

Item# 23-0224  
Munis Contract# 3204021

**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 **GME General Building, 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](mailto: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](mailto: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](mailto:Benjamin.Wiltbank@lumen.com)

UTILITY OWNER: Comcast

Comcast – Cable

Contact: David Aikin

505.438.1930, [David\\_Aikin@comcast.com](mailto:David_Aikin@comcast.com)

UTILITY OWNER: NM Gas Company

NM Gas Company – Gas

Contact: Frank Aragon

505.470.0668, [Frank.Aragon@nmgco.com](mailto:Frank.Aragon@nmgco.com)

UTILITY OWNER: PNM Distribution System

PNM – Electric

Contact: Eric Winkler

505.473.3221, [Eric.Winkler@pnm.com](mailto:Eric.Winkler@pnm.com)

UTILITY OWNER: PNM Transmission System

PNM –Electric

Contact: Julia Seymour

505.373.5444, [julia.seymour@pnm.com](mailto: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	GME General Building, 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 I, 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, [rwheeler@santafenm.gov](mailto:rwheeler@santafenm.gov).

To the Contractor: Erik Trujillo, Vice-President, GME General Building, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, [erik@generalbuilding.com](mailto:erik@generalbuilding.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:

GME General Building, LLC



ERIK TRUJILLO  
VICE-PRESIDENT

DATE: 4-19-23

CRS# 03-420217-00-0

Registration # 19-00110289

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK *XIV*  
GB MTG 5/10/2023


CITY ATTORNEY'S OFFICE:



Marcos Martinez (Apr 18, 2023 16:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (May 12, 2023 18:07 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various

Org. Name/Org#



# City of Santa Fe, New Mexico

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

[www.santafenm.gov](http://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. Erik Trujillo  
Vice President  
GME General Building, LLC.  
5935 Agua Fria St.  
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Mr. Trujillo,

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 GME General Building, 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 <u>Numbers</u> (Dollar & Cents) (AA) GME	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents) (AB) JDR	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in <u>Numbers</u> (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

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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

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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, HMA SP-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

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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 1/2” 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" <b>Colored</b> (1-100 SY)	S.Y.	1	\$135.50	\$140.00	\$130.00	\$150.00
100	608005A	Concrete Sidewalk 4" <b>Colored</b> (101-500 SY)	S.Y.	1	\$125.50	\$135.00	\$130.00	\$140.00
101	608005B	Concrete Sidewalk 4" <b>Colored</b> (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" <b>Colored</b> , (1-250 LF)	L.F.	1	\$42.00	\$33.00	\$42.60	\$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" <b>Colored</b> , (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" <b>Colored</b>	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" <b>Colored</b> (1-30 LF)	L.F.	1	\$60.00	\$45.00	\$42.60	\$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" <b>Colored</b> (31-250 LF)	L.F.	1	\$55.00	\$45.00	\$42.60	\$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" <b>Colored</b> , (251+ LF)	L.F.	1	\$50.00	\$43.00	\$42.60	\$55.00
133	609500	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 <b>Colored</b> , 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" <b>Colored</b> (1-25 LF)	L.F.	1	\$50.00	\$39.00	\$42.60	\$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" <b>Colored</b> (26-250 LF)	L.F.	1	\$45.00	\$37.00	\$42.60	\$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" <b>Colored</b> (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

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents) (AA) GME	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents) (AB) JDR	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents) (AD) GM Emulsion
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 Retroreflectized 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

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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



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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

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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

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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
		<b>Total 1-18</b>			<b>\$501,089.00</b>	<b>\$553,818.00</b>	<b>\$550,375.00</b>	<b>\$529,911.29</b>

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	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			<del>\$41,838.50</del> *Purchasing's Calculations	\$65,540.00	<del>\$36,915.00</del> *Purchasing's Calculations	\$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	<del>\$41,800.00</del> *Bidder's Calculations	\$65,540.00	<del>\$46,590.00</del> *Bidder's Calculations	\$38,125.00

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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			<b>\$988,769.85</b> *Does not match	<b>\$997,040.00</b>	<b>\$1,057,501.10</b> *Does not match	<b>\$1,063,696.74</b>

STATE OF NEW MEXICO  
CONSTRUCTION INDUSTRIES DIVISION

G M E GENERAL BUILDING, LLC

LICENSE NUMBER

396923

Qualifying Party(3)

MCDOWELL KENNETH

TRUJILLO ERIK

MARTINEZ LIONEL

EXPIRES

12/31/2024

CLASSIFICATION(S)

GA01, GS90, GF01, GF02

GR03, GR00, MA00



*Alex J. Martinez*  
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.



# STATE OF NEW MEXICO

## TAXATION AND REVENUE DEPARTMENT

### RESIDENT CONTRACTOR CERTIFICATE

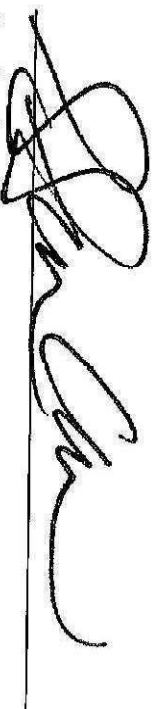
Issued to: G M E GENERAL BUILDING, LLC

DBA: G M E GENERAL BUILDING, LLC  
5935 AGUA FRIA  
SANTA FE, NM 87507

Expires: **25-Apr-2025**

Certificate Number:

**L0925624240**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

Michelle Lujan Grisham  
Governor

Clay Bailey  
Director

Marguerite Salazar  
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:* **G M E GENERAL BUILDING, LLC**

**PERMANENT LICENSE #396923**

*Located at:* **5935 AGUA FRIA, 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(s) of:*

**GA01, GB98, GF01, GF02, GF03, GF09, MM98**

*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*

**07/30/2021**

*Signature of Contractor*

*Clay Bailey*

Clay Bailey  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferrable.

# *Certificate of Contractor Registration*



This is to certify that

## **GME General Building, LLC**

5935 AGUA FRIA ST

SANTA FE, NM, 87507-9030

has registered with the Department of Workforce Solutions

**Registration Date: 10/31/2022**

**Registration Number: 28325764732018**

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



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 14, 2023

**TO:** Governing Body

**VIA:** *Regina Wheeler*  
Regina Wheeler (Apr 24, 2023 12:40 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 GME General Building, LLC., in the Total Amount of \$10M Excluding NMGR (Romella Glorioso-Moss, [rsglorioso-moss@santafenm.gov](mailto: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 GME General Building, 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
<b>Total</b>					<b>\$99.5M</b>

**PROCUREMENT METHOD:**

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

**CONTRACT NUMBER:**

The FY23 Munis contract number is 3204021.

**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 # 3204021

Contractor: GME General Building, LLC.

Description: On-call Construction Contract not to exceed \$10,000,00 excluding NMGR 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:** \_\_\_\_\_

*[Signature]*

Purchasing Officer Review:

Apr 28, 2023

Date:

Comment & Exceptions: Awarding multiple vendors via ITB

4. **Funding Source:** various

*Andy Hopkins*

Andy Hopkins (Apr 28, 2023 10:20 MDT)

Budget Officer Approval:

Org / Object: various org/572970

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: GME General Building, LLC.

Procurement Title: Construction Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	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:** GME GENERAL BUILDING LLC

**DBA:** GME GENERAL BUILDING LLC

**Business Location:** 5935 AGUA FRIA ST

SANTA FE, NM 87507

**CRS Number:** 03420217000

**Owner:** GME GENERAL BUILDING LLC

**License Number:** 154733

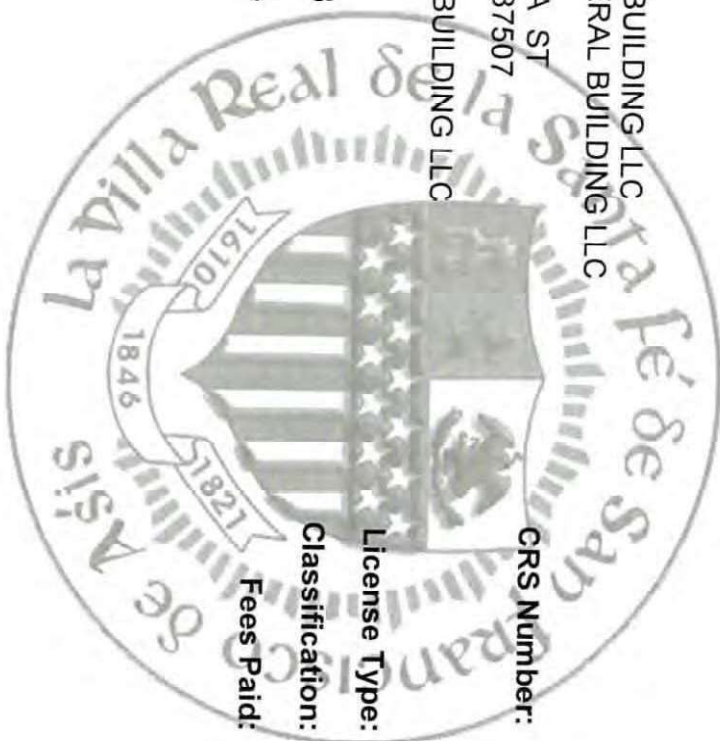
**License Type:** Business License - Renewable

**Issued Date:** February 03, 2023

**Classification:** Contractor - General

**Expiration Date:** February 03, 2024

**Fees Paid:** \$35.00



GME GENERAL BUILDING LLC  
5935 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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2023

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).

<b>PRODUCER</b> Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	<b>CONTACT</b> NAME: Angela Tolliver PHONE (A/C, No. Ext): 575-524-2222 x4 E-MAIL: atolliver@burke-insurance.com ADDRESS: atolliver@burke-insurance.com	<b>FAX</b> (A/C, No):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: United Fire Group		13021
INSURER B: Builders Trust of NM		525190
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 18306019

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	60511880	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60511880	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired and Non-Owned \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			60511880	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC-100-0006394-2023A	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Project: Any and All Jobs

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**City of Santa Fe  
120 S Federal Pl #305  
Santa Fe NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Burke Insurance Group, LLC		NAMED INSURED GME General Building, LLC 5935 Agua Fria Santa FE NM 87507
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Santa Fe and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of City of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies as per written contract. The general liability, auto and umbrella policies are primary and non-contributory.


# GB PWD GME General Building LLC - On-Call Construction (ITB 23-48-B)1

Final Audit Report


2023-04-20


Created:	2023-04-20
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdLKvIz46V1eOUS2MmsV1FPwL_YPZjYjK


## "GB PWD GME General Building LLC - On-Call Construction (ITB 23-48-B)1" History


 Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)  
2023-04-20 - 5:15:00 PM GMT- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature  
2023-04-20 - 5:17:21 PM GMT

 Email viewed by rawheeler@santafenm.gov  
2023-04-20 - 5:24:26 PM GMT- IP address: 104.47.64.254

 Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2023-04-20 - 5:24:46 PM GMT- IP address: 63.232.20.2

 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2023-04-20 - 5:24:48 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2023-04-20 - 5:24:48 PM GMT

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



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# GB PWD GME General Building LLC - On-Call Construction (ITB 23-48-B)deptsigned

Final Audit Report

2023-04-24

Created:	2023-04-21
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE1DqkVYKOp-Ot6YC-kFM8Cfuy1gJSaXQ

## "GB PWD GME General Building LLC - On-Call Construction (IT B 23-48-B)deptsigned" History

-  Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)  
2023-04-21 - 5:37:49 PM GMT- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature  
2023-04-21 - 5:39:55 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2023-04-24 - 6:40:12 PM GMT- IP address: 104.47.65.254
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2023-04-24 - 6:40:23 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2023-04-24 - 6:40:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2023-04-24 - 6:40:25 PM GMT

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# 23-0224 GME General Bulding LLC 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:	CBJCHBCAABAAi7DbOR-u4iSXupBhtOrwdn-h-eX-oYO

## "23-0224 GME General Bulding LLC GB PW" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-05-11 - 8:14:42 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-05-11 - 8:16:45 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-05-13 - 0:05:57 AM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-05-13 - 0:07:43 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-05-13 - 0:07:45 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2023-05-13 - 0:07:50 AM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-05-13 - 0:13:11 AM GMT- IP address: 104.28.55.229
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2023-05-14 - 3:51:43 PM GMT - Time Source: server- IP address: 98.230.203.228
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-05-14 - 3:51:47 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-05-15 - 3:54:11 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
Signature Date: 2023-05-15 - 3:54:18 PM GMT - Time Source: server- IP address: 65.140.34.11

✔ Agreement completed.

2023-05-15 - 3:54:18 PM GMT