



City of Santa Fe, New Mexico

Memorandum



DATE: May 7, 2024

TO: Public Works and Utilities Committee, Finance Committee, Governing Body

VIA: Layla Archuletta-Maestas, Deputy City Manager LAM
James Harris, Airport Manager JH

FROM: James Garduño, Airport Project Manager JG

ITEM AND ISSUE:

Request for the approval of General Services Contract with GM Emulsion, LLC in the total amount of \$1,727,032.93 including NMGRM for Runway 2-20 Midfield Pavement Rehabilitation at the Santa Fe Regional Airport. ; James Garduño, Project Manager, 505-670-3232, jdgarduno@santafenm.gov, James Harris, Airport Manager, 505-955-2901, jcharris@santafenm.gov.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport has received an NMDOT (Aviation) grant for rehabilitating the midfield portion runway 2/20. The Airport has an unusual design as all three (3) of the runways intersect at a single point (midfield). Due to this design, this section of pavement receives the most aircraft traffic; more than double any other surface on the Airport. Runway 2/20 is also the primary and air carrier preferred runway at the airport. Due to the volume of traffic this portion sees, it has begun deteriorating at a faster rate than other surfaces. Airport Operations staff have noted the pavement and markings are due for rehab in this area.

This rehab will mill the top 3 layers of asphalt and replace it with new asphalt. The work will be completed nightly, after the last commercial arrival and will conclude the next morning prior to the first commercial departure of the day. There are no anticipated impacts to commercial flights during the construction; any impacts should be minimal in nature.

The rough estimate of the schedule is to complete this work in three to three and one-half weeks due operational need of the airfield during the daytime. The rehabilitation on the runway will result in nightly closures of the airport for at least several nights. Once the paving in the midfield & safety areas of the other intersecting runways has been completed the airport may opt to only close runway 2/20 for overnight repairs, thus leaving the remainder of the airfield open and available to air traffic.

PROCUREMENT METHOD:

This work is being procured via NM Statewide Price Agreement (SWPA) # 30-00000-23-00070, which expires on June 30, 2024.

CONTRACT NUMBER:

The Munis contract number is 3204609.

FUNDING SOURCE:

Project: Midfield Repair

Fund Name/Number: 545/CIP AIRPORT

Munis Org Name/Number: Airport-Capital Project/5450407

Munis Object Name/Number: WIP Construction/572970

COMMITTEE REVIEW

Public Works and Utilities 05/20/2024
Finance 5/28/2024
Governing Body: 5/29/2024

ATTACHMENTS:

Contract
Exhibit A Cost proposal
Procurement Documents (SWPA)
Horizons Offer
Certificate of Insurance
Business License
Procurement Checklist
Summary of Contracts

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Goods & Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **GM Emulsion LLC**, herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform The Santa Fe Regional Airport Runway 2-20 repairs and paint markings. See attached proposal from GM Emulsion, marked Exhibit "A" hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Runway 2-20 Repairs & Paint Markings		\$1,596,333.15

The total compensation under this Agreement shall not exceed one million seven hundred twenty seven thousand thirty two dollars and ninety-three cents (**\$1,727,032.93**) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested

for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds**. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. **Notice: City Opportunity to Cure**.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *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 CONTRACT.*

8. Amendment

A. This Contract 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract 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 Paragraph 20 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract 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 contract.

Statewide/Existing Agreements 13-1-129 This Contract is issued against the state or agency Master Agreement, established, and maintained by the State of New Mexico (Purchasing Division) 30-00000-23-00070 AY, General Construction Services State-Wide, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, 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, Section 38-3-2. By execution of this Contract, 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 Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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 Contract may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

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

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Gabriel Martinez, Business Owner
GM Emulsion LLC
5935 Auga Fria Street, Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Gabriel Martinez, Business Owner
GM Emulsion LLC
5935 Auga Fria Street, Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com


42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

CONTRACTOR: GM Emulsion LLC


Alan Webber (May 30, 2024 15:54 MDT)
ALAN WEBBER, MAYOR

Gabriel Martinez
Gabriel Martinez (May 14, 2024 08:55 MDT)
Gabriel Martinez, Business Owner

DATE: May 30, 2024

DATE: May 14, 2024
CRS#03-181502-00-2

Registration #110289

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/29/2024 *XIV*

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 14, 2024 15:03 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (May 24, 2024 16:35 MDT) on behalf of Emily K. Oster
FINANCE DIRECTOR



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
70 Vendors

Number: 30-00000-23-00070

Amendment No.: One

Term: July 1, 2023 to June 30, 2024

Ship To:
**All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law**

Procurement Specialist: James Ortega

JO

Telephone No.: (505) 795-2516

Invoice:
As Requested at Time of Order

Email: james.ortega@gsd.nm.gov

Title: **GENERAL CONSTRUCTION SERVICES STATE-WIDE**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.
(CP) 0000150396 Wilson Construction Service, Inc. item #10, corrected amount is \$95.00
(BO) 0000086491 Mevacon LLC. Item # 16, corrected amount is \$1.70.**

Also, the vendor identification numbers for any awarded vendors that were not included in the initial award have been updated in the pages that follow.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 10/15/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

(AA-1) 0000073450
3B Builders Inc.
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3builders@gmail.com

Payment Term: NET 30
FOB: Destination
Delivery: 30 days

(AB-1) 0000174898
ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30
FOB: Destination
Delivery: JOB SITE/AS REQUESTED

(AK) 0000174924
Bruce Martin Construction, LLC
27 Vista Drive
Edgewood, NM 87015
505-363-1812
bruce@brucemartinconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AN) 0000174779
Colt Builders, Inc.
5304 Raton Highway
Des Moines, New Mexico 88418
575-278-2658
lonnie@coltbuildersinc.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Point Delivery to jobsite.

(AQ) 0000052651
Contreras Construction Corp.
P.O Box 50669
Albuquerque, NM 87181
505-503-8273
m.contreras@contrerasconstructioncorp.com

Payment Term: Net 30
FOB: Destination
Delivery: 8736 Broadway Blvd SW
Albuquerque, NM 87105

(AR) 0000174782
Eric Varela, Double E Builders
P.O. Box 234
Pecos NM 87552
505-231-8967
double.ebuildersnm@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BE) 0000163642

JGF Built LLC

2701 W. Picacho Ave Ste. 6
Las Cruces NM 88007

575-636-5135

jacob@jgfbuilt.com

Payment Term: Net 30

FOB: Destination

Delivery: As Requested

(BJ) 0000174921

L Martinez Construction LLC

P.O. Box 662

Santa Cruz, New Mexico 87567

(505) 614-6007

llmartinezconst@gmail.com

Payment Term: Net 30

FOB: Destination

Delivery: As Requested

(BM) 0000174876

Mark A. Lopez Development Inc.

1716 2nd Street

Santa Fe, NM 87505

(303) 999-9201

david@mldvets.com

Payment Term: Net 15

FOB: Destination

Delivery: 1716 2nd Street

Santa Fe, NM 87505

(BO) 0000086491

Mevacon LLC

PO Box 1200

Fair Acres, NM 88033

(575) 800-4910

arivas@meva-con.com james@meva-con.com

Payment Term: Net 21

FOB: Destination

Delivery: As Requested

(BP) 0000174881

Mountain States Structural Consultants, Inc.

7820 Enchanted Hills Blvd Ste. 217

Rio Rancho, NM 87144

505-850-2706

mountainstatesc@gmail.com

Payment Term: Net 30

FOB: Destination

Delivery: 7820 Enchanted Hills Blvd Ste. 217

Rio Rancho, NM 87144

(BQ) 0000049864

Murphy Builder's Inc.

808 S Boardman

Gallup, NM 87301

505-863-6274

rick@murphybuilders.com

Payment Term: Net 30

FOB: Destination

Delivery:

(BR) 0000142244
MVT Contracting
P.O. Box 1212
Española, New Mexico 87532-1212
505-470-0498
mvt0498@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: Depending on job, material usually ships to jobsite if not it will come to: 808 S Boardman Gallup, NM 87301 or as required.

(CD) 0000174850
Rio Trio LLC
4131 Campana Court
Las Cruces, New Mexico 88011
575-528-8782
RioTrioNM@Gmail.com

Payment Term: Net 30 from Approved Invoice
FOB: Destination
Delivery: Delivered to/at the project

(CH) 0000175098
Simply Green Construction LLC
5764 Lizard Ln. SW
Albuquerque, NM 87121
505-319-1393
simplygreenconstruction@outlook.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

(CI) 0000174750
Southwest Water Works, LLC.
2945 Rodeo Park Dr. East Suit 4
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested or per plans and Spec's

Certificate Of Completion

Envelope Id: 440A329E66194709ADE110536AA36D71

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

10/12/2023 10:35:19 AM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 10/12/2023 10:36:37 AM

Viewed: 10/12/2023 10:37:18 AM

Signed: 10/12/2023 10:37:33 AM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

James Ortega

james.ortega@gsd.nm.gov

Security Level: Email, Account Authentication
(None)

Sent: 10/12/2023 10:37:34 AM

Viewed: 10/12/2023 10:38:25 AM

Signed: 10/12/2023 10:38:30 AM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Natalie Martinez

natalie.martinez1@gsd.nm.gov

Deputy Director

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 10/12/2023 10:38:31 AM

Viewed: 10/12/2023 10:39:17 AM

Signed: 10/15/2023 9:00:31 PM

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.0.18

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/12/2023 10:36:37 AM
Certified Delivered	Security Checked	10/12/2023 10:39:17 AM
Signing Complete	Security Checked	10/15/2023 9:00:31 PM
Completed	Security Checked	10/15/2023 9:00:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

SPD_SWPA_Award_004_Rev_01_0822



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
70 Vendors

Price Agreement Number: **30-00000-23-00070**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **James Ortega**

JO

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
As Requested at Time of Order

Title: GENERAL CONSTRUCTION SERVICES STATE-WIDE

Term: July 1, 2023 to June 30, 2024

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/30/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

× This Agreement was signed on behalf of the State Purchasing Agent

MS

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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 bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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Awarded Vendors:

(AA) Not in SHARE

3B Builders Inc
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3builders@gmail.com

Payment Term:
FOB: Destination
Delivery: 30 days

(AB) Not in SHARE

ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30
FOB: Destination
Delivery: JOB SITE/AS REQUESTED

(AC) 0000097177

APIC Solutions
5550 Midway Park PI NE
Albuquerque, NM 87109
505-345-1381
orders@apicnm.com service@apicnm.com

Payment Term: 30
FOB: Destination
Delivery: 5550 Midway Park PI NE,
Albuquerque, NM 87109

(AD) 0000053415

Advanced Environmental Solutions
2318 Roldan Dr.
Belen, NM 87002
505-450-8953
asaiz@aesnm.cm

Payment Term: Net 30 Days
FOB: Destination
Delivery: Per Contract Specs

(AE) 0000107401

All-Rite Construction, Inc.
PO Box 67904
Albuquerque, NM 87193
505-344-7663
Meshach@ritecon.com chrissy@ritecon.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB

(AF) 0000009253

Allied Electric Inc
PO Box 28430
Santa Fe, NM 87592-8430
(505) 438-8899
george@alliednm.com

Payment Term: Net 30
FOB: Destination
Delivery: as requested by owner

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement # 30-00000-23-00070

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(AG) 0000054601

AnchorBuilt Inc
 PO Box 27688
 Albuquerque, NM 87125
 505-342-2452
 ray.zamora@anchorbuilt.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AH) 0000167268

Asbestos Experts, LLC
 3535 Princeton Dr Suite 107
 Albuquerque, NM 87107
 505-377-3237
 shannon@asbestosexperts.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AI) 0000046277

B&D INDUSTRIES, INC.
 9720 Bell Avenue SE
 Albuquerque, NM 87123
 505-299-4464
 newwojob@bandindustries.com

Payment Term: Net 30
FOB: F.O.B. Destination
Delivery: F.O.B. Destination

(AJ) 0000146366

Barnsley Construction, LLC
 PO Box 92072
 Albuquerque, NM 87199
 505-856-5576
 contact@barnsleyconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: 4900 Hawkins St NE
 Albuquerque, NM 87109

(AK) Not in SHARE

Bruce Martin Construction, LLC
 27 Vista Drive
 Edgewood, NM 87015
 505-363-1812
 bruce@brucemartinconstruction.com

Payment Term: Net 30
FOB: F.O.B. Destination
Delivery: As Requested

(AL) 0000146367

CRM Construction LLC, Miguel Contreras
 413 Burma Dr. NE
 Albuquerque, New Mexico 87123
 505-974-1869, 505-315-4943
 miguel.crmconstruction@gmail.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

(AM) 0000051994
Classic Industries, Inc.
P.O. Box 434
Dona Ana, NM 88032
575-523-2053
office@classicindincnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested per project

(AN) Not in SHARE
Colt Builders, Inc.
5304 Raton Highway
Des Moines, New Mexico 88418
575-278-2658
lonnie@coltbuildersinc.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Point Delivery to jobsite.

(AO) 0000138100
Consolidated Builders of NM LLC
116 Veranda Rd NW
Albuquerque, NM 87107
505-873-6139
Consolidatedbuilders@comcast.net

Payment Term: Net 30
FOB: Destination
Delivery: 116 Veranda Rd NW
Albuquerque, NM 87107

(AP) 0000046874
Conti Energy Control LLC.
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
nmservice@conticorporation.com

Payment Term: Net 30
FOB: Destination
Delivery: as directed

(AQ) 0000052651
Contreras Construction Corp.
P.O Box 50669
Albuquerque, NM 87181
505-503-8273
m.contreras@contrerasconstructioncorp.com

Payment Term: Net 30
FOB: Destination
Delivery: 8736 Broadway Blvd Sw
Albuquerque, NM 87105

(AR) Not in SHARE
Double E Builders
P.O. Box 234
Pecos NM 87552
505-231-8967
double.ebuildersnm@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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(AS) 0000170503

Elite Communications & Construction, LLC
1950 Bosque Farms Blvd
Bosque Farms, NM 87068
505-295-8000
shannon@elitenm.com, gabe@elitenm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AT) 0000049445

ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
505-884-2171 X102
spannell@esaconstruction.com

Payment Term: Net 30 days
FOB: Destination
Delivery: As required by contract/PO

(AU) 0000043596

First Mesa Construction, Inc.
8819 2nd St NW
Albuquerque NM 87114
505-843-8990
scott@firstmesa.net

Payment Term: Net 30
FOB: Destination
Delivery: As requested

(AV) 0000086357

Four Winds Mechanical HTC/AC, Inc.
8915 Adams St NE, Suite B
Albuquerque, NM 87113
505-908-0090
Lynn@4windsmechanical.com

Payment Term: Net 30
FOB: Destination
Delivery: 24 Hours

(AW) 0000049692

Franken Construction Co., INC.
1025 Douglas Avenue
Las Vegas, NM 87701
505-429-1962
brentfranken@frankenconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Jobsite or Contractors Yard

(AX) 0000154826

Fulcrum Contracting LLC.
5400 Sanban Dr.
Las Cruces, NM 88005
575-650-9523
ron@fulcrum-contracting.com
robert@fulcrum-contracting.com

Payment Term: Net 30
FOB: Destination
Delivery: Based on the type of award options will be agreed upon by both parties.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

(AY) 0000090285
GM Emulsion, LLC
5935 Agua Fria Street
Santa Fe, NM 87507
505-471-9981
fred@gmemulsion.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AZ) 0000141388
GME General Building
5935 Agua Fria Street
Santa Fe New Mexico 87507
(505)471-9981 or (505) 690-3563
erik@gmegeneralbuilding.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BA) 0000049140
Handiwork, Inc.
P.O. Box 16388
Albuquerque, NM 87191-6388
505-239-5575
jshuster@swcp.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Destination/As Requested

(BB) 0000046616
Highland Enterprises, Inc
PO Box 2409,
Las Cruces, NM 88004
575-524-3551
hei@highlandnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BC) 0000167639
Jaypen Construction
101 B Paseo Nopal
Santa Fe, New Mexico 87507
1-505-920-0710
jeremy.jaypenconst@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BD) 0000046321
Jack B. Henderson Construction Co.
PO Box 53176
Albuquerque, NM 87153-3176
5059751465
jeichhorst@jbhenderson.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

(BE) Not in SHARE
JGF Built LLC

2701 W. Picacho Ave Ste. 6
Las Cruces NM 88007
575-636-5135

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BF) 0000047607
Jim Sena Construction Co., Inc.
2201 Historic Route 66
Santa Rosa, NM 88435
(575) 472-3106
jsscinc@live.com

Payment Term: Net 30
FOB: Destination
Delivery: 2201 Historic Route 66
Santa Rosa, NM 88435

(BG) 0000129254
JRM Construction & Roofing Inc.
2620 VIA BERRENDA
SANTA FE, NM 87505
505-920-9768

Payment Term: NEW 30
FOB: Destination
Delivery: AS REQUESTED

JRMCONSTRUCTION65@YAHOO.COM

(BH) 0000061554
Junior Builders
2201 Historic Route 66
Santa Rosa, NM 88435
575-472-3705
juniorconstructionco@gmail.com

Payment Term: Net-30
FOB: Destination
Delivery: 2201 Historic Route 66
Santa Rosa, NM 88435

(BI) 0000148234
Kelley Oilfield Services
PO box 1270
Aztec, NM 87410
505-326-2423
Kkosi@kosinm.com

Payment Term: Net 30
FOB: Destination
Delivery: 3601 N 1st St. Suite M
Bloomfield NM, 87413

(BJ) Not in SHARE
L Martinez Construction LLC
P.O. Box 662
Santa Cruz, New Mexico 87567
(505) 614-6007
llmartinezconst@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

State of New Mexico
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(BK) 0000087051

La Mesilla Constuction, LLC
 98 County Road 119
 Espanola, NM 87532
 505-927-6513

lamesillaconstruction@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BL) 0000050594

Longhorn Construction Services, Inc
 9208 Lona Lane NE
 Albuquerque, NM 87111
 505-858-1360
 lcsinc@comcast.net

Payment Term: Net 30
FOB: Destination
Delivery: FOB

(BM) Not in SHARE

Mark A. Lopez Development Inc.
 1716 2nd Street
 Santa Fe, NM 87505
 (303) 999-9201
 david@mldvets.com

Payment Term: Net 15
FOB: Destination
Delivery: 1716 2nd Street
 Santa Fe, NM 87505

(BN) 0000138553

Nine Degrees Construction, LLC.
 101 Maguey Ct. Suite #2
 Sunland Park, NM 88063
 (915) 526-8739
 cesarm@nine-degrees.com

Payment Term: Net 30
FOB: Destination
Delivery: Same as the remit address

(BO) 0000086491

Mevacon LLC
 1207 Scoggins Ave,
 Las Cruces, NM 88005
 575-524-0327

arivas@meva-con.com james@meva-con.com

Payment Term: Net 21
FOB: Destination
Delivery: 1207 Scoggins Ave,
 Las Cruces, NM 88005

(BP) Not in SHARE

Mountain States Structural Consultants, Inc.
 7820 Enchanted Hills Blvd Ste 217
 Rio Rancho, NM 87144
 505-850-2706

mountainstatesc@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: 7820 Enchanted Hills Blvd Ste 217
 Rio Rancho, NM 87144

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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(BQ) 0000049864 (Inactive)

Murphy Builder's Inc.

808 S Boardman

Gallup, NM 87301

505-863-6274

rick@murphybuilders.com

Payment Term: Net 30
FOB: Destination
Delivery: Depending on job, material usually ships to jobsite if not it will come to: 808 S Boardman Gallup, NM 87301 or as required.

(BR) 0000142244 (Inactive)

MVT Contracting

P.O. Box 1212

Espanola, New Mexico 87532-1212

505-470-0498

mvt0498@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: 51 Private Drive 1142
Espanola, NM 87532

(BS) 0000090738

Nieto Custom Builders, Inc.

325 Academy Dr

Corrales, NM 87048

505-270-1346

info@nietobuilders.com

Payment Term: Net 30
FOB: Destination
Delivery: As as requested

(BT) 0000140941

NorthEastern Construction Company

925 Mills Ave

Las Vegas, NM 87701

505-426-7585

necontractors@yahoo.com

Payment Term: Net 10
FOB: Destination
Delivery: 925 Mills Ave,
Las Vegas, NM 87701

(BU) 0000009419

ORCOM, a Division of Ortega Companies,
Inc.

PO Box 605

Peralta, NM 87042

505-480-5852

billy@orcominc.com rosanna@orcominc.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BV) 0000092230

Osceola Inc

1300 1st St

Albuquerque NM 87102

505-850-8863

info@oesolarnm.com

Payment Term: Net 30
FOB: Destination
Delivery: 1300 1st St
Albuquerque NM 87102

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement # 30-00000-23-00070

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(BW) 0000075750

Paul Davis Restoration of Northern NM
 12 Bisbee Ct.
 Santa Fe, NM 87508
 505-471-1357
 analise.trujillo@pauldavis.com ;
 sam.garcia@pauldavis.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BX) 0000114869

Pluma_LL
 6301 4th St. Suite 1
 Albuquerque, NM 87107
 (505) 345-0755
 Kodi@plucys.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BY) 0000116761

Prime Builders, LLC
 PO Box 91480
 Albuquerque, NM 87199
 505-924-0455
 epeterson@primebuildersnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested

(BZ) 0000108577

QA Engineering LLC
 1409 Ortiz Drive SE
 Albuquerque, NM 87108
 505-250-8663
 robert@qaengineering.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested.

(CA) 0000132517

R and M Construction LLC
 PO Box 1026
 Alcalde, NM 87511
 5059272027
 robert@rmconstructionnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested.

(CB) 0000072052

Reineke Construction LLC
 PO Box 65
 Watrous, NM 87753
 5052706866
 info@reinekeconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB SITE

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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(CC) 0000168093
Rhino Roofing, Inc
2121 Osuna Rd NE
Albuquerque, NM 87113
505-242-1602

rhinoroofingjolyn@gmail.com
rhinoroofingdavid@gmail.com

Payment Term: 30 days
FOB: Destination
Delivery: 30 days

Public Works # 22720665762019

(CD) Not in SHARE
Rio Trio LLC
4131 Campana Court
Las Cruces, New Mexico 88011
575-528-8782
RioTrioNM@Gmail.com

Payment Term: Net 30 from Approved Invoice
FOB: Destination
Delivery: Deliverd to/at the project

(CE) 0000090374
Rymarc Construction, Inc.
3440 Princeton Drive NE
Albuquerque, NM 87107
Office 505-361-1869, Cell 575-781-0508
Bruce@RymarcConstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Delivery: As Requested

Public Works # 2389320120127

(CF) 0000117370
S.T.O.P. Restoration
5620 Venice Ave NE Ste J
Albuquerque, NM 87113
505-892-3112
stoprestoration123@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: 5620 Venice Ave NE Ste J
Albuquerque, NM 87113

(CG) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Destination

(CH) Not in SHARE
Simply Green Construction LLC
5764 Lizard Ln. SW
Albuquerque, NM 87121
505-319-1393
simplygreenconstruction@outlook.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

(CI) Not in SHARE
Southwest Water Works, LLC.
2945 Rodeo Park Dr. East Suit 4
Santa Fe, NM 87505
5056608097
ewan.young70@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested or per plans and Spec's

(CJ) 0000170501
The Aisling Company, LLC
6220 Chimayo Dr
Albuquerque, NM 87120
505-871-1000,505-220-6227
Info@aislingco.co

Payment Term: 21 days after submission
FOB: Destination
Delivery: 6220 Chimayo Dr
Albuquerque, NM 87120

(CK) 0000046339
Tresco Inc
1800 Copper Loop
Las Cruces, NM 88005
575-528-2218
gblock@trescoinc.org

Payment Term: Net 30
FOB: Destination
Delivery: Based on customer's request

(CL) 0000054166
Villalobos Builders, LLC
4711 Grand Avenue NE
Albuquerque, NM 87108
505-235-9293
villalobosbuildersllc@outlook.com

Payment Term: Net 30
FOB: Destination
Delivery:

(CM) 0000051414
WWRC, Inc
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term:
FOB: Destination
Delivery: As Requested

(CN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com
c.mcmahan@weilconstruction.com

Payment Term: Net 30
FOB: As Requested
Delivery: Destination

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

(CO) 0000050416
White Sands Construction Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: Destination

(CP) 0000150396
Wilson Construction Service, Inc.
123 Buckboard Trl
Nogal, NM 88341
303-242-2631
wilsonconstruction2020@gmail.com

Payment Term: Net 15
FOB: FOB Destination
Delivery: Destination

(CQ) 0000012754
Facilitybuild, Inc.
5904 Florence Ave NE
Albuquerque, NM 87113
505-828-0060
camkilecup@facilitybuild.com
rpino@facilitybuild.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: As Requested

(CR) 0000070502
Mans Construction Inc.
1996 S. Valley Dr.
Las Cruces, NM 88005
575-644-5011
Ftorres@Mans-Co.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: AS Requested

GARDUNO, JAMES D.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Thursday, March 14, 2024 10:51 AM
To: GARDUNO, JAMES D.
Subject: Re: First Right of Refusal Inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, Mar 14, 2024 at 10:47 AM GARDUNO, JAMES D. <jdgarduno@santafenm.gov> wrote:

I would like to offer this quote for the first right refusal, please let me know.

Exhibit "A"

Total

Subtotal

Sales Tax (8.1875%)

Federal ID: ENI: 27-1902307

CRS: 03-181502-00-2

Duns: 830132820

NM Work Force Solution: 002461320120530

NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08)

NM State Residence Certificate: L0509300144

Exclusions: SWPPP, Surveying, Material Testing, Engineering, Permits, Soil Blending, Rock Excavation, Utilities, Bonds, Striping and anything

not listed above. PRICES QUOTED ARE GOOD FOR 30 DAYS

Item Description Qty Rate U/M Total

SANTA FE REGIONAL AIRPORT

RUNWAY 2-20 REPAIRS

Project No. AIP 3-35-0037-XX-2023

621000 MOBILIZATION 1 75,000.00 ea 75,000.00T

618000 AIRPORT SAFETY & SECURITY 1 30,000.00 LS 30,000.00T

603000 TEMPORARY EROSION AND SEDIMENT

CONTROL 1 10,000.00 LS 10,000.00T

713300 SAW CUT 300 5.00 ft 1,500.00T

414130 COLD MILLING ASPHALT 3 Inch

Millings to stay on Site 25,758.33 5.00 sqyd 128,791.65T

423282 HMA SP III 4,636.5 271.00 ton 1,256,491.50T

407000 ASPHALT TACK 9 950.00 ton 8,550.00T

704001 RUNWAY & TAXIWAY MARKING 1 15,000.00 LS 15,000.00T

209000b BLADING AND RESHAPING 3,000 2.00 LF 6,000.00T

801000 CONSTRUCTION STAKING CONTRACTOR 1 15,000.00 LS 15,000.00T

901000 CONTRACTOR PROCESS QC TESTING 1 50,000.00 ALLOW 50,000.00T

Total including NMGR

\$1,727,032.93

Thank you,

James Garduno

Project Administrator

Santa Fe Regional Airport

jdgarduno@santafenm.gov

Cell 505-670-3232

Office 505-955-2906



SANTA FE
REGIONAL AIRPORT

GARDUNO, JAMES D.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, March 15, 2024 6:42 PM
To: GARDUNO, JAMES D.
Subject: Re: Determination request SWPA (STATEWIDE PRICE AGREEMENT NO. 20-80500-22-16972)

Of course!

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

On Mar 15, 2024, at 5:22 PM, GARDUNO, JAMES D. <jdgarduno@santafenm.gov> wrote:

Travis

Good to know, I was not aware, thank you>

***Thank you,
James Garduno
Project Administrator
Santa Fe Regional Airport
jdgarduno@santafenm.gov***

Cell 505-670-3232
Office 505-955-2906

<image001.jpg>

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From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Friday, March 15, 2024 3:53 PM
To: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>
Subject: RE: Determination request SWPA (STATEWIDE PRICE AGREEMENT NO. 20-80500-22-16972)

Hey James, you don't need my determination when you want to use a SWPA.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: https://intranet.santafenm.gov/finance_1

<image002.png>

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: GARDUNO, JAMES D. <jdgarduno@santafenm.gov>
Sent: Thursday, March 14, 2024 11:31 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination request SWPA (STATEWIDE PRICE AGREEMENT NO. 20-80500-22-16972)

Good afternoon,

I am submitting the following scope of work, as well as proposal, the procurement method will be SWPA.

STATEWIDE PRICE AGREEMENT NO. 20-80500-22-16972

Forecasting budget funds will be Grant SAF-24-02. This grant is from NMDOTAD.

Please let me know if you have any questions.

Exhibit "A"

Total

Subtotal

Sales Tax (8.1875%)

Federal ID: ENI: 27-1902307

CRS: 03-181502-00-2

Duns: 830132820

NM Work Force Solution: 002461320120530

NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08)

NM State Residence Certificate: L0509300144

Exclusions: SWPPP, Surveying, Material Testing, Engineering, Permits, Soil Blending, Rock Excavation, Utilities, Bonds, Striping and anything

not listed above. PRICES QUOTED ARE GOOD FOR 30 DAYS

Item Description Qty Rate U/M Total

SANTA FE REGIONAL AIRPORT

RUNWAY 2-20 REPAIRS

Project No. AIP 3-35-0037-XX-2023

621000 MOBILIZATION 1 75,000.00 ea 75,000.00T

618000 AIRPORT SAFETY & SECURITY 1 30,000.00 LS 30,000.00T

603000 TEMPORARY EROSION AND SEDIMENT

CONTROL 1 10,000.00 LS 10,000.00T

713300 SAW CUT 300 5.00 ft 1,500.00T

414130 COLD MILLING ASPHALT 3 Inch

Millings to stay on Site 25,758.33 5.00 sqyd 128,791.65T

423282 HMA SP III 4,636.5 271.00 ton 1,256,491.50T

407000 ASPHALT TACK 9 950.00 ton 8,550.00T

704001 RUNWAY & TAXIWAY MARKING 1 15,000.00 LS 15,000.00T

209000b BLADING AND RESHAPING 3,000 2.00 LF 6,000.00T

801000 CONSTRUCTION STAKING CONTRACTOR 1 15,000.00 LS 15,000.00T

901000 CONTRACTOR PROCESS QC TESTING 1 50,000.00 ALLOW 50,000.00T

Total including NMGRT

\$1,727,032.93

Thank you,

James Garduno

Project Administrator

Santa Fe Regional Airport

jdgarduno@santafenm.gov

Cell 505-670-3232

Office 505-955-2906

<image001.jpg>

This e-mail and any attachments thereto may contain confidential information and/or information protected by intellectual property



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Selective Insurance Company of America</td> <td style="text-align: center;">12572</td> </tr> <tr> <td>INSURER B : Builders Trust of New Mexico</td> <td></td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Insurance Company of America	12572	INSURER B : Builders Trust of New Mexico		INSURER C : Evanston Insurance Company	35378	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2505515	4/12/2024	4/12/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2505515	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2505515	4/12/2024	4/12/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	5752	1/1/2024	1/1/2025	<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
A	Leased/Rented Eqpt			S 2505515	4/12/2024	4/12/2025	Ded: \$1,000 / Limit:	100,000
C	Pollution / Environm			CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,000

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

CERTIFICATE HOLDER Santa Fe Regional Airport 121 Aviation Drive Santa Fe, NM 87507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

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

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: February 01, 2024

Expiration Date: February 01, 2025

CRS Number: 03181502002

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

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

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: GM Emulsion, LLC

Procurement/contract Title: General Services Contract

Procurement Method: Sole Source State Price Agreement/Existing Cooperative

Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Santa Fe Regional Airport Staff Name: James Garduno

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP (include ECR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration (always)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

James Garduno

Project Manager 5/7/2024

Department Point of Contact

Title

Layla Archuleta Maestas

Date

Layla Archuleta Maestas (May 7, 2024 09:14 MDT)

05/07/2024

Department Director

Date

May 24, 2024

Chief Procurement Officer

Date

N/A

ITT Representative

Title

Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204609 Procurement # (RFP/ITB# If any):

Contractor: GM Emulsion

Procurement Method: (SWPA) RFP ITB Sole Source GSA Cooperative Exempt

Description/Title: Request for the approval of General Services Contract with GM Emulsion, LLC in the total amount of \$1,727,032.93 including NMGR for Runway 2-20 Midfield Pavement Rehabilitation at the Santa Fe Regional Airport.

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: Upon approval Term End Date: _____ Total Contract Amount: \$1,727,032.93

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: General Services Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

3. Procurement History: NM Statewide Price Agreement (SWPA) # 30-00000-23-00070

[Signature] _____ May 24, 2024
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Midfield Repair Org / Object: 5450407.572970

Alexis Lotero _____ May 24, 2024
Alexis Lotero (May 24, 2024 16:35 MDT) Budget Officer Approval: _____ Date: _____

Comment & Exceptions: Alexis Lotero, Assistant Finance Director is signing on behalf of Budget and the Finance Director.

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: James Garduno Phone #: 505-670-3232

To be recorded by City Clerk: _____ Email: jdgarduno@santafenm.gov

Clerk #: _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____








24-0347 GM Emulsion

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYZJMWEa_5TIFbZsWn3FCxvZ-to8kzR9j

"24-0347 GM Emulsion" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-05-30 - 9:15:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-05-30 - 9:16:57 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-05-30 - 9:54:18 PM GMT- IP address: 172.226.3.23
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-05-30 - 9:54:27 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-05-30 - 9:54:30 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-05-30 - 9:56:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-05-30 - 9:56:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-30 - 9:56:36 PM GMT