Item# 23-0222
Munis Contract# _____

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 _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City’s failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City’s acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager’s determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract;
work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of “Non-Conformance” or notice of the Contractor’s apparent “Default of Contract.”

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List

e. Step V. Notice of Punch List Completion and Request of Final Inspection
f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the

punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The

City shall not release retained amounts until physical completion and when the Contractor fully complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico

State Highway and Transportation Department within this bidding documents, shall be interpreted as, “City of Santa Fe”.

b. NMDOT Project Manager shall be interpreted as, “City of Santa Fe, Construction/Project Manager.”
c. NMDOT Traffic Engineer shall be interpreted as “City of Santa Fe, Traffic Engineer.”
d. District Traffic Engineer shall be interpreted a “City of Santa Fe, Traffic Engineer.”

2. Existing Conditions

It is the Contractor’s responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder’s Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor’s progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a

task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond

the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink

Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	GM Emulsion, LLC
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) 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. 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 for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. 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 City ship 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.

1. 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 a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this

Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the

remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, gabriel@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: May 14, 2023

CONTRACTOR:
GM Emulsion, LLC.

GABRIEL MARTINEZ
VICE-PRESIDENT

DATE: _____

CRS# 03-181502-00-2
Registration # 110289

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:51 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

F. PROCUREMENT FORMS

1.0 Bid Form – Stipulated Sum (Single-Prime Contract)

Bid No: 23/48/B

Project: On-Call Roadway & Trails Construction Services

Date of Issuance of Invitation to Bid: February 10, 2023

This Bid is submitted **electronically** to:

Central Purchasing Division, City of Santa Fe Email: Purchasing_ITB@santafenm.gov

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

2. The Bidder accepts all the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security and other bidding documents. This Bid will remain subject to acceptance for 60 days after the day of bid opening. The Bidder shall sign and submit the Contract between City and Contractor with the bonds and other documents required by the bidding requirements within fifteen (15) calendar days after the date of the City's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the bidding documents and of the following amendment/addenda (receipt of all of which is hereby acknowledged):

No.	1	Date	2/24/2023	No.		Date	
No.	2	Date	2/27/2023	No.		Date	
No.	3	Date	3/3/2023	No.		Date	
No.	4	Date	3/6/2023	No.		Date	

B. The Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.

E. The Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's

representative is acceptable to the Bidder. All of this must be accomplished prior to the bid date.

F. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.

G. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest total option, provided the bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.

4. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

2.0 Bid Form – Unit Price(s):

Note: SSHBC means *Standard Specifications for Highway and Bridge Construction,* 2019 Edn,, NMDOT. The L.S. price shall be for the specifications listed in the SSHBC.

1. The Bidder agrees that:

A. All the work to be performed shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed by the end of the written contract term.

B. Upon execution of the contract, that if the Contractor neglects, refuses, or otherwise fails to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City the amount of Two Hundred Fifty Dollars ($250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the work called for.

D. The City reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.

2. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal with the bid is a condition of a responsible and responsive bid:

   A. Agent's Affidavit
   B. Subcontractor Listing Form
   C. Non-Collusion Affidavit of Prime Bidder
   D. Certificate of Non-Segregated Facilities
   E. Certificate of Bidder Regarding Equal Employment Opportunity
   F. Certificate of current registration with the NMDWS
   G. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID

   If any of the above documents are not included, current and completed in good order, the Bid shall be deemed non-responsive.

3. The following sample forms are attached to and their completion and submittal (as required) is a condition of award and/or performance of contract:

   A. Certificate of City of Santa Fe Business Registration (This form must be submitted upon Award of Contract.)
   B. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
   C. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
   D. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
   E. Weekly Payroll Form (This form must be provided during Construction.)
   F. Payroll Statement of Compliance (This form must be provided during Construction.)
   G. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
   H. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
   I. Project-specific Certificate of General Liability Insurance (Current COI must be provided within ten (10) days after City NOA.)

3.0 Signatures:

The individual(s) signing this Bid represents and warrants that he or she has the power and authority to bind the Company, and that no further action, resolution, or approval is necessary to enter into a binding Contract.

If the Bidder is:

A. ☐ Individual, ☐ Partnership, ☒ Corporation, ☐ Joint Venture

Fill in the pertinent information:

By: Gabriel Martinez (Individual's Name) Vice President (Title)

General Partner: _____

Company Name: GM EMULSION, LLC

Business address: 5935 Agua Fria Street, Santa Fe, NM 87507

Telephone: 505-471-9981 Email of contact person: gabriel@gmemulsion.com

New Mexico
(State of Incorporation)

If a New Mexico Corporation:
55770
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority

Attest: (Secretary)

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write "none")

NM License No.: 370602 Classification: GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08

NM Taxation and Revenue CRS No.: 03-181502-002

City of Santa Fe Business Registration No.: 110289

New Mexico DWS Registration No.: 002461320120530

G. SUPPLEMENT TO BID FORMS

Non-Collusion Affidavit of Prime Bidder

STATE OF) New Mexico
) ss.
COUNTY OF) Santa Fe

Gabriel Martinez, being first duly sworn, deposes and says that:

1) He is the Vice President of GM EMULSION, LLC, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: _____

Title: Vice President

Subscribed and sworn to before me this 9 day of March, 2023.

_____
Notary Public

My Commission expires: 5-7-25

RANDALL GALLEGOS
Notary Public - State of New Mexico
Commission # 1133374
My Comm. Expires May 7, 2025

Certification of Non Segregated Facilities

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: Vice President

Subscribed and sworn to before me this 9 day of March, 2023.

_____
Notary Public

My Commission expires: 5-7-25

RANDALL GALLEGOS
Notary Public - State of New Mexico
Commission # 1133374
My Comm. Expires May 7, 2025

Non-debarment Certification

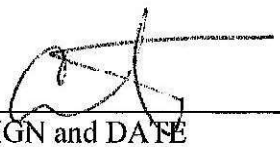
BIDDER GM EMULSION, LLC
ADDRESS 5935 Agua Fria Street, Santa Fe, NM 87507

The Federal Highway Administration suspends or debars contractors to protect taxpayer dollars and the City of Santa Fe ("City") is required to Award Contracts to responsible Bidders, the submission of the Bid is the Bidder's certification that neither it nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any federal department or agency. The Bidder further agrees that if it is the lowest Responsible Bidder and awarded the Contract then it shall comply with the following:

1. The Contractor shall verify through the SAM.gov website at https://sam.gov/content/home that its Subcontractor(s), at any tier(s), is not presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project. The result of this verification shall be provided in the New Mexico Department of Transportation's permission to subcontract request form number A-1086 and A-1087; and

2. If circumstances change to render this certification inaccurate, then the contractor shall provide the changed circumstances immediately in writing to the Construction/Project Manager. If the Contractor knowingly makes a false certification, the City may take any available actions under the Contract.

I acknowledge.

Gabriel Martinez  3/14/2023
PRINT NAME, SIGN and DATE

Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall statc as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: GM EMULSION, LLC

Address: 5935 Agua Fria Street, Santa Fe, NM 87507

1. Bidder has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause.

   X Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

   X Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Gabriel Martinez Vice President

Name and Title of Signer (please type)

Signature

3/14/2023

Date

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	Electrical
NAME	Bixby Electric
ADDRESS	521 Wheeler Ave SE, ABQ, NM 87102
TELEPHONE#	505-842-5384
LICENSE #	028568
NM DEPT. OF LABOR REGISTRATION	0190612011621
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	Concrete work
NAME	GME General Building, LLC
ADDRESS	5935 Agua Fria Street, Santa Fe, NM 87507
TELEPHONE#	505-471-9811
LICENSE #	396923
NM DEPT. OF LABOR REGISTRATION	002461320120530
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	Survey and Testing
NAME	BSN Santa Fe
ADDRESS	28 Bisbee Court, Ste B-10, Santa Fe, NM 87508
TELEPHONE#	505-473-7973
LICENSE #	15807
NM DEPT. OF LABOR REGISTRATION	1739920141222
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	Metal Barrier
NAME	San Bar Construction
ADDRESS	9101 Broadway SE, Albuquerque, NM 87105
TELEPHONE#	505-452-8000
LICENSE #	30106
NM DEPT. OF LABOR REGISTRATION	0191082011623
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	Vibration monitoring
NAME	WSP USA Environmental
ADDRESS	4221 Balloon Park Road NE, Albuquerque, NM 87109
TELEPHONE#	505-821-1801
LICENSE #	56124
NM DEPT. OF LABOR REGISTRATION	1742420150120
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	Traffic Control
NAME	Highway Supply
ADDRESS	6221 Chappell Road, NE, ABQ, NM 87113
TELEPHONE#	505-345-8295
LICENSE #	91853
NM DEPT. OF LABOR REGISTRATION	002199220110314
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	SWPPP Work
NAME	E2RC, LLC
ADDRESS	439 South Hill Road, Bernalillo, NM 87004
TELEPHONE#	505-867-4040
LICENSE #	350871
NM DEPT. OF LABOR REGISTRATION	1772820160104
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

GM Emulsion, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: May 21, 2021
Expiration Date: May 21, 2023
WBENC National Certification Number: WBE2101199

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Authorized by Bliss Coulter, President & CEO
Women's Business Center

Women's Business Council – Southwest

NAICS: 237310
UNSPSC: 72131700, 72131701

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · WBEC Florida · WBEC Metro NY · WBEC Greater DMV · WBEA · WBEC East · WBEC ORV · WBEC Pacific · Women's Business Development Center · WBEC South · WBEC West

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unth
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos 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, 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

Pat McMurray
Director

now and shall remain ... CTION INDU... ON and shall be su... to any time upon demand. This certificate ... no longer valid

Certificate of Registration

This is to certify that:

GM Emulsion, LLC

is registered as a Disadvantaged Business Enterprise with the
New Mexico Department of Transportation (NMDOT)
Disadvantaged Business Enterprise (DBE) Program
& New Mexico Unified Certification Program (NMUCP)

And is therefore so recognized as certified beginning on August 3, 2012

In accordance with 49 CFR Part 26 as amended, for continued DBE certification, an Annual Affidavit, Personal Net Worth statement, and the previous year's federal business and personal taxes must be submitted by the DBE owner(s) to NMDOT on or before the anniversary date.

CERTIFICATE NO. 12-08-462

CERTIFICATION REVIEW OFFICER

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

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: 4/19/2018 **Registration Number: 002461320120530**

This certificate <u>does not</u> 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

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **G M EMULSION, LLC**

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

Expires: **12-Aug-2024**

Certificate Number:

L0878292400

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

From:
To:
Date: Wednesday, February 17, 2021 11:22:23 AM



Sent from my iPhone

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe
Official Notice of Award

April 26, 2023

Mr. Gabriel Martinez
Vice President
GM Emulsion, LLC.
5935 Agua Fria St.
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Mr. Martinez,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and GM Emulsion, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the Task Order will amount to one hundred twenty-five thousand dollars ($125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

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143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

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233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4” Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5” caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing’s Calculations	$65,540.00	$36,915.00 *Purchasing’s Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder’s Calculations	**$65,540.00**	**$46,590.00** *Bidder’s Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL ***Purchasing's Calculations**			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

City of Santa Fe, New Mexico
Memorandum

DATE: April 14, 2023

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Apr 24, 2023 12:41 MDT)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager RGM

ACTION:
Request for the Approval of a Construction Contract with GM Emulsion, LLC., in the Total Amount of $10M Excluding NMGRT (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

BACKGROUND AND SUMMARY:
To establish a City-wide Price Agreement for on-call roadways and trails construction services, the City Procurement Office issued ITB #23/48/B on February 10, 2023. Scope of Work consists of, but is not limited to: pavement rehabilitation, roadway and trail construction, and related infrastructure such as storm water drainage, bicycle lanes, sidewalks, medians, striping, and other roadway safety features.

At the bid opening on March 14, 2023, four (4) contractors qualified for contract award including EMCO of Santa Fe, LLC., GM Emulsion, LLC., GME General Building, LLC., and JDR & Associates, LLC. See attached Bid Tab. Each of these contractors will be awarded a 2-year contract with a not to exceed amount of $10M. The term of this contract can be extended for another 2 years for a total of 4 years. This contract packet is for GM Emulsion, LLC. Others will be in a separate packet.

This contract will, as the previous contract did, support efficient deployment of funds for pavement rehabilitation as well as roadway and trails construction projects (Table 1). It provides capacity for work on already funded capital projects as well as pavement rehabilitation and emergency projects like West Alameda Culvert Replacement and the Guadalupe sinkhole repair project. Execution of these Agreements does not constitute a promise to purchase any amount of said work.

Table 1: Roadway and Trails Projects Likely to Use On-Call Construction Services

PROJECT NAME/TERMINI	EST. CONSTRUCTION START				CONSTRUCTION COST ESTIMATE
	2023	2024	2025	2026	
Acequia Trail Extension (Rufina/San Felipe)					$3.5M
Agua Fria – Cottonwood Intersection Improvements					$3.5M
Agua Fria – South Meadows Intersection Improvements					$2.5M
Arroyo de los Chamisos Crossing					$25.0M
Bishop's Lodge Road Reconstruction					$30.0M
El Camino Real Academy Trail					$1.0M
Harrison Road Sidewalk & Lighting Project					$0.5M
Henry Lynch Road Reconstruction (Rufina/Agua Fria)					$6.0M
Paseo del Sol Extension					$15.0M
St. Michael's Drive-Rail Trail Underpass					$10.0M
Tierra Contenta Trail Extension (Buffalo Grass/S. Meadows)					$2.5M
Total					**$99.5M**

PROCUREMENT METHOD:
The procurement method is via Bid#23/48/B.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204005.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Various
Munis Org Name/Number: Streets/3309980; Parks/3559980
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Construction Contracts
Bid Tab
COI
Santa Fe Business Registration
Procurement Checklist
Summary of Contracts

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3204005**

Contractor: **GM Emulsion, LLC.**

Description: **On-call construction contract not to exceed total amount of $10,000,000 excluding NMGRT via ITB 23/48/B**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **05/30/2025**

[☑] 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:** _____

Purchasing Officer Review: Apr 28, 2023 Date:

Comment & Exceptions: awarding multiple vendors via ITB

4. **Funding Source:** **various** **Org / Object:** **various org/572970**

Andy Hopkins
Andy Hopkins (Apr 28, 2023 10:14 MDT)

Budget Officer Approval: Apr 28, 2023 Date:

Comment & Exceptions: _____

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: On-Call 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	04/13/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 28, 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

CRS Number: 03181502002

Owner: MICHELLE MARTINEZ

License Number: 110289

License Type: Business License - Renewable

Issued Date: February 01, 2023

Classification: Contractor - General

Expiration Date: February 01, 2024

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

GMEMULS-01 BGRANADOS

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER A : Selective Insurance Company of America — NAIC # 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S250551500	4/12/2023	4/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S250551500	4/12/2023	4/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S250551500	4/12/2023	4/12/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5752	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			S250551500	4/12/2023	4/12/2024	Ded: $1,000 /	850,000
C	Pollution / Environm			CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,000

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

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

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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GB PWD GM Emulsion LLC - On-Call Construction Contract

Final Audit Report 2023-04-24

Created:	2023-04-21
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-OEiFYMfrpXmVGmuGl3t4eJRaOMi42Fl

"GB PWD GM Emulsion LLC - On-Call Construction Contract" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-21 - 4:03:26 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-21 - 4:07:09 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-24 - 6:41:29 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-24 - 6:41:37 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-24 - 6:41:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-24 - 6:41:39 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

23-0222 GM Emulsion GB PW

Final Audit Report 2023-05-15

Created:	2023-05-11
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtSd2zHnL71P1iYkajWQAC6jFe2o19JnA

"23-0222 GM Emulsion GB PW" History

Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-05-11 - 7:40:38 PM GMT- IP address: 63.232.20.2

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2023-05-11 - 7:43:55 PM GMT

Email viewed by ekoster@santafenm.gov
2023-05-12 - 11:49:31 PM GMT- IP address: 104.47.64.254

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-05-12 - 11:51:32 PM GMT- IP address: 63.232.20.2

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-05-12 - 11:51:34 PM GMT - Time Source: server- IP address: 63.232.20.2

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2023-05-12 - 11:51:37 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2023-05-13 - 0:13:11 AM GMT- IP address: 104.28.55.227

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2023-05-14 - 3:52:28 PM GMT - Time Source: server- IP address: 98.230.203.228

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2023-05-15 - 3:49:04 PM GMT- IP address: 104.47.65.254

Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
Signature Date: 2023-05-15 - 3:49:11 PM GMT - Time Source: server- IP address: 65.140.34.11

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