



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 \$450,060.00 including NMGRT for Crack Seal Repair on the North Apron at the Santa Fe Regional Airport. ; James Garduño, Project Manager, 505-670-3232, jgarduno@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 SAF-23-02 for crack and surface seal repairs on the airfield. The grant monies are being utilized to repair & rehabilitate small to large cracks on the North Aircraft Aprons of the airport. The area of repair is situated between the Commercial Terminal Apron & Sierra Aviation section of the North Aprons.

Some of the cracks are quite large in size; the contractor has advised that to properly repair these cracks they will likely have to mill out & repave sections on the North Aircraft Aprons. There are no anticipated impacts to commercial flights during the construction. There are no anticipated impacts to any movement areas during this construction.

The rough estimate of schedule is to complete this work in four months due contractor availability time. The rehabilitation on the runway will not cause closure.

PROCUREMENT METHOD:

This work is being procured via NM Statewide Price Agreement (SWPA) # 20-80500-22-16972, which expires on July 10, 2024.

CONTRACT NUMBER:

The Munis contract number is 3204687.

FUNDING SOURCE:

Project: Air2360001

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 05/28/2024

Governing Body: 05/29/2024

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 crack and surface seal on the north ramp apron. 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 Crack & Surface Seal North Apron		\$450,060.00

The total compensation under this Contract shall not exceed **\$450,060.00** 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 Contract 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 Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Contracts, 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 The State of New Mexico 20-80500-22-16972 (Crack Sealing-Hot Mix Asphalt and Concrete Pavements) State-Wide Agreement, and through this language hereby incorporates this Contract 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 Contracts 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 Garduño, Project Manager
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.


[THIS SPACE INTENTIONALLY LEFT BLANK]

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 15:52 MDT)
ALAN WEBBER, MAYOR


Gabriel Martinez (May 8, 2024 07:39 MDT)
Gabriel Martinez, Business Owner

DATE: May 30, 2024

DATE: May 8, 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 (May 8, 2024 14:36 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY K. OSTER
FINANCE DIRECTOR



Exhibit "A"

Estimate

Name / Address James Garduno Santa Fe Regional Airport 121 Aviation Drive Santa Fe, NM 87507	Date 4/15/2024	Estimate # Airport cra
	Project	
	airport crack seal	

Item	Description	Qty	Rate	U/M	Total
	Crack Seal North Ramp Project is estimated at 3 pounds per SY in the event that the cracks do not take this much sealant, we will seal until the quantities are expended.				
621000	MOBILIZATION	1	2,500.00	ea	2,500.00T
411000	HOT POURED CRACK SEALING	110,000	3.50	LB	385,000.00T
411000d	HMA CRACK SEALING	3,500	7.00	sqft	24,500.00T
618000b	TRAFFIC CONTROL (Each)	1	4,000.00	ea	4,000.00T

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

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	Subtotal	\$416,000.00
	Sales Tax (8.1875%)	\$34,060.00
	Total	\$450,060.00



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
4 Vendors

Number: 20-80500-22-16972

Amendment No.: Two

Term: July 11, 2022 – July 10, 2024

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Karen G. Acosta Gonzalez

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@gsd.nm.gov

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: Crack Sealing – Hot Mix Asphalt and Concrete Pavements

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 11, 2023 to July 10, 2024 at the same price, terms and conditions.

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

Valerie Paulk

Date: 6/27/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

MS VL

Certificate Of Completion

Envelope Id: 79F8AEB111F942ECAA66702119FD14C3	Status: Completed
Subject: Please DocuSign: 20-80500-22-16972 A002	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vanessa LeBlanc
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Vanessa.LeBlanc@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
6/27/2023 1:36:05 PM	Vanessa.LeBlanc@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra	<i>MS</i>	Sent: 6/27/2023 1:42:20 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 6/27/2023 2:25:52 PM
New Mexico General Services		Signed: 6/27/2023 2:26:03 PM
Security Level: Email, Account Authentication (None)	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

Vanessa LeBlanc	<i>VL</i>	Sent: 6/27/2023 2:26:04 PM
vanessa.leblanc@gsd.nm.gov		Viewed: 6/27/2023 2:28:08 PM
New Mexico General Services		Signed: 6/27/2023 2:28:13 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2020 7:02:26 AM
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk	<i>Valerie Paulk</i>	Sent: 6/27/2023 2:28:13 PM
valerie.paulk@gsd.nm.gov		Viewed: 6/27/2023 3:02:37 PM
Signed of Behalf of State Purchasing Agent		Signed: 6/27/2023 3:02:56 PM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 164.64.62.10	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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	6/27/2023 1:42:20 PM
Certified Delivered	Security Checked	6/27/2023 3:02:37 PM
Signing Complete	Security Checked	6/27/2023 3:02:56 PM
Completed	Security Checked	6/27/2023 3:02:56 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.



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

Price Agreement Amendment

Awarded Vendor:
(AA) 0000051537
Dismuke Construction Company
PO Box 30354, Station D
Albuquerque, NM 87190

Email: dismukeconst@aol.com
Telephone No.: (505) 362-5032

Number: 20-80500-22-16972

Amendment No.: One

Term: July 11, 2022 – July 10, 2023

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Invoice:
New Mexico Department of Transportation
Various Locations

Email: Karen.Acosta-Gonzal@gsd.nm.gov

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: Crack Sealing – Hot Mix Asphalt and Concrete Pavements

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Price increase as shown on Page 2.

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

Valerie Paulk

Date: 3/15/2023

New Mexico State Purchasing Agent

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

(AA) Dismuke Construction Company

Items	Article and Description	Current Price	New Price
1	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$1.77
2	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$1.77
3	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Greater Than 50,000 lbs.	\$1.42	\$1.77
4	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$1.77
5	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$1.77
6	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs.	\$1.42	\$1.77
7	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$1.77
8	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$1.77
9	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs.	\$1.42	\$1.77
10	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$1.77
11	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$1.77
12	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs.	\$1.42	\$1.77

Certificate Of Completion

Envelope Id: 1B06B5391825475BB6FB2E9AFE613CF0

Status: Completed

Subject: Amendment 20-80500-22-16972 Crack Sealing

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen G Acosta

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

Karen.Acosta-Gonzal@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen G Acosta

Location: DocuSign

3/15/2023 10:11:48 AM

Karen.Acosta-Gonzal@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Natalie Martinez

Natalie.Martinez1@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/15/2023 10:27:58 AM

Viewed: 3/15/2023 10:28:33 AM

Signed: 3/15/2023 10:28:36 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Karen G Acosta

karen.acosta-gonzal@gsd.nm.gov

Procurement Specialist

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/15/2023 10:28:37 AM

Viewed: 3/15/2023 10:29:15 AM

Signed: 3/15/2023 10:29:20 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

Valerie.Paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication
(None), Login with SSO

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 3/15/2023 10:29:21 AM

Viewed: 3/15/2023 10:33:01 AM

Signed: 3/15/2023 10:33:13 AM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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**

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	3/15/2023 10:27:58 AM
Certified Delivered	Security Checked	3/15/2023 10:33:01 AM
Signing Complete	Security Checked	3/15/2023 10:33:13 AM
Completed	Security Checked	3/15/2023 10:33:13 AM

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

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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

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<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.



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
4 Vendors – See Page 6

Price Agreement Number: **20-80500-22-16972**

Payment Terms: **Net 30**

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

Delivery: **See Page 6**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Karen G. Acosta Gonzalez** *KGA*

Telephone No.: **(505) 372-9264**

Invoice:
New Mexico Department of Transportation
Various Locations

Email: **Karen.Acosta-Gonzal@state.nm.us**

For questions regarding this agreement please contact:
Angela Martinez – (505) 570-7940

Title: **Crack Sealing**

Term: **July 11, 2022 – July 10, 2023**

This 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: *7/8/2022*

Mark Hayden, New Mexico State Purchasing Agent

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-80500-22-16972

Page-2

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 the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-80500-22-16972

Page-3

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.

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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!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency 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 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 either the New Mexico State Purchasing Agent 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 issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in 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 instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – 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 item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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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 for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000051537

Dismuke Construction Company
PO Box 30354 Station D
Albuquerque, NM 87190
(505) 362-5032
dismukeconst@aol.com

Delivery: As Requested
NM Base Station: Albuquerque, NM

(AB) 0000090285

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

Delivery: As Requested
NM Base Station: 5935 Agua Fria Street
Santa Fe, NM 87507

(AC) 0000046616

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

Delivery: As Requested
NM Base Station: 645 S Compress Rd
Las Cruces, NM 88005

(AD) 0000045989

Mesa Verde Enterprises, Inc.
PO Box 907
Alamogordo, NM 88311
(575) 437-2995
derekjones@mesaverdeinc.com
alonsoacosta@mesaverdeinc.com
bobbighuthrie@mesaverdeinc.com

Delivery: FOB Destination
NM Base Station: 396 La Luz Gate Road
Alamogordo, NM

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Specifications:

Establish a Price Agreement for Crack Sealing of Hot Mix Asphalt and Joint and Crack Sealing of Concrete Pavements for the New Mexico Department of Transportation (NMDOT). Work shall consist of sealing joints and cracks in pavement to prevent water from entering the underlying materials which may cause stripping, pumping, sub-grade and base failure. This price agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this price agreement shall meet the specifications as set forth in this price agreement, and all applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current editions). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 New Mexico Administrative Code (NMAC), Contractors shall obtain prequalified status with the NMDOT as a condition to submitting a bid.

Vendors are required to ensure that the products used in conjunction with this price agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513.

Terms of Price Agreement:

The term of this agreement shall be for one (1) year from date of award with an option to extend for up to three (3) additional one (1) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond, payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another Contractor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Contractor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by NMDOT.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Contractor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the Contractor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

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The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. Show the amounts for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:

NMDOT shall perform a bid analysis of all bids received for price agreements requiring the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for final determination.

Method of Award:

Method of award shall be to multiple Contractors for each group. Items shall be awarded to multiple Contractors per group as follows:

Items 001 to 015 – Routed Joint and Crack Sealing and Non-Routed Joint and Crack Sealing
Items 016 to 020 – Crack Sealing and Resealing Concrete Pavement Joints

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

This price agreement may be awarded to one or more Contractors, but not to exceed three Contractors per group.

Utilization of Contractors:

The following procedure for the utilization of Contractors shall be used on multiple award price agreements.

1. The selection of a Contractor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.
3. The Contractor selected to perform the work on the project shall be the Contractor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Contractor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Contractor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

Public Works minimum Wage Act:

This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Contractor during the life of this Price Agreement.

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If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at: <http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

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

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

- 1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

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Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

(B) Worker's compensation insurance: The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

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(C) Certificate of Insurance/Department as Additional Insured: The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

(D) Umbrella Coverage: The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

(E) Other Required Insurance: The Contractor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.

(F) Railroad Insurance: In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

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The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Escalation Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

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

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

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mobilization will be bid on a per mile (mi) basis. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station_____.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Traffic Control:

Work conducted within the Project limits shall abide with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications, with respect to traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan (TCP) to the District Engineer or their designee **three (3) weeks prior** to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

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Special Warranty:

The Contractor shall furnish a five (5) year warranty to The New Mexico Department of Transportation from the manufacturer of the crack/joint sealant material which shall read as follows:

“We hereby warrant that our crack/joint seal material used to seal the cracks/joints in the pavement from M.P. _____ to M.P. _____ on the New Mexico route _____ shall prevent infiltration of water and/or foreign material through the joint under normal usage, shall not flow, have loss of bond or cohesive failure, blister, bubble or crack, or lose resilient rubber-like properties. This warranty is for a period of five (5) years from the date of placement and any defective material shall be replaced and new sealant applied at no cost to The New Mexico Department of Transportation”.

SUPPLEMENTAL SPECIFICATIONS

All work performed under this price agreement shall meet the specifications as set forth in this price agreement. All applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current editions) shall apply and be considered an integral part of these specifications.

SUPPLEMENTAL SPECIFICATIONS FOR ROUTED JOINT AND CRACK SEALING, HOT APPLIED, FOR CONCRETE AND ASPHALTS PAVEMENTS
American Standard Testing Method (ASTM) Designation: D 6690

Description:

This work consists of routing, preparing, and cleaning cracks and joints in the existing pavement surface and sealing these cracks and joints with hot-poured sealant.

Materials:

The Contractor shall use hot-poured sealant in accordance with the general and physical requirements of ASTM D 6690, Classification Type I or Type II as specified by the project manager. Products meeting these requirement and utilized under this price agreement shall be on the NMDOT's Approved Product List (APL).

The Contractor shall have the Supplier sample and test the sealant in accordance with ASTM D 6690 and provide certified test results for each lot or batch of sealant supplied.

Provide sealant packaged in containers and labeled in accordance with ASTM D 6690. Bulk shipments of sealant must be accompanied by documents that state the following:

1. Manufacturer's name;
2. Trade name of the sealant;
3. Batch or lot number;
4. Pouring temperature; and
5. Safe heating temperature.

Do not mix more than one (1) lot or batch within a bulk shipment of sealant.

Material Classification (ASTM Designation: D 6690)

Type I – A joint and crack sealant capable of maintaining an effective seal in moderate climates. The material is tested for low temperature performance at -18°C using 50% extension and meets pavement temperature performance limits of 70°C for crack filling.

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Type II – A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29°C using 50% extension.

Temperature and Weather Limitations:

Sealant shall be applied as indicated on the manufacturer's recommendation and when the following conditions exist:

1. The air temperature is at least 40 °F and rising; and
2. When the temperature of the existing pavement surface is above 32 °F.

The Contractor shall not place the sealant during inclement weather, on wet surfaces, or when the wind conditions prevent satisfactory sealing.

Equipment for Routed Cracks and Joints:

Provide router bits of at least ½ inch diameter that cut to one (1) inch deep.

Use air compressors that provide uncontaminated air at a pressure capable of cleaning cracks. Equip air compressors with traps to prevent oil and moisture from entering the air stream.

The equipment for heating and preparing the sealant mixture shall provide a continuous supply of the prepared mixture and maintain a continuous, uniform and homogeneous mixture during the sealing operation. The Contractor shall provide continuous mechanical agitation as necessary to maintain homogeneity.

Application devices shall provide uniform application of the sealant materials without clogging or causing other irregularities in distribution. Application devices and equipment shall meet the requirements of the sealant manufacturer.

Preparation of Routed Cracks and Joints:

Route and clean cracks or joints to the satisfaction of the District Engineer or their designee.

Route cracks or joints with an average clear opening from ¼ inch to ½ inch to provide a minimum sealant reservoir of ½ inch wide and to a depth of ¾ inch to one (1) inch, unless otherwise directed by the District Engineer or their designee. Center routers over the cracks during routing operations. Failure to adhere to the maximum dimension will result cessation of operations with resumption after the contractor demonstrates the capability to conform to specification.

Clean routed cracks or joints of all loose particles, dust, and other deleterious materials immediately before placing the sealant from the sealant reservoirs with high-velocity compressed air. If the crack or joint is deeper than one (1) inch, the Contractor shall fill the crack or joint with backer rod to a depth of (1) inch prior to applying sealant and fill the remaining 1 inch deep void. Backer rod shall be considered incidental to the routed crack and joint sealing Type I or Type II bid items; no measurement or separate payment will be made thereof.

Application of Sealant:

The Contractor shall control the application to confine sealant within the reservoirs; no crack sealant material shall be placed outside the routed reservoir. Apply sealant to the clean, dry-surfaced reservoirs to a depth of 1/8 inch to 1/4 inch below the existing surface of the roadway. If the District Engineer or their designee determines that the method of filling results in an excessive amount of sealant on the pavement surface, stop filling and change the method. Clean excess sealant material from the pavement surface.

Halt operations if application devices clog or irregularities occur during application and take corrective action immediately. Follow special preparation or placement requirements as indicated by the manufacturer.

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Resumption of Traffic:

The Contractor shall cure sealant in accordance with the manufacturer's requirements, before placing traffic on the pavement surface.

Method of Measurement:

Routed Joint and Crack Sealing will be measured and paid for by the pound. The District Engineer or their designee will determine final measured quantity for payment. All quantities measured by the District Engineer or their designee shall be considered to be final and all payments for the same will be made on this basis.

SUPPLEMENTAL SPECIFICATION FOR NON-ROUTED CRACK SEALING, HOT APPLIED, FOR ASPHALTS PAMEMENTS (ASTM Designation: D 6690)

Description

This work consists of cleaning and preparing cracks in the existing roadway surface and sealing these cracks with hot-poured sealant

Materials:

The Contractor shall use hot-poured sealant in accordance with the general and physical requirements of ASTM D 6690, Classification Type I or Type II as specified by the project manager. Products meeting these requirement and utilized under this price agreement shall be on the NMDOT's Approved Product List (APL).

The Contractor shall have the Supplier sample and test the sealant in accordance with ASTM D 6690 and provide certified test results for each lot or batch of sealant supplied.

Provide sealant packaged in containers and labeled in accordance with ASTM D 6690. Bulk shipments of sealant must be accompanied by documents that state the following:

Manufacturer's name;
Trade name of the sealant;
Batch or lot number;
Pouring temperature; and
Safe heating temperature.

Do not mix more than one (1) lot or batch within a bulk shipment of sealant.

Classification (ASTM Designation: D 6690)

Type I – A joint and crack sealant capable of maintaining an effective seal in moderate climates. The material is tested for low temperature performance at -18°C using 50% extension and meets pavement temperature performance limits of 70°C for crack filling.

Type II – A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29°C using 50% extension.

Temperature and Weather Limitations:

Sealant shall be applied as indicated on the manufacturer's recommendation and when the following conditions exist:

1. The air temperature is at least 40 °F and rising; and
2. When the temperature of the existing pavement surface is above 32 °F.

The Contractor shall not place the sealant during inclement weather, on wet surfaces, or when the wind conditions

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prevent satisfactory sealing.

Equipment for Non Routed Crack Sealing:

Use air compressors that provide uncontaminated air at a pressure capable of cleaning cracks. Equip air compressors with traps to prevent oil and moisture from entering the air stream.

The equipment for heating and preparing the sealant mixture shall provide a continuous supply of the prepared mixture and maintain a continuous, uniform and homogeneous mixture during the sealing operation. The Contractor shall provide continuous mechanical agitation as necessary to maintain homogeneity.

The Contractor shall use application devices that provide uniform application of the sealant materials without clogging or causing other irregularities in distribution. Application devices and equipment shall meet the requirements of the sealant manufacturer.

Preparation of Non-Routed Joint Crack Sealing:

Clean cracks with high-velocity compressed air to a depth of ½ inch to one (1) inch unless otherwise directed by the District Engineer or their designee. Immediately before placing sealant, clean loose particles, dust, and other deleterious materials from the sealant reservoirs with high-velocity compressed air

Application of Sealant:

Apply sealant to the clean, dry-surface of the crack. Sealant application shall be confined within the crack to a level slightly lower than the existing surface. Any excess material shall be squeegeed with a V or U shaped squeegee to a level flush or slightly below the pavement surface forming a wipe zone not to exceed ¾ inch on either side of the crack centerline. If the total wipe zone exceeds a total of 1.5 inches, the work may be rejected by the District Engineer or their designee. The District Engineer or their designee may suspend operations till the wipe zone width is corrected to meet the 1.5 inch requirement. Excess material shall be cleaned and removed. No payment will be made for excess material.

Halt operations if application devices clog or irregularities occur during application and take corrective action immediately. Follow special preparation or placement requirements indicated by the manufacturer.

Resumption of Traffic:

The Contractor shall cure sealant in accordance with the manufacturer's requirements, before placing traffic on the pavement surface.

Method of Measurement:

Non-Routed Crack Sealing will be measured and paid for by the pound. The District Engineer or their designee will determine final measured quantity for payment.

SUPPLEMENTAL SPECIFICATION FOR SEALING AND RESEALING OF CONCRETE PAVEMENT JOINTS

Silicone (ASTM Designation: D5893) and/or Polyurethane (ASTM Designation: C920) Sealant

Description:

This work consists of cleaning, priming, and sealing joints for newly placed concrete pavements. This work also consists of removing joint sealant, sawing, cleaning, priming, and resealing joints on existing concrete pavements.

This specification only applies to joints between adjacent Portland Cement Concrete Pavement (PCCP) surfaces. Joint sealing between (PCCP) and Hot Mix Asphalt (HMA) pavement shall be sealed in accordance with the Specifications for Routed Joint and Crack Sealing, Hot Applied, for Concrete and Asphalt Pavements also detailed in this price agreement.

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Materials:**Sealant:**

Joint sealant material will either be a Non-Sagging (NS) Type or Self Leveling (SL) type, single component silicone formulation meeting the requirements of ASTM D 5893 or a single component low modulus polyurethane formulation meeting the requirements of ASTM C 920 and Table 1A, "Polyurethane Sealant Physical Requirements."

The Contractor shall provide a qualified manufacturer's representative on the project for at least the first day of sealant application. The Contractor shall prepare and seal the joints in accordance with proper procedures approved by the manufacturer's representative.

The Contractor shall obtain the manufacturer's written verification of primer Bond-breaker, and sealant compatibility.

Certification:

For each lot of sealant applied to concrete pavement joints, the Contractor shall provide certified test results in accordance with **ASTM D 5893** or **ASTM C 920** and **Table 1A**, "Polyurethane Sealant Physical Requirements," except as otherwise provided in the.

The Contractor shall provide sealant test results and verification that the product is currently within the manufacturer's recommended shelf life to the District Engineer or their designee at least ten (10) Days before sealant installation. Certification will show areas of primer use.

Table 1A
Polyurethane Sealant Physical Requirements

Property	Test Methods	Requirements
Tensile Stress, 150% Elongation, 21 Day cure @ 77oF and 45 – 55% R.H., psi	ASTM D 412 Die C	150 - 200
Tack-Free Time, h, maximum	ASTM C 679	2 - 6
Adhesion & Cohesion under cyclic movement	ASTM C 719	Pass
Artificial Weathering	ASTM C 793	Pass
Weight (mass) Loss, %, maximum	ASTM C 792	10
Ozone and U.V. Resistance	ASTM C 793	Note 1
Movement Capability and Adhesion		Note 2

Note 1: The sealant shall show no chalking, cracking, or bond loss after 250 hours.

Note 2: The sealant shall show no adhesive or cohesive failure after ten (10) cycles of $\pm 50\%$ of joint width with the rate of extension or compression being no greater than 1/8 inch per hour.

Bond-breaker:

The bond-breaker is a round closed cell, non-absorbent material compatible with the sealant material that is at least 1/8 inch larger in diameter than the width of the joint being sealed. If primer is required, the Contractor shall ensure that no adverse reaction occurs between the bond-breaker and sealant or primer.

Construction Requirements:**General:**

The Contractor shall repair damage to the pavement surface, at no additional cost to the NMDOT. The Contractor shall perform these repairs to the concrete surfaces before beginning sealing operations, as directed by the District Engineer or their designee.

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The Contractor shall dispose of old sealant materials in accordance with the New Mexico Department of Transportation Standard Specifications (current edition), "Legal Relations, Environmental Requirements, and Responsibility to Public."

Temperature and Weather Limitations:

The Contractor shall perform joint sealing or resealing only under the following conditions:

1. The air and pavement temperatures are 40 °F or higher;
2. The pavement temperature is above the dew point;
3. The pavement and joint faces are dry and frost free; and
4. Weather conditions are dry.

Resealing Operations:

The Contractor shall saw the transverse and longitudinal joints to the specified width, depth, and configuration.

Joint Preparation:

The Contractor shall use a router to follow the path of the existing joints and widen the top of the joint to the required section.

The Contractor shall sandblast joints and clean with compressed air.

The Contractor shall provide a one (1) inch wide border of clean, dry, newly exposed concrete before placing the bond-breaker and sealant at the joint and adjacent pavement.

The Contractor shall use cleaning wands that provide compressed air with at least 100 psi of pressure at the outlet nozzle. The Contractor shall ensure that the compressed air is free of oil and moisture.

Sealant Application:

The Contractor shall apply the sealant according to the manufacturer's recommendations, unless otherwise specified and approved by the District engineer or their designee. The Contractor shall obtain the District engineer or their designee's approval of the manufacturer's sealant application instructions before beginning work.

The Contractor shall place the bond-breaker to maintain the specified depth of the sealant material.

The Contractor shall provide a finished joint seal surface that is concave and 1/4 inch ± 1/8 inch below the surface of the concrete pavement.

The District Engineer or their designee will cease operations if the Contractor seals joints inconsistently. The Contractor shall correct inconsistencies in joint sealing operations and remove and replace non-conforming sealant at no additional cost to the NMDOT.

Method of Measurement:

Sealing concrete pavement joints and resealing concrete pavement joints will be measured and paid by the linear foot.

Basis of Payment:

Sealing Concrete Pavement Joints will be paid per linear foot. Payment for the pay item(s) listed in this section and will not measure or pay separately for the following work:

1. Cleaning, priming, and sealing concrete pavement joints;
2. Removing joint sealant, sawing, cleaning, priming, and resealing joints; and
3. Provide sealant material.

Resealing concrete pavement joints will be paid per linear foot. Payment for the pay item(s) listed in this section and

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will not measure or pay separately for the following work:

1. Removal of existing material by saw cutting the joints;
2. Cleaning, priming, and sealing concrete pavement joints;
3. Removing joint sealant, sawing, cleaning, priming, and resealing joints; and
4. Provide sealant material.

PAYMENTS AND INVOICING

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. 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 purchase order to the Contractor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the NMDOT's Secretary or their duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

Invoice To:

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030
New Mexico Department of Transportation
District Two
4505 West Second St.
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
7500 East Frontage Road
P.O. Box 91750
Albuquerque, N.M. 87109-3768

New Mexico Department of Transportation
District Four
28 Bibb Industrial Dr.

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P.O. Box 10
Las Vegas, N.M. 87701-0030

New Mexico Department of Transportation
District Five
7315 Cerrillos Road
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2159
Milan, N.M. 87021-2159

Items:

Item	Approx. Qty	Unit	Description	(AA)	(AB)	(AC)	(AD)
1	20,000	lbs.	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$2.85		\$3.45
2	60,000	lbs.	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$2.85		\$2.97
3	100,000	lbs.	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Greater Than 50,000 lbs.	\$1.42	\$2.85		\$2.75
4	20,000	lbs.	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$2.85		\$3.61
5	60,000	lbs.	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$2.85		\$3.14
6	100,000	lbs.	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs.	\$1.42	\$2.85		\$2.91

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Item	Approx. Qty	Unit	Description	(AA)	(AB)	(AC)	(AD)
7	20,000	lbs.	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$2.65		\$2.50
8	60,000	lbs.	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$2.65		\$2.18
9	100,000	lbs.	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs.	\$1.42	\$2.65		\$2.00
10	20,000	lbs.	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs.	\$1.42	\$2.65		\$2.66
11	60,000	lbs.	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs.	\$1.42	\$2.65		\$2.34
12	100,000	lbs.	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs.	\$1.42	\$2.65		\$2.17
13	2,000	Mi	Mobilization Statewide - One way per mile (mi) as defined within price agreement.	\$1.00	\$10.00		\$5.00
14	600	Hr.	Traffic Control - Per Approved TCP	\$50.00	\$215.00		\$220.00
15	600	Hr.	Traffic Control Nighttime Hours - When Traffic control is required between the hours of 8pm to 5am Per Approved TCP	\$100.00	\$275.00		\$370.00
16	10,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide 1 to 5,000 L.F.		\$7.50	\$9.00	\$5.62
17	50,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide Greater Than 5,000 to 20,000 L.F.		\$6.50	\$8.50	\$4.27
18	100,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide Greater Than 20,000 L.F.		\$4.50	\$6.50	\$3.94

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Item	Approx. Qty	Unit	Description	(AA)	(AB)	(AC)	(AD)
19	2,000	Mi	Mobilization Statewide - One way per mile (mi) as defined within price agreement.		\$10.00	\$20.00	\$5.00
20	600	Hr.	Traffic Control - Per Approved TCP		\$215.00	\$275.00	\$220.00

*** 20 Items Awarded Total ***

Certificate Of Completion

Envelope Id: F494879FBFA74BBB803F544C7F59E87A	Status: Completed
Subject: 20-80500-22-16972 Crack Sealing 0723	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Karen G Acosta
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Karen.Acosta-Gonzal@state.nm.us
	IP Address: 164.64.63.2

Record Tracking

Status: Original	Holder: Karen G Acosta	Location: DocuSign
7/8/2022 2:10:34 PM	Karen.Acosta-Gonzal@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Natalie Martinez Natalie.Martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 7/8/2022 2:12:03 PM Viewed: 7/8/2022 2:17:52 PM Signed: 7/8/2022 2:17:56 PM
<i>MM</i>	
Signature Adoption: Pre-selected Style Using IP Address: 207.155.55.132	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen G Acosta Karen.Acosta-Gonzal@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	<i>KGA</i>	Sent: 7/8/2022 2:17:58 PM Viewed: 7/8/2022 2:21:42 PM Signed: 7/8/2022 2:21:47 PM
Signature Adoption: Pre-selected Style Using IP Address: 97.123.94.198		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 7/8/2022 2:21:48 PM Viewed: 7/8/2022 2:24:06 PM Signed: 7/8/2022 3:33:40 PM
Signature Adoption: Pre-selected Style Using IP Address: 174.205.227.75 Signed using mobile		

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

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	7/8/2022 2:12:03 PM
Certified Delivered	Security Checked	7/8/2022 2:24:06 PM
Signing Complete	Security Checked	7/8/2022 3:33:40 PM
Completed	Security Checked	7/8/2022 3:33:40 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.

GARDUNO, JAMES D.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Friday, April 19, 2024 8:49 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 morning,

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 Fri, Apr 19, 2024 at 5:54 AM GARDUNO, JAMES D. <jdgarduno@santafenm.gov> wrote:
I would like to offer for the first right refusal, please let me know.

Exhibit "A"

Scope
Crack, and seal north apron at Santa Fe regional airport.



Exhibit "A"

Name / Address James Garduno Santa Fe Regional Airport 121 Aviation Drive Santa Fe, NM 87507		<h2>Estimate</h2>		Date	Estimate #
				4/15/2024	Airport cra
				Project	
				airport crack seal	
Item	Description	Qty	Rate	U/M	Total
	Crack Seal North Ramp Project is estimated at 3 pounds per SY in the event that the cracks do not take this much sealant, we will seal until the quantities are expended.				
621000	MOBILIZATION	1	2,500.00	ea	2,500.00T
411000	HOT Poured CRACK SEALING	110,000	3.50	LB	385,000.00T
411000d	HMA CRACK SEALING	3,500	7.00	sqft	24,500.00T
618000b	TRAFFIC CONTROL (Each)	1	4,000.00	ea	4,000.00T
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					
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				Subtotal \$416,000.00	
				Sales Tax (8.1875%) \$34,060.00	
				Total \$450,060.00	

*Thank you,
James Garduño
Project Manager
Santa Fe Regional Airport
121 Aviation Dr. Santa Fe, NM 87507
jdgarduno@santafenm.gov
Cell 505-670-3232
Office 505-955-2906*

This email was sent from my mobile device. Please excuse any typos and my brevity.
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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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando	
	PHONE (A/C, No, Ext): (505) 992-1873	FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com		
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 :		

INSURED

GM Emulsion LLC
 5935 Agua Fria St.
 Santa Fe, NM 87507

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

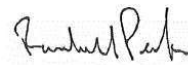
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input type="checkbox"/> OTHER:			S 2505515	4/12/2023	4/12/2024	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
							EMPLOYEE BENEFIT	\$ 1,000,000
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	4/12/2023	4/12/2024	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	4/12/2023	4/12/2024	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"/> OTHER	
							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	4/12/2023	4/12/2024	Ded: \$1,000 / Limit:	850,000
C	Pollution/Environm			CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Santa Fe Regional Airport 121 Aviation Drive Santa Fe, NM 87507	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 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 Date

Layla Archuleta Maestas

05/07/2024

Department Director

Date

May 17, 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: 3204687 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 \$450,060.00 including NMGRT for Crack Seal Repair on the North Apron at the Santa Fe Regional Airport.

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: Upon approval Term End Date: _____ Total Contract Amount: \$450,060.00

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) # 20-80500-22-16972

 May 17, 2024
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: NMSA 1978, Section 13-1-129

4. **Funding Source:** Air2360001 **Org / Object:** 5450407.572970

Andy Hopkins May 16, 2024
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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











Full Packet_GM Emulsion_SAF_CRACK SEAL_JG

Final Audit Report

2024-05-22

Created:	2024-05-15
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIUvLhkezRvqsBN7vMrxaCMjmLzxOumdU

"Full Packet_GM Emulsion_SAF_CRACK SEAL_JG" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-05-15 - 3:17:20 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-05-15 - 3:21:35 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-05-16 - 11:12:18 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-05-16 - 11:12:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-05-16 - 11:13:01 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-17 - 6:26:12 AM GMT- IP address: 172.225.198.45
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-17 - 6:27:30 AM GMT - Time Source: server- IP address: 73.228.0.234
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-05-17 - 6:27:32 AM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-05-17 - 12:04:35 PM GMT- IP address: 174.231.16.58
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-05-22 - 5:16:08 AM GMT- IP address: 104.47.64.254





Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-05-22 - 5:20:40 AM GMT - Time Source: server- IP address: 73.98.86.84



Agreement completed.

2024-05-22 - 5:20:40 AM GMT











24-0349 GM Emulsion LLC

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiF5bfJL13gaeN65JXDFI32cc47g8bDGd

"24-0349 GM Emulsion LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-05-30 - 9:50:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-05-30 - 9:51:30 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-05-30 - 9:52:50 PM GMT- IP address: 146.75.175.0
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-05-30 - 9:52:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-05-30 - 9:53:04 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-05-30 - 9:55:01 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-05-30 - 9:55:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-30 - 9:55:11 PM GMT