

CITY OF SANTA FE
CONSTRUCTION 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 **GM Emulsion, LLC.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

WHEREAS, the City has 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 April 26, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for Guadalupe Street Reconstruction Project CN S1000460/LP 50008 – Bid# 23/42/B.

Guadalupe Street Reconstruction Project CN S1000460/LP50008 consists of, but is not limited to: roadway reconstruction, lane reduction, pedestrian improvements, signalized intersection improvements, lighting, drainage accommodations, new signing and striping, and miscellaneous construction as needed; along with bridge preservation work, sidewalk and pedestrian rail improvements, ADA compliance, waterline installation, utility improvements and miscellaneous construction as described in the Contract Documents.

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

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

B. Project: Guadalupe Street Reconstruction Project S100460 & LP50008

C. City Department: Public Works

D. Distribution:

City	Regina Wheeler
Contractor	GM Emulsion, LLC./ Gabriel Martinez
Engineer	Wilson & Co., Inc./ Tyler Ashton, P.E.
Construction Manager	Wilson & Co., Inc./ Chris Perea, P.E.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed **Eight Million, Three Hundred Seventy-Eight Thousand, Seven Hundred Sixty-Six dollars and seventy-five cents** (\$8,378,766.75) based upon deliverables for progress payments, such compensation not to exceed (\$8,378,766.75), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid:	\$8,378,766.75
Gross Receipts Tax (8.3125%):	\$ 696,484.99
<i>Base Bid plus NMGR:</i>	\$9,075,251.74

The total amount payable to the Contractor under this Agreement, including Alternates (if needed) gross receipts tax and expenses, shall not exceed \$9,075,251.74. 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 **April 30, 2026** 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 Cityship 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 12 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 12 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 12 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 federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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 NMSA 1978, sec. 38-3-2. 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 as 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: Regina Wheeler, Public Works Department Director, City of Santa Fe, PO Box 909 Santa Fe, New Mexico 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, fred@gmemulsion.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.

30. Progress Payments.

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

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

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

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

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30 day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

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

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

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

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

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Apr 30, 2023

CONTRACTOR:



GABRIEL MARTINEZ
VICE PRESIDENT

DATE: 3-17-23

CRS# 03-181502-00-2

Registration # 110289

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV
GB MTG 04/26/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Mar 1, 2023 09:51 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Apr 28, 2023 12:27 MDT)

EMILY OSTER, FINANCE DIRECTOR

3309980/572970 AH

Org. Name/Org#^{AH}



Albuquerque
Colorado Springs
Cuba
Denver
Fort Worth
Houston
Kansas City
Lawrence
Monterey Park
Omaha
Overland Park
Phoenix
Rio Rancho
Salina
Salt Lake City
San Bernardino
San Diego

20 January, 2023

Romella Glorioso-Moss
City of Santa Fe Capital Projects Manager & BPAC Staff Liaison
500 Market Street, Suite 200
Santa Fe, NM 87501

Dear Romella:

Presented herein is Wilson & Company, Inc.’s recommendation for the Award of the Guadalupe Street Reconstruction Project. Bids were opened on January 17th, 2023 at 2:00 p.m. One bidder responded to the Advertisement for Bids. Bid tabulations detailing the unit prices and comparisons are attached (see Attached Bid Tabulation).

Overall Evaluation of Bids Received

Wilson & Company reviewed the award based on the City of Santa Fe requesting to award the Base Bid. Following the requirements from the Specification and Contract Documents, GM Emulsion, LLC. is the apparent low responsive bidder, based on our evaluation. The amounts of the bids received without gross receipts tax is summarized in Table 1. GM Emulsion, LLC. is the only contractor that submitted bids.

BIDDER	BASE BID
GM Emulsion, LLC.	\$8,378,766.75
Engineers Estimate	\$8,386,177.50

Recommendation

Based upon the responsive bids received to the Advertisement for Bids and our analysis of the certified Bid Tabulation, we recommend the award of the Guadalupe Street Reconstruction Project in the total amount of **\$8,378,766.75** (excluding NMGRT) to GM Emulsion LLC. Furthermore, their submittal follows the specifications and contract documents. GM Emulsion, LLC is a New Mexico Contractor and has the appropriate license, GA01, GS08, GF01, GF02, GS03, GF04, GF05, GF07, GF08, GF09, GB98, and GA98; License Number #370602 to perform the work and is in good standing with appropriate forms submitted.

If you have any questions, please feel free to contact me at office no. 348-4053 or mobile no. 400-0507.

WILSON & COMPANY

Christopher A. Perea, PE
Construction Operation Manager
Enclosures: *Bid Tabulation*
cc: File, CAP

NMDOT Concurrence
North Region Design Assistant Manager



SHARED OWNERSHIP • COLLABORATION
INTENSITY • DISCIPLINE • SOLUTIONS

BID TABULATION

Project: Guadalupe Street
 Owner: City of Santa Fe
 Engineer: Wilson & Company
 Date: 1/20/2023

BASE BID					
ITEM NO.	BID ITEM	ITEM DESCRIPTION	UNIT	QTY	
1	107000	ENVIRONMENTAL COMMITMENTS	LS	1	
2	201000	CLEARING AND GRUBBING	LS	1	
3	203000	UNCLASSIFIED EXCAVATION	CY	4,020	
4	203100	BORROW	CY	500	
5	203200	UNSUITABLE MATERIAL EXCAVATION	CY	500	
6	207000	SUBGRADE PREPARATION	SY	12,990	
7	303180	BASE COURSE 8"	SY	13,470	
8	405000	DETOUR PAVEMENT CONSTRUCTION	SY	1,090	
9	407000	ASPHALT MATERIAL FOR TACK COAT	TON	5	
10	408100	PRIME COAT MATERIAL	TON	30	
11	423282	HMA SP- III COMPLETE	TON	3,530	
12	455000	DIAMOND GRINDING OF PCCP	SY	425	
13	502030	DRILLED SHAFT FOUNDATION 30"	LF	120	
14	502036	DRILLED SHAFT FOUNDATION 36"	LF	132	
15	511000	STRUCTURAL CONCRETE, CLASS A	CY	12	
16	511070	STRUCTURAL CONCRETE, CLASS HPD	CY	22	
17	532000	PENETRATING WATER REPELLENT TREATMENT	SY	82	
18	533000	REPAIR OF CONCRETE STRUCTURES	SY	130	
19	533001	EMBEDDED GALVANIC ANODES	EA	465	
20	533003	REPLACEMENT REINFORCING BARS	LB	3,000	
21	537000	POLYESTER/EPOXY CONCRETE BRIDGE DECK OVERLAY	CY	31	
22	540060	REINFORCING BARS GRADE 60	LB	10380	
23	540160	EPOXY COATED REINFORCING BARS GRADE 60	LB	2,100	
24	546000	RECOATING STRUCTURES	LS	1	
25	546200	SP 3 POWER TOOL CLEANING	SF	200	
26	546210	SP 11 POWER TOOL CLEANING	SF	100	
27	547000	SAFETY AND ENVIRONMENTAL REQUIREMENTS	LS	1	
29	570437	24" STORM DRAIN CULVERT PIPE	LF	120	
30	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	
31	601110	REMOVAL OF SURFACING (ROADWAY)	SY	18,890	
32	601110	REMOVAL OF SURFACING (BRIDGE)	SY	294	
33	603200	SILT FENCE	LF	300	

Engineer's Estimate				
UNIT PRICE	UNIT AMOUNT	AMOUNT		
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
\$ 35,000.00	\$ 35,000.00	\$ 35,000.00		\$ 35,000.00
\$ 75.00	\$ 301,500.00	\$ 301,500.00		\$ 301,500.00
\$ 125.00	\$ 62,500.00	\$ 62,500.00		\$ 62,500.00
\$ 150.00	\$ 75,000.00	\$ 75,000.00		\$ 75,000.00
\$ 4.50	\$ 58,455.00	\$ 58,455.00		\$ 58,455.00
\$ 15.00	\$ 202,050.00	\$ 202,050.00		\$ 202,050.00
\$ 65.00	\$ 70,850.00	\$ 70,850.00		\$ 70,850.00
\$ 1,000.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
\$ 700.00	\$ 21,000.00	\$ 21,000.00		\$ 21,000.00
\$ 150.00	\$ 529,500.00	\$ 529,500.00		\$ 529,500.00
\$ 225.00	\$ 27,000.00	\$ 27,000.00		\$ 27,000.00
\$ 400.00	\$ 52,800.00	\$ 52,800.00		\$ 52,800.00
\$ 2,500.00	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
\$ 4.00	\$ 41,520.00	\$ 41,520.00		\$ 41,520.00
\$ 250.00	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
\$ 175,000.00	\$ 175,000.00	\$ 175,000.00		\$ 175,000.00
\$ 12.50	\$ 236,125.00	\$ 236,125.00		\$ 236,125.00
\$ 10.00	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00

G/M Emulsion				
UNIT PRICE	UNIT AMOUNT	AMOUNT		
50,000.00	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00
25,000.00	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00
25.00	\$ 100,500.00	\$ 100,500.00		\$ 100,500.00
25.00	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00
25.00	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00
3.50	\$ 45,465.00	\$ 45,465.00		\$ 45,465.00
20.00	\$ 269,400.00	\$ 269,400.00		\$ 269,400.00
100.00	\$ 109,000.00	\$ 109,000.00		\$ 109,000.00
1,500.00	\$ 7,500.00	\$ 7,500.00		\$ 7,500.00
1,500.00	\$ 45,000.00	\$ 45,000.00		\$ 45,000.00
200.00	\$ 706,000.00	\$ 706,000.00		\$ 706,000.00
65.00	\$ 27,625.00	\$ 27,625.00		\$ 27,625.00
400.00	\$ 48,000.00	\$ 48,000.00		\$ 48,000.00
475.00	\$ 62,700.00	\$ 62,700.00		\$ 62,700.00
915.00	\$ 10,980.00	\$ 10,980.00		\$ 10,980.00
6,500.00	\$ 143,000.00	\$ 143,000.00		\$ 143,000.00
25.00	\$ 2,050.00	\$ 2,050.00		\$ 2,050.00
2,000.00	\$ 260,000.00	\$ 260,000.00		\$ 260,000.00
55.00	\$ 25,575.00	\$ 25,575.00		\$ 25,575.00
10.00	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
8,400.00	\$ 260,400.00	\$ 260,400.00		\$ 260,400.00
4.00	\$ 41,520.00	\$ 41,520.00		\$ 41,520.00
10.00	\$ 21,000.00	\$ 21,000.00		\$ 21,000.00
100,000.00	\$ 100,000.00	\$ 100,000.00		\$ 100,000.00
55.00	\$ 11,000.00	\$ 11,000.00		\$ 11,000.00
65.00	\$ 6,500.00	\$ 6,500.00		\$ 6,500.00
50,000.00	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00
500.00	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00
250,000.00	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00
7.50	\$ 141,675.00	\$ 141,675.00		\$ 141,675.00
70.00	\$ 20,580.00	\$ 20,580.00		\$ 20,580.00
10.00	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00

34	603250	DROP INLET PROTECTION TYPE I	EA	8
35	603251	DROP INLET PROTECTION TYPE II	EA	3
36	603262	COMPSTED MULCH SOCKS	LF	50
37	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1
38	607079	PEDESTRIAN/BICYCLE RAILING	LF	30
39	608004	CONCRETE SIDEWALK 4", INTEGRAL COLORED CONCRETE	SY	3,690
40	608006	CONCRETE SIDEWALK 6", INTEGRAL COLORED CONCRETE	SY	50
41	608106	DRIVE PAD 6", INTEGRAL COLORED CONCRETE	SY	1,070
42	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	SY	188
43	609200	HEADER CURB	LF	100
44	609412	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X12"	LF	3,910
45	609416	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X16"	LF	85
46	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X24"	LF	4,725
47	609430	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6"X 30"	LF	30
48	609648	CONCRETE VALLEY GUTTER 6"X48"	LF	1,000
49	609708	CONCRETE LAYDOWN CURB 8"X24"	LF	30
50	617000	VIBRATION MONITORING	LS	1
51	617003	VIDEO RECORDING	LS	1
52	617004	VIBRATION RISK SURVEY	LS	1
53	618000	TRAFFIC CONTROL MANAGEMENT	LS	1
54	618011	PUBLIC AWARENESS	LS	1
55	621000	MOBILIZATION	LS	1
56	623311	CURB DROP INLET TYPE I-B, 0' TO 4'	EA	3
57	623314	CURB DROP INLET TYPE I-B, OVER 4'	EA	2
58	623331	CURB DROP INLET TYPE I-B, OVER 4'	EA	3
59	623333	CURB DROP INLET TYPE III-B, OVER 4'	EA	1
60	662400	MANHOLE ADJUSTMENT	EA	18
61	663049	PRECONSTRUCTION UTILITY SURVEY	LS	1
62	663110	REMOVE & RELOCATE FIRE HYDRANT	EA	1
63	663728	8" WATERLINE 0' TO 6' DEPTH	LF	46
64	663855	ADJUST VALVE BOX TO GRADE	EA	26
65	663865	ADJUST WATER METER TO GRADE	EA	25
66	701000	PANEL SIGNS	SF	496
67	701030	REMOVE AND RESET PANEL SIGN	EA	15
68	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LF	910
69	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6

\$	125.00	\$	1,000.00	\$	1,000.00
\$	450.00	\$	1,350.00	\$	1,350.00
\$	35,000.00	\$	35,000.00	\$	35,000.00
\$	265.00	\$	977,850.00	\$	977,850.00
\$	300.00	\$	15,000.00	\$	15,000.00
\$	200.00	\$	214,000.00	\$	214,000.00
\$	125.00	\$	23,500.00	\$	23,500.00
\$	75.00	\$	293,250.00	\$	293,250.00
\$	100.00	\$	8,500.00	\$	8,500.00
\$	85.00	\$	401,625.00	\$	401,625.00
\$	100.00	\$	3,000.00	\$	3,000.00
\$	85.00	\$	85,000.00	\$	85,000.00
\$	75.00	\$	2,250.00	\$	2,250.00
\$	35,000.00	\$	35,000.00	\$	35,000.00
\$	25,000.00	\$	25,000.00	\$	25,000.00
\$	40,000.00	\$	40,000.00	\$	40,000.00
\$	180,000.00	\$	180,000.00	\$	180,000.00
\$	30,000.00	\$	30,000.00	\$	30,000.00
\$	685,000.00	\$	685,000.00	\$	685,000.00
\$	9,500.00	\$	28,500.00	\$	28,500.00
\$	8,000.00	\$	16,000.00	\$	16,000.00
\$	7,500.00	\$	22,500.00	\$	22,500.00
\$	15,000.00	\$	15,000.00	\$	15,000.00
\$	1,200.00	\$	21,600.00	\$	21,600.00
\$	35,000.00	\$	35,000.00	\$	35,000.00
\$	7,500.00	\$	7,500.00	\$	7,500.00
\$	800.00	\$	20,800.00	\$	20,800.00
\$	750.00	\$	18,750.00	\$	18,750.00
\$	30.00	\$	14,880.00	\$	14,880.00
\$	500.00	\$	7,500.00	\$	7,500.00
\$	12.00	\$	10,920.00	\$	10,920.00
\$	17,500.00	\$	105,000.00	\$	105,000.00

200.00	\$	1,600.00		1,600.00
200.00	\$	600.00		600.00
10.00	\$	500.00		500.00
25,000.00	\$	25,000.00		25,000.00
300.00	\$	9,000.00		9,000.00
140.00	\$	516,600.00		516,600.00
150.00	\$	7,500.00		7,500.00
150.00	\$	160,500.00		160,500.00
140.00	\$	26,320.00		26,320.00
35.00	\$	3,500.00		3,500.00
35.00	\$	136,850.00		136,850.00
36.00	\$	3,060.00		3,060.00
38.00	\$	179,550.00		179,550.00
40.00	\$	1,200.00		1,200.00
75.00	\$	75,000.00		75,000.00
36.00	\$	1,080.00		1,080.00
20,000.00	\$	20,000.00		20,000.00
25,000.00	\$	25,000.00		25,000.00
7,000.00	\$	7,000.00		7,000.00
559,232.50	\$	559,232.50		559,232.50
50,000.00	\$	50,000.00		50,000.00
950,000.00	\$	950,000.00		950,000.00
15,000.00	\$	45,000.00		45,000.00
25,000.00	\$	50,000.00		50,000.00
15,000.00	\$	45,000.00		45,000.00
25,000.00	\$	25,000.00		25,000.00
2,500.00	\$	45,000.00		45,000.00
50,000.00	\$	50,000.00		50,000.00
15,000.00	\$	15,000.00		15,000.00
250.00	\$	11,500.00		11,500.00
2,500.00	\$	65,000.00		65,000.00
2,500.00	\$	62,500.00		62,500.00
35.00	\$	17,360.00		17,360.00
180.00	\$	2,700.00		2,700.00
25.00	\$	22,750.00		22,750.00
8,500.00	\$	51,000.00		51,000.00

70	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00	171,467.50	171,467.50	171,467.50
71	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	14,300.00	14,300.00	14,300.00
72	704105	REMOVABLE MARKING TAPE 24"	LF	400	\$ 50.00	\$ 20,000.00	\$ 20,000.00	2.00	800.00	800.00
73	704150	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 4"	LF	16,490	\$ 10.00	\$ 164,900.00	\$ 164,900.00	5.00	82,450.00	82,450.00
74	704152	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 8"	LF	490	\$ 19.50	\$ 9,555.00	\$ 9,555.00	12.50	6,125.00	6,125.00
75	704154	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 24"	LF	1,710	\$ 65.00	\$ 111,150.00	\$ 111,150.00	32.00	54,720.00	54,720.00
76	704156	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) COMBINATION (THRU AND RIGHT) ARROW	EA	8	\$ 350.00	\$ 2,800.00	\$ 2,800.00	500.00	4,000.00	4,000.00
77	704158	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) RIGHT ARROW	EA	7	\$ 325.00	\$ 2,275.00	\$ 2,275.00	420.00	2,940.00	2,940.00
78	704160	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) LEFT ARROW	EA	27	\$ 325.00	\$ 8,775.00	\$ 8,775.00	420.00	11,340.00	11,340.00
79	704162	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) THRU ARROW	EA	16	\$ 250.00	\$ 4,000.00	\$ 4,000.00	320.00	5,120.00	5,120.00
80	704164	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) WORD (ONLY)	EA	15	\$ 400.00	\$ 6,000.00	\$ 6,000.00	400.00	6,000.00	6,000.00
81	704166	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) YIELD MARKINGS	LF	90	\$ 75.00	\$ 6,750.00	\$ 6,750.00	25.00	2,250.00	2,250.00
82	704168	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) BIKE SYMBOL (BIKEWAY)	EA	19	\$ 350.00	\$ 6,650.00	\$ 6,650.00	305.00	5,795.00	5,795.00
83	706100	SERVICE RISER (SIGNAL)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	2,550.00	5,100.00	5,100.00
84	706110	SERVICE RISER (LIGHTING)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	2,550.00	5,100.00	5,100.00
85	706230	METER PEDESTAL (COMBINATION)	EA	3	\$ 11,000.00	\$ 33,000.00	\$ 33,000.00	7,700.00	23,100.00	23,100.00
86	706420	LIGHTING CONTROL CABINET - TWO CIRCUIT	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00	8,000.00	16,000.00	16,000.00

70	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00	171,467.50	171,467.50	171,467.50
71	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	14,300.00	14,300.00	14,300.00
72	704105	REMOVABLE MARKING TAPE 24"	LF	400	\$ 50.00	\$ 20,000.00	\$ 20,000.00	2.00	800.00	800.00
73	704150	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 4"	LF	16,490	\$ 10.00	\$ 164,900.00	\$ 164,900.00	5.00	82,450.00	82,450.00
74	704152	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 8"	LF	490	\$ 19.50	\$ 9,555.00	\$ 9,555.00	12.50	6,125.00	6,125.00
75	704154	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 24"	LF	1,710	\$ 65.00	\$ 111,150.00	\$ 111,150.00	32.00	54,720.00	54,720.00
76	704156	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) COMBINATION (THRU AND RIGHT) ARROW	EA	8	\$ 350.00	\$ 2,800.00	\$ 2,800.00	500.00	4,000.00	4,000.00
77	704158	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) RIGHT ARROW	EA	7	\$ 325.00	\$ 2,275.00	\$ 2,275.00	420.00	2,940.00	2,940.00
78	704160	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) LEFT ARROW	EA	27	\$ 325.00	\$ 8,775.00	\$ 8,775.00	420.00	11,340.00	11,340.00
79	704162	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) THRU ARROW	EA	16	\$ 250.00	\$ 4,000.00	\$ 4,000.00	320.00	5,120.00	5,120.00
80	704164	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) WORD (ONLY)	EA	15	\$ 400.00	\$ 6,000.00	\$ 6,000.00	400.00	6,000.00	6,000.00
81	704166	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) YIELD MARKINGS	LF	90	\$ 75.00	\$ 6,750.00	\$ 6,750.00	25.00	2,250.00	2,250.00
82	704168	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) BIKE SYMBOL (BIKEWAY)	EA	19	\$ 350.00	\$ 6,650.00	\$ 6,650.00	305.00	5,795.00	5,795.00
83	706100	SERVICE RISER (SIGNAL)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	2,550.00	5,100.00	5,100.00
84	706110	SERVICE RISER (LIGHTING)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	2,550.00	5,100.00	5,100.00
85	706230	METER PEDESTAL (COMBINATION)	EA	3	\$ 11,000.00	\$ 33,000.00	\$ 33,000.00	7,700.00	23,100.00	23,100.00
86	706420	LIGHTING CONTROL CABINET - TWO CIRCUIT	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00	8,000.00	16,000.00	16,000.00

70	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00	171,467.50	171,467.50	171,467.50
71	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	14,300.00	14,300.00	14,300.00
72	704105	REMOVABLE MARKING TAPE 24"	LF	400	\$ 50.00	\$ 20,000.00	\$ 20,000.00	2.00	800.00	800.00
73	704150	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 4"	LF	16,490	\$ 10.00	\$ 164,900.00	\$ 164,900.00	5.00	82,450.00	82,450.00
74	704152	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 8"	LF	490	\$ 19.50	\$ 9,555.00	\$ 9,555.00	12.50	6,125.00	6,125.00
75	704154	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) 24"	LF	1,710	\$ 65.00	\$ 111,150.00	\$ 111,150.00	32.00	54,720.00	54,720.00
76	704156	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) COMBINATION (THRU AND RIGHT) ARROW	EA	8	\$ 350.00	\$ 2,800.00	\$ 2,800.00	500.00	4,000.00	4,000.00
77	704158	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) RIGHT ARROW	EA	7	\$ 325.00	\$ 2,275.00	\$ 2,275.00	420.00	2,940.00	2,940.00
78	704160	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) LEFT ARROW	EA	27	\$ 325.00	\$ 8,775.00	\$ 8,775.00	420.00	11,340.00	11,340.00
79	704162	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) THRU ARROW	EA	16	\$ 250.00	\$ 4,000.00	\$ 4,000.00	320.00	5,120.00	5,120.00
80	704164	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) WORD (ONLY)	EA	15	\$ 400.00	\$ 6,000.00	\$ 6,000.00	400.00	6,000.00	6,000.00
81	704166	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) YIELD MARKINGS	LF	90	\$ 75.00	\$ 6,750.00	\$ 6,750.00	25.00	2,250.00	2,250.00
82	704168	RETROREFLECTORIZED PREFORMED PLASTIC MARKING (TAPE) BIKE SYMBOL (BIKEWAY)	EA	19	\$ 350.00	\$ 6,650.00	\$ 6,650.00	305.00	5,795.00	5,795.00
83	706100	SERVICE RISER (SIGNAL)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	2,550.00	5,100.00	5,100.00
84	706110	SERVICE RISER (LIGHTING)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	2,550.00	5,100.00	5,100.00
85	706230	METER PEDESTAL (COMBINATION)	EA	3	\$ 11,000.00	\$ 33,000.00	\$ 33,000.00	7,700.00	23,100.00	23,100.00
86	706420	LIGHTING CONTROL CABINET - TWO CIRCUIT	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00	8,000.00	16,000.00	16,000.00

87	707004	TYPE I STANDARD, 4'	EA	1
88	707010	TYPE I STANDARD, 10'	EA	4
89	707015	TYPE I STANDARD, 15'	EA	13
90	707315	TYPE III STANDARD, 15' ARM	EA	2
91	707320	TYPE III STANDARD, 20' ARM	EA	2
92	707325	TYPE III STANDARD, 25' ARM	EA	2
93	707330	TYPE III STANDARD, 30' ARM	EA	6
94	709020	RIGID ELECTRICAL CONDUIT 2" (D/A)	LF	6,965
95	709030	RIGID ELECTRICAL CONDUIT 3" (D/A)	LF	3,465
96	709040	RIGID ELECTRICAL CONDUIT 4" (D/A)	LF	2,040
97	710000	ELECTRICAL PULL BOX (STANDARD)	EA	41
98	710010	ELECTRICAL PULL BOX (LARGE)	EA	22
99	710150	ELECTRICAL PULL BOX TYPE C	EA	10
100	710300	SPICE CABINET	EA	1
101	710350	SPICE VAULT	EA	3
102	711005	MULTI CONDUCTOR CABLE 5	LF	4,865
103	711007	MULTI CONDUCTOR CABLE 7	LF	705
104	711020	MULTI CONDUCTOR CABLE 20	LF	3,175
105	711104	SINGLE CONDUCTOR 4	LF	900
106	711106	SINGLE CONDUCTOR 6	LF	3,995
107	711108	SINGLE CONDUCTOR 8	LF	10,240
108	711110	SINGLE CONDUCTOR 10	LF	4,260
109	711512	COMMUNICATION CABLE 12 PAIR	LF	510
110	712011	1 SECTION TRAFFIC SIGNAL ASSEMBLY (LED)	EA	4
111	712031	3 SECTION TRAFFIC SIGNAL ASSEMBLY (LED)	EA	27
112	712051	5 SECTION TRAFFIC SIGNAL ASSEMBLY (LED)	EA	17
113	712202	PEDESTRIAN COUNTDOWN SIGNAL (LED)	EA	28
114	712330	3 SECTION BACKPLATE	EA	12
115	712350	5 SECTION BACKPLATE	EA	8
116	713025	ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON STATION	EA	28
117	713826	RADAR PRESENCE DETECTOR	EA	12
118	713842	RADAR DETECTOR CABLE	LF	2,225
119	713843	RADAR DETECTION CABINET INTERFACE UNIT	EA	3
120	714000	TRAFFIC ACTUATED CONTROLLER	EA	3
121	714280	8 PHASE DOUBLE RING CONTROLLER CABINET	EA	3
122	716800	ORNAMENTLA POLE & LUMINAIRE	EA	20
123	716701	LED ROADWAY LUMINAIRE	EA	24
124	721000	REMOVAL OF PAVEMENT MARKING	LF	260
125	721101	REMOVAL OF PAVEMENT MARKING SYMBOL	EA	3

\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
\$	1,500.00	\$	6,000.00	\$	6,000.00	\$	19,500.00
\$	1,500.00	\$	19,500.00	\$	19,500.00	\$	50,000.00
\$	25,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
\$	25,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
\$	25,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
\$	30,000.00	\$	180,000.00	\$	180,000.00	\$	180,000.00
\$	11.00	\$	76,615.00	\$	76,615.00	\$	95,287.50
\$	27.50	\$	95,287.50	\$	95,287.50	\$	45,900.00
\$	22.50	\$	45,900.00	\$	45,900.00	\$	41,000.00
\$	1,000.00	\$	41,000.00	\$	41,000.00	\$	33,000.00
\$	1,500.00	\$	33,000.00	\$	33,000.00	\$	8,000.00
\$	800.00	\$	8,000.00	\$	8,000.00	\$	10,500.00
\$	3,500.00	\$	10,500.00	\$	10,500.00	\$	1,762.50
\$	2.00	\$	9,730.00	\$	9,730.00	\$	23,812.50
\$	2.50	\$	1,762.50	\$	1,762.50	\$	2,475.00
\$	7.50	\$	23,812.50	\$	23,812.50	\$	7,990.00
\$	2.75	\$	2,475.00	\$	2,475.00	\$	12,800.00
\$	2.00	\$	7,990.00	\$	7,990.00	\$	4,260.00
\$	1.25	\$	12,800.00	\$	12,800.00	\$	-
\$	1.00	\$	4,260.00	\$	4,260.00	\$	2,500.00
\$	625.00	\$	2,500.00	\$	2,500.00	\$	20,250.00
\$	750.00	\$	20,250.00	\$	20,250.00	\$	21,250.00
\$	1,250.00	\$	21,250.00	\$	21,250.00	\$	23,800.00
\$	850.00	\$	23,800.00	\$	23,800.00	\$	1,500.00
\$	125.00	\$	1,500.00	\$	1,500.00	\$	1,800.00
\$	225.00	\$	1,800.00	\$	1,800.00	\$	42,000.00
\$	1,500.00	\$	42,000.00	\$	42,000.00	\$	144,000.00
\$	12,000.00	\$	144,000.00	\$	144,000.00	\$	7,787.50
\$	3.50	\$	7,787.50	\$	7,787.50	\$	19,500.00
\$	6,500.00	\$	19,500.00	\$	19,500.00	\$	21,000.00
\$	7,000.00	\$	21,000.00	\$	21,000.00	\$	90,000.00
\$	30,000.00	\$	90,000.00	\$	90,000.00	\$	220,000.00
\$	11,000.00	\$	220,000.00	\$	220,000.00	\$	16,800.00
\$	700.00	\$	16,800.00	\$	16,800.00	\$	-
\$		\$	-	\$	-	\$	-
\$		\$	-	\$	-	\$	

1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	7,620.00
1,905.00	\$	7,620.00	\$	7,620.00	\$	7,620.00	\$	28,600.00
2,200.00	\$	28,600.00	\$	28,600.00	\$	28,600.00	\$	50,000.00
25,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
25,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	56,000.00
28,000.00	\$	56,000.00	\$	56,000.00	\$	56,000.00	\$	168,000.00
28,000.00	\$	168,000.00	\$	168,000.00	\$	168,000.00	\$	139,300.00
20.00	\$	139,300.00	\$	139,300.00	\$	139,300.00	\$	86,625.00
25.00	\$	86,625.00	\$	86,625.00	\$	86,625.00	\$	61,200.00
30.00	\$	61,200.00	\$	61,200.00	\$	61,200.00	\$	49,200.00
1,200.00	\$	49,200.00	\$	49,200.00	\$	49,200.00	\$	30,800.00
1,400.00	\$	30,800.00	\$	30,800.00	\$	30,800.00	\$	22,000.00
2,200.00	\$	22,000.00	\$	22,000.00	\$	22,000.00	\$	5,500.00
5,500.00	\$	5,500.00	\$	5,500.00	\$	5,500.00	\$	12,000.00
4,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	13,378.75
2.75	\$	13,378.75	\$	13,378.75	\$	13,378.75	\$	2,044.50
2.90	\$	2,044.50	\$	2,044.50	\$	2,044.50	\$	28,575.00
9.00	\$	28,575.00	\$	28,575.00	\$	28,575.00	\$	3,600.00
4.00	\$	3,600.00	\$	3,600.00	\$	3,600.00	\$	13,982.50
3.50	\$	13,982.50	\$	13,982.50	\$	13,982.50	\$	30,720.00
3.00	\$	30,720.00	\$	30,720.00	\$	30,720.00	\$	12,780.00
3.00	\$	12,780.00	\$	12,780.00	\$	12,780.00	\$	4,080.00
8.00	\$	4,080.00	\$	4,080.00	\$	4,080.00	\$	2,000.00
500.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	27,000.00
1,000.00	\$	27,000.00	\$	27,000.00	\$	27,000.00	\$	22,100.00
1,300.00	\$	22,100.00	\$	22,100.00	\$	22,100.00	\$	21,840.00
780.00	\$	21,840.00	\$	21,840.00	\$	21,840.00	\$	1,980.00
165.00	\$	1,980.00	\$	1,980.00	\$	1,980.00	\$	1,696.00
212.00	\$	1,696.00	\$	1,696.00	\$	1,696.00	\$	26,600.00
950.00	\$	26,600.00	\$	26,600.00	\$	26,600.00	\$	114,000.00
9,500.00	\$	114,000.00	\$	114,000.00	\$	114,000.00	\$	8,900.00
4.00	\$	8,900.00	\$	8,900.00	\$	8,900.00	\$	18,000.00
6,000.00	\$	18,000.00	\$	18,000.00	\$	18,000.00	\$	21,000.00
7,000.00	\$	21,000.00	\$	21,000.00	\$	21,000.00	\$	87,000.00
29,000.00	\$	87,000.00	\$	87,000.00	\$	87,000.00	\$	240,000.00
12,000.00	\$	240,000.00	\$	240,000.00	\$	240,000.00	\$	36,000.00
1,500.00	\$	36,000.00	\$	36,000.00	\$	36,000.00	\$	520.00
2.00	\$	520.00	\$	520.00	\$	520.00	\$	645.00
215.00	\$	645.00	\$	645.00	\$	645.00	\$	

126	801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1					200,000.00	\$	200,000.00	200,000.00	
127	802000	POST CONSTRUCTION PLANS	LS	1					30,000.00	\$	30,000.00	30,000.00	
SUBTOTAL ABOVE BID ITEMS 1-127												\$	8,378,766.75

									205,000.00	\$	205,000.00	205,000.00	
									40,000.00	\$	40,000.00	40,000.00	
SUBTOTAL WITHOUT NMGR												\$	7,588,250.00

\$ 8,378,766.75

\$ 7,588,250.00

Items to be Bid at Same Unit Cost
 Items to be Bid at Same Unit Cost
 Items to be Bid at Same Unit Cost

Mathematical Error in Bid



Christopher Allen

I, _____, P.E. do hereby certify that this bid tabulation was prepared under my supervision and I am a duly registered professional engineer under the laws of the State of New Mexico.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

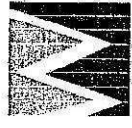
**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

GM Emulsion, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at: www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Michelle Martinez
NAICS: 237310 UNSPSC: 72131700, 72131701
Certification Number: WOSB:10877
Renewal Date: May 21, 2023
WOSB Regulatory Expiration Date: 5/21/2024



WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

Bliss Coulter

Bliss Coulter, Women's Business Center
President

Pamela Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

LaKesha White

LaKesha White, Vice President, Certification

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Marguerite Salazar
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerrillos Rd.
Santa Fe, New Mexico 87505

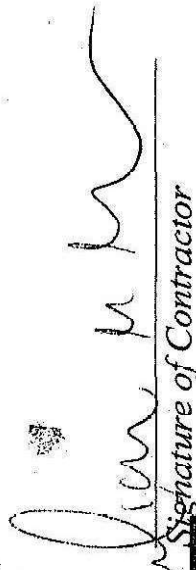
This is to certify that: **GM EMULSION LLC**
PERMANENT LICENSE #370602

Located At: 5935 AGUA FRIA STREET, SANTA FE, NM 87507

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of
GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05,
GF05, GF07, GF08, GF09, GS08
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

06/30/2011


Signature of Contractor


Clay Bailey
Director

This certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered upon demand. This certificate is non-transferable.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: G M EMULSION, LLC
DBA: G M EMULSION, LLC
5935 AGUA FRIA ST
SANTA FE, NM 87507-9030

Expires: 23-Jul-2024

Certificate Number:

L0509300144



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

GM Emulsion LLC

5935 AGUA FRIA ST

SANTA FE, NM, 87507-9030

has registered with the Department of Workforce Solutions

Registration Date: 5/14/2019 Registration Number: 002461320120530

This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>



City of Santa Fe, New Mexico

Memorandum



DATE: April 4, 2023

TO: Governing Body

VIA: *Regina Wheeler*
Regina Wheeler (Apr 6, 2023 16:52 MDT)

Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager *RGM*
RGM (Apr 19, 2023 07:59 MDT)

ACTION:

Request for the Approval of Construction Contract in the Total Amount of \$ 9,075,251.74 inclusive of NMGRF for the Construction of S100460 Guadalupe St. Reconstruction and LP5008 Guadalupe Bridge Rehabilitation Projects; GM Emulsion, LLC; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

BACKGROUND AND SUMMARY:

The construction of S100460 Guadalupe St. Reconstruction and LP5008 Guadalupe Bridge Rehabilitation projects will be awarded to GM Emulsion, LLC for \$ 9,075,251.74 including NMGRF via the attached contract. These two (2) projects were funded via federal program, Highway Safety Improvements Program and state program, Transportation Project Funds.

This project is the flagship of the City's Complete Streets Policy adopted by the Governing Body via Resolution #2022-46. It will make Guadalupe Street and Bridge safer for all road users especially the vulnerable ones, multi-modal, generate more economic activities, and make it more pleasant to walk, bike or drive. The roadway improvements include the addition of bicycle lanes, ADA compliant sidewalks, continuous raised median except where turn bays exist, reduced number of travel lanes, bridge rehabilitation, street landscaping and storm water drainage, intersection and driveway improvements.

Depending on supply chain issues, construction is estimated to last for 515 days, and will start as soon as the GM Emulsion, LLC. contract has been approved.

PROCUREMENT METHOD:

The procurement method is via Bid# 23/42/B.

CONTRACT NUMBER:

The FY23 Munis contract number is 3204012.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: CIP Streets / 330

Munis Org Name/Number: Streets/3309980

Munis Object Name/Number: WIP Construction/572970

Project String: ENG103300E-Construct

ATTACHMENTS:

Construction Contract

Award Letter

Procurement Checklist

Summary of Contracts

Performance Bond

Payment Bond

COI

Santa Fe Business Registration



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204012

Contractor: GM Emulsion, LLC

Description: **Contract for \$9,075,251.74 (inclusive of NMGR) to construct S100460 Guadalupe St. Reconstruction and LP5008 Guadalupe Bridge Rehabilitation Projects.**

Contract Agreement Lease / Rent Amendment

Term Start Date: TBD Term End Date: 04/30/2026

Approved by Council Date: TBD

Contract / Lease:

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: _____

[Signature]

Purchasing Officer Review:
Comment & Exceptions: Procured via ITB

Apr 13, 2023
Date:

4. Funding Source: CIP Streets / WIP Construction Org / Object: 3309980.572970

Andy Hopkins
Andy Hopkins (Apr 10, 2023 09:27 MDT)

Budget Officer Approval:
Comment & Exceptions: _____

Apr 10, 2023
Date:

Staff Contact who completed this form: Romella Glorioso-Moss Phone # 505-955-6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: GM Emulsion, LLC

Procurement Title: Construction Contract

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 Staff Name Romella Glorioso-Moss

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
- 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:

Romella Glorioso-Moss Capital Projects Manager 4/4/2023

Department Rep Printed Name (attesting that all information included) Title Date

 Contracts Supervisor Apr 13, 2023

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.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE , NM 87507

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: February 01, 2023

Expiration Date: February 01, 2024

CRS Number: 03181502002

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

GM EMULSION LLC
5935 AGUA FRIA ST AGUA FRIA ST
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services) and CONTACT (Michelle Vialpando, (505) 992-1873, michelle.vialpando@hubinternational.com). Includes Insurer details for Selective Insurance Company of America and Builders Trust of New Mexico.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Leased/Rented Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Guadalupe Street Reconstruction Project CN S1000460/LP 50008 - Bid# 23/42/B.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Santa Fe, PO Box 909, Santa Fe, NM 87504) and 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. Includes signature of authorized representative).












23-0186 GM Emulsion GB PW

Final Audit Report

2023-05-01

Created:	2023-04-28
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh52kD3-XrSLK_oqA3QHA0UZ2EelktfCc

"23-0186 GM Emulsion GB PW" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-04-28 - 6:20:04 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-04-28 - 6:22:00 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-04-28 - 6:25:08 PM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-04-28 - 6:27:08 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-04-28 - 6:27:10 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2023-04-28 - 6:27:12 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2023-04-28 - 9:48:05 PM GMT- IP address: 63.232.20.2
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2023-05-01 - 2:15:51 AM GMT- IP address: 98.230.203.228
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2023-05-01 - 2:16:04 AM GMT - Time Source: server- IP address: 98.230.203.228
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature
2023-05-01 - 2:16:07 AM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
2023-05-01 - 8:46:17 PM GMT- IP address: 104.47.65.254





Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-05-01 - 8:46:48 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-05-01 - 8:46:48 PM GMT

