Amount Including This Change Order	<u>518,400.96</u>

REVISED CONTRACT TIME

1. Original Contract Time (Calendar)	<u>180 Days</u>
2. Current Contract Time Allowed Including All Previous Revisions (Calendar)	<u>180 Days</u>
3. Contract Time Revision This Change Order (Increase/Decrease) (Calendar)	<u>90 Days</u>
4. Total Revised Contract Time Including This Change Order (Calendar)	<u>270 Days</u>
5. Original Contract Completion Date	<u>05/10/2014</u>
6. Revised Contract Completion Date Including This change Order	<u>08/08/2014</u>
7.	

APPROVED:

_____ Contractor	_____ Date
_____ Engineer	_____ Date
_____ Owner	_____ Date
_____ Other	_____ Date

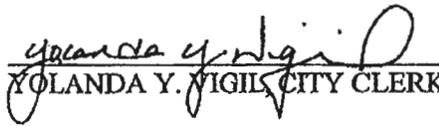
CITY OF SANTA FE:



BRIAN K. SNYDER, CITY MANAGER
4-23-14

DATE

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK R.O.

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 4/21/14

APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR 4/22/14

Business Unit/Line Item:

52816.572970

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	CURRENT		ADJUSTED		ADJUSTMENTS		CHANGE
				ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	ESTIM. QUANT.	UNIT PRICE	
4	GP's	Airport Safety and Security, Construction Traffic Control and Barricading, Complete, Including Furnish, Operate, and Maintain Two Lighted X's for Runway 2-20 Closure	LS	1.00	22,500.00	1.00	22,500.00		22,500.00	
11	L-108	Trench and Backfill for Conduit, Complete in Place	LF	22,600.00	2.05	21,600.00	2.05	1,000.00	2.05	(2,050.00)
13	L-108	L-824, Type C, 1/C #6 Counterpoise, in Trench or Duct, Complete in Place, Including Ground Rods, Trenching or Plowing and Backfill	LF	18,000.00	1.75	17,000.00	1.75	1,000.00	1.75	(1,750.00)
15	L-110	Single way 2" Conduit, Direct Bury, Complete in Place	LF	22,600.00	1.15	21,600.00	1.15	1,000.00	1.15	(1,150.00)
38		Lighted X's on trailer, Complete in Place, to be left on airport after construction	EA	-	-	2.00	25,000.00	2.00	25,000.00	50,000.00
		Subtotal								45,050.00
		NMGRT			8.1875					3,688.47
		Total Change Order								48,738.47

CONTRACT TIME

Original Contract Start Date 11/11/2013
Construction Time 180 calendar days
Original Contract End Date 05/10/2014

Additional Time for
for Change Order Work 90 calendar days

New Completion Date 08/08/2014

Contractor requested to start actual field work in Spring, presumeably 3/1/14, per email dated 11/13/13
Time extension will be considered at that time. Current contract will remain open
for submittals, submittal review and equipment purchase.

B.1 Construction Agreement

(Revised 3/30/2011)

ITEM # 13-0911

FOR REQUEST FOR BID PURPOSES ONLY

This Agreement is entered into this 11th day of September, 2013, by and between the CITY OF SANTA FE, herein known as the Owner, and Vis-Com, Inc., herein known as the Contractor.

For the following:

PROJECT:	Santa Fe Municipal Airport Runway 2/20 MIRL
PROJECT NO.:	C.I.P. Project # 14/05/B
ARCHITECT OF RECORD:	Molzen Corbin 2701 Miles Road SE Albuquerque, New Mexico 87106

DISTRIBUTION:

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

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of September 11, 2013.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

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

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for CIP Project Runway 2/20 MIRL. (Bid Number 14/05/B).

The work designated as Runway 2/20 MIRL, consists of, but is not limited to: Installation of a medium intensity runway edge lighting system, as described in the Contract Documents, and alternates as accepted by the Owner.

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

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

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

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

ARTICLE 4 CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of four hundred sixty nine thousand six hundred sixty two and 49/100 Dollars (\$ 469,662.49). The Contractor agrees that if it ever receives a partial or total refund of Gross Receipt Taxes (GRT) it will transmit the refund to the City immediately. The GRT amount of [\$ 35,543.49] is [\$ 8.18175]% of Base Bid and is being paid by the Owner to the Contractor so that the Contractor can pay the GRT to the New Mexico Taxation and Revenue Department (NMTRD). It is not compensation for services rendered. The Contractor agrees to timely remit this GRT to NMTRD.

The Contract Sum is determined as follows:

Base Bid	<u>\$ 434,119.00</u>
Gross Receipts Tax (rate in decimal form)	<u>8.1875%</u>
Subtotal	<u>\$ 469,662.49</u>
Alternate No. <u>N/A</u> (tax included)	<u>\$ 0.00</u>
(tax included)	
TOTAL CONTRACT AMOUNT	<u>\$ 469,662.49</u>

ARTICLE 5 PROGRESS PAYMENTS

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

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

ARTICLE 6
LIQUIDATED DAMAGES

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

ARTICLE 7
FINAL PAYMENT

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

ARTICLE 8
SCHEDULE

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

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER	City of Santa Fe, Transportation Department Aviation Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
-------	---

CONTRACTOR	Vis-Com, Inc. 101 Menaul Blvd, NE Albuquerque, NM 87107 New Mexico License # 52723
------------	---

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
NEW MEXICO TORT CLAIMS ACT

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

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

OWNER:
CITY OF SANTA FE

David Coss
DAVID COSS, MAYOR

DATE: 9-23-13

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK *cc'd 9-11-13*

APPROVED AS TO FORM:

Judith Warner for
GENO ZAMORA, CITY ATTORNEY *8/23/13*

APPROVED:

Marcos A. Tapia
MARCOS A. TAPIA, DIRECTOR *9/16/13*
FINANCE DEPARTMENT

Business Unit/Line Item 52816.572970

CONTRACTOR: Vis-Com, INC.

By: Ronald Pucen
(name of signer), (title of signer)

Date: 10/1/2013

NM Taxation & Revenue CRS No. 5412962
City of Santa Fe Business Reg. No. 13-00110428

Runway 2-20 MIRL

B.2 Performance Bond

A. KNOW ALL MEN BY THESE PRESENTS, that
 VIS-COM, INC., 101 Menaul Blvd, NE, Albuquerque, NM 87107
 (here insert the name and address or legal title of the Contractor)
 as Principal, hereinafter called Contractor, and
 WESTERN SURETY COMPANY
 (here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of FOUR HUNDRED SIXTY NINE THOUSAND SIX HUNDRED SIXTY TWO & 49/100-- DOLLARS (\$ 469,662.49) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated SEPTEMBER 11, 2013, 2013, entered into a contract with the City of Santa Fe for the Santa Fe Municipal Airport Runway 2-20 MIRL in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

- a. Complete the contract in accordance with its terms and conditions or;
- b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and

any amendments thereto, less the amount properly paid by City to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

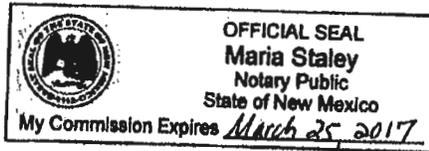
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

SIGNED AND SEALED ON SEPTEMBER 11, 2013.

Maria Staley
Notary Public

My Commission Expires:

March 25, 2017



 WIS-COM, INC.
Contractor - Principal
By: Ronald Lucero
Title: Ronald O. Lucero, President
Approved as to form:

WESTERN SURETY COMPANY
Surety [Signature]
Title: DEAN E. VIGIL, ATTORNEY-IN-FACT
Countersigned: [Signature]
DEAN E. VIGIL
Surety's Authorized New Mexico Agent

Runway 2-20 MRL

B.3. Labor and Material Payment Bond

A. KNOW ALL MEN BY THESE PRESENTS, that

VIS-COM, INC., 101 Menaul Blvd, NE, Albuquerque, NM 87107

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and

WESTERN SURETY COMPANY

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of FOUR HUNDRED SIXTY NINE THOUSAND SIX HUNDRED SIXTY TWO & 49/100-- DOLLARS (\$ 469,662.49) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated SEPTEMBER 11, 2013, 2013, entered into a contract with the City of Santa Fe for the Santa Fe Municipal Airport Runway 2-20 MRL in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, than this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days

after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

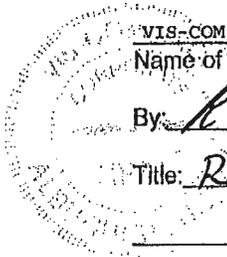
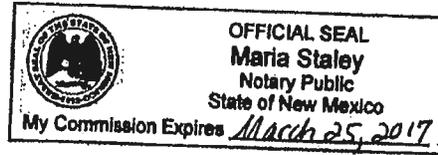
SIGNED AND SEALED ON SEPTEMBER 11, 2013.

In presence of:

Maria Staley
Notary Public

My Commission Expires:

March 25, 2017



VIS-COM, INC.
Name of Company

By: Ronald A. Lucero

Title: Ronald A. Lucero, President

WESTERN SURETY COMPANY
Surety

By: [Signature]

Title: DEAN E. VIGIL, ATTORNEY-IN-FACT

Countersigned:
[Signature]
Surety's Authorized New Mexico Agent
DEAN E. VIGIL

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

State of New Mexico

County of Bernalillo

Before me personally appeared Dean E. Vigil

Personally known to me to be the person whose name is subscribed to the attached document.

WITNESS my hand and official seal this 11th day of September, 2013.

Notary public Linda D Dooley

My Commission expires: 07/22/16



OFFICIAL SEAL
Linda D Dooley
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 07-22-16

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert L Brooks, Carl S Conlee III, Dean E Vigil, Bart H Kinney III, Robert B Lilley, Linda D Dooley, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of October, 2012.



WESTERN SURETY COMPANY

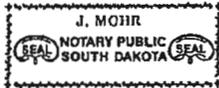
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
Junc 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of September, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

290029

DATE (MM/DD/YYYY)
10/23/2013

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 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 Commercial Lines- 505-262-2621 Wells Fargo Insurance Services USA, Inc 320 Osuna NE #G1 Albuquerque, NM 87107	CONTACT NAME: Sam Conlee/Sally deBuvitz PHONE (A/C, No, Ext): 505-262-2621 E-MAIL ADDRESS: sdebuvitz@wellsfargo.com	FAX (A/C, No): 855-512-3881													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Ins. of Hartford-A CNA Co.</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins. of Hartford-A CNA Co.	20478	INSURER B: Continental Casualty Company	20443	INSURER C: Valley Forge Insurance Company	20508	INSURER D:		INSURER E:		INSURER F:
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INSURED Vis-Com, Inc. 101 Menaul NE Albuquerque, NM 87107															

COVERAGES **CERTIFICATE NUMBER:** 6758360 **REVISION NUMBER:** See below

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	4013543605	02/01/2013	02/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	4013543586	02/01/2013	02/01/2014	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 DED RETENTION \$			2092481057	02/01/2013	02/01/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4013543619	02/01/2013	02/01/2014	<input checked="" type="checkbox"/> WG STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Santa Fe Municipal Airport / Runway 2-20 MIRL / AIP 3-35-0037-39; nmdot-ad saf-13-03; city rfb no. 14/05/B - :When required by written contract the following coverages apply to Certificate Holder, engineer and Owner: General Liability: Additional Insured including completed operations and primary non-contributory wording, with Waiver of Subrogation; Auto Liability: Waiver of Subrogation; Workers Compensation: Waiver of Subrogation

CERTIFICATE HOLDER

City of Santa Fe Transportation Department
 Aviation Division and Moizen Corbin,
 Engineer
 P O Box 909
 Santa Fe, NM 87504-0909

CANCELLATION

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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ACORD 25 (2010/05)

(This certificate replaces certificate # 0721018 issued on 10/10/2013)

NOTICE OF AWARD

To: Vis-Com, Inc.
101 Menaul Blvd. NE
Albuquerque, NM 87107

PROJECT Description: Santa Fe Municipal Airport
Runway 2-20 MRL
AIP 3-35-0037-39; NMDOT-AD SAF-13-03; City RFB No. 14/05/B

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation for Bids dated August 23, 2013.

You are hereby notified that your BID has been accepted for items in the amount of \$ four hundred sixty nine thousand six hundred sixty two and 49/100 dollars (\$469,662.49).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20th day of September, 2013.

City of Santa Fe, New Mexico
Owner
By Ramsey Jernan
Title Airport Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Ronald Lucero
this the 15th day of October, 2013.
By Ronald O. Lucero
Title President