

**Date:** November 14, 2024

**To:** Governing Body

**Via:** *Regina Wheeler*  
Regina Wheeler (Nov 18, 2024 12:18 MST)  
Regina Wheeler, Public Works Department Director

**From:** Romella Glorioso-Moss, PhD, CPM, AICP

**Subject:** Construction of Tierra Contenta Trail Extension – Phase A

**Vendor Name:** GM Emulsion

**Vendor Number:** 3882

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**ACTION:**

Approval of a Construction Contract With GM Emulsion, LLC in the Total Amount of \$ 1,111,917 Excluding NMGRt for the Construction of S100770 Tierra Contenta Trail Extension – Phase A. (Romella Glorioso-Moss, Complete Streets Capital Project Manager; rsglorioso-moss@santafenm.gov)

**BACKGROUND AND SUMMARY:**

The bid for construction of Tierra Contenta Trail Extension from Buffalo Grass to South Meadows – Phase A was released on September 3, 2024 via ITB# 24090. There were five responsive bidders of which GM Emulsion, LLC was the lowest responsive bidder. A recommendation letter to award the contract to GM Emulsion was approved by NMDOT on September 24, 2024 as required by the grant funding for the project.


GM Emulsion's Scope of Work includes the construction of a 10'-wide concrete multiuse trail from the existing Arroyo Chamisos Trail at Tierra Contenta to South Meadows Road. The construction funding of \$1.3M is secured from the Transportation Alternative Program – a federally program administered by the NMDOT. Construction could start as soon as the contract is approved and is expected to last for six months depending on the weather.

**ATTACHMENTS:**

Construction Contract  
Santa Fe Business License  
Certificate of Liability Insurance  
Letter of Recommendation to Award  
Notice of Award

**PROCUREMENT METHOD:**

The procurement method is via ITB# 24090.

**Chief Procurement Officer Approval:**  **Date:** Nov 22, 2024  
**Comment/Exceptions:** \_\_\_\_\_

**Supporting Information:****CONTRACT NUMBER:**

The FY25 Munis contract number is 3250301

The FY25 Project ledger number is GO18355BV.

**\$\$\$\$\$ SOURCE/REVENUE:** ☒Expense ☐Revenue

**The funding source is:** NM Department of Transportation D19937

**Fund Name/Number:** Parks & Trails / 355


**Munis Org Name/Number:** Parks & Trails /3559980

**Munis Object Name/Number:** WIP Construction/572970

*If the project is grant funded? List grant award number:* D19937

**Grant Manager / Accounting Officer Approval:**  **Date:** Nov 22, 2024  
**Comment/Exceptions:** \_\_\_\_\_

**Project Ledger #:** GO18355BV

**Budget Officer Approval:**  **Date:** Nov 20, 2024  
**Comment/Exceptions:** \_\_\_\_\_

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):**

☒Yes | ☐ No

**# (if known):** \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

☐Yes | ☒ No

**If yes ->** ☐Repair | ☐ Replacement

**Please explain:** \_\_\_\_\_

**Capital Project:**

**(New and improvement projects that are going to cost \$10,000 or more)**

☒ Yes | ☐ No

**Project Ledger #:** GO18355BV

**Anticipated length of project:** 6 months

**Asset Manager Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Department Approvals:**

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment & Exceptions:** \_\_\_\_\_

Department Contract Administrator Contact Info:

Amanda Archuleta, [ajarchuleta@santafenm.gov](mailto:ajarchuleta@santafenm.gov), 505-955-6631

*Halona Crowe*

\_\_\_\_\_  
Reviewed by Halona Crowe

CITY OF SANTA FE  
CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **GM Emulsion, LLC.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

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

**WHEREAS**, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for S100770 CIP474A Tierra Contenta Trail Extension from Buffalo Grass to South Meadows. (Bid Number 24090).

The work designated as S100770 Tierra Contenta Trail Extension Project Phase A consists of but is not limited to the construction of a 10’-wide concrete multi-use trail from the existing Arroyo Chamisos Trail at Tiera Contenta to South Meadows Road as described in the Contract Documents.

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

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

B. Project: S100770 CIP474A Tierra Contenta Trail Extension

C. City Department: Public Works

D. Distribution:

City	<u>Romella Glorioso-Moss, Complete Streets Capital Projects Manager</u>
Contractor	<u>Gabriel Martinez, GM Emulsion, LLC.</u>
Engineers	<u>Eric Cornelius, PE, Santa Fe Engineering, LLC.</u>

**2. Compensation**

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed **One Million One Hundred Eleven Thousand Nine Hundred Seventeen Dollars** (1,111,917.00) based upon deliverables for progress payments, such compensation not to exceed (1,111,917.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	\$ 1,111,917.00
Gross Receipts Tax (8.1875%)	\$ 91,038.20
<i>Base Bid plus NMGR</i>	\$ 1,202,955.20

**The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed \$1,202,955.20. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. .

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and

the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

**E. Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

### **3. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

### **4. 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 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 5, "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.*

### **5. Appropriations**

The terms of this Contract 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 Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

#### **6. Status of Contractor**

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

#### **7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

#### **8. Assignment**

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

#### **9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this 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.

#### **10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. 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 the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this 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.

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 Article 12 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 Article 12 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 Article 12 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.

**14. 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 Article 4 herein, or to agree to the reduced funding.

**15. Change Orders**



A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Contract compensation, as outlined in Article 2; or
- 5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
  - (a) the name of the person requesting the change;
  - (b) a summary of the required change;
  - (c) the start date for the change;
  - (d) the reason and necessity for change;
  - (e) the elements to be altered; and
  - (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

## **16. Merger**

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the ITB#24090 Construction of Tierra Contenta Trail Extension Phase A and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

## **17. Penalties for violation of law**

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 illegal bribes, gratuities and kickbacks.

## **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

#### **19. 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.

#### **20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

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

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

D. 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.

## **22. Records and Financial Audit**

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

## **23. Indemnification**

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

## **24. 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.

## **25. 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.

## **26. 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.

## **27. Notices**

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

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

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 3935 Agua Fria Street, Santa Fe, NM 87507, gabriel@gmemulson.com.

## **28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

## **29. Progress Payments**

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

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

## **30. Liquidated Damages**

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

## **31. Final Payment**

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

## **32. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path

Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

### **33. General and Special Provisions**

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

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

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

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

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

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

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.


L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

  
Alan Webber (Jan 31, 2025 08:53 MST)

ALAN WEBBER, MAYOR

DATE: Jan 31, 2025

CONTRACTOR:

GM Emulsion, LLC

  
Gabriel Martinez (Nov 5, 2024 09:01 MST)

GABRIEL MARTINEZ, OWNER

DATE: Nov 5, 2024

NMBTIN#: 271902307

ATTEST:

  
ANDREA SALAZAR (Feb 10, 2025 16:39 MST)

~~GERALYN CARDENAS, INTERIM CITY CLERK~~ xlv

GB MTG 01/29/2025

CITY ATTORNEY'S OFFICE:

  
Kevin L. Nault (Nov 5, 2024 10:03 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY OSTER, FINANCE DIRECTOR

# Santa Fe Engineering Consultants, LLC



Civil and Traffic Engineering  
Construction Management  
Land Development

1599 St Francis Drive, Suite B  
Santa Fe, N. M. 87505  
(505) 982-2845 Fax (505) 982-2641

September 20, 2024

Ms, Romella Glorioso-Moss,  
Senior Project Manager  
City of Santa Fe,  
737 Agua Fria Street,  
Santa Fe, NM 87501

## **RE: TC TRAIL EXTENTION FROM BUFFALO GRASS TO SOUTH MEADOWS- PHASE A CIP#474A-ITB 24090 LETTER OF BID REWARD RECOMMENDATION.**

Dear Ms, Romella Glorioso-Moss,

On September 3, 2024, bids were opened for the above referenced project. The detailed bid sheets were provided to Santa Fe Engineering Consultants LLC for analysis on September 11, 2024. There were five responsive bidders. The bids have been reviewed and tabulated. The bid tabulation is attached. There were no math errors in the contractor bids. The apparent low bidder was GM Emulsion, LLC.

Based on the above analysis, it is recommended that GM Emulsion, LLC. be awarded the contract for the above referenced project.

If you have any questions or desire additional information, please do not hesitate to contact me.

Sincerely,

A blue ink signature of Eric Cornelius, P.E., C.F.M., written in a cursive style.

Eric Cornelius, P.E., C.F.M.  
Santa Fe Engineering Consultants, LLC  
1599 S. St. Francis Dr., Suite B  
Santa Fe, NM 87505

*Katrina A. Quintana*

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NMDOT Concurrence  
Katrina Quintana  
T/LPA Region Coordinator  
North Region Design



CITY OF SANTA FE  
TC TRAIL EXTENSION PHASE A CIP#474A-ITB 24090  
BID TABULATIONS  
9/20/2024

ITEM NO.	NMDOT NO.	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE (2023 PRICING)			GM EMULSION, LLC			JDR AND ASSOCIATES, LLC			MERIDIAN CONTRACTING, INC			STAR PAVIN	
				APPROX. QTY.	UNIT PRICE	EST. PRICE	UNIT PRICE	EST. PRICE	% OF ENGINEER ESTIMATE	UNIT PRICE	EST. PRICE	% OF ENGINEER ESTIMATE	UNIT PRICE	EST. PRICE	% OF ENGINEER ESTIMATE	UNIT PRICE	EST. PRICE
1	201000	CLEARING AND GRUBBING	LS	1	\$11,845.00	\$11,845.00	\$20,000.00	\$20,000.00	169%	\$20,000.00	\$20,000.00	169%	\$55,000.00	\$55,000.00	464%	\$10,000.00	\$10,000.00
2	203000	UNCLASSIFIED EXCAVATION	CY	651	\$17.51	\$11,399.01	\$20.00	\$13,020.00	114%	\$12.00	\$7,812.00	69%	\$35.00	\$22,785.00	200%	\$40.00	\$26,040.00
3	203100	BORROW	CY	345	\$37.08	\$12,792.60	\$25.00	\$8,625.00	67%	\$45.00	\$15,525.00	121%	\$35.00	\$12,075.00	94%	\$60.00	\$20,700.00
4	207000	SUBGRADE PREPARATION	SY	712	\$5.15	\$3,666.80	\$4.00	\$2,848.00	78%	\$6.00	\$4,272.00	117%	\$8.00	\$5,696.00	155%	\$8.00	\$5,696.00
5	303160	BASECOURSE- 6"	SY	593	\$17.51	\$10,383.43	\$18.00	\$10,674.00	103%	\$25.00	\$14,825.00	143%	\$70.00	\$41,510.00	400%	\$12.00	\$7,112.00
6	417000	MISC. PAVING	SY	9	\$59.74	\$537.66	\$165.00	\$1,485.00	276%	\$150.00	\$1,350.00	251%	\$850.00	\$7,650.00	1423%	\$200.00	\$1,800.00
7	511030	STRUCTURAL CONCRETE, CLASS AA	CY	53	\$1,125.79	\$59,666.87	\$1,760.00	\$93,280.00	156%	\$1,800.00	\$95,400.00	160%	\$2,800.00	\$148,400.00	249%	\$2,700.00	\$143,100.00
8	540060	REINFORCING BARS, GRADE 60	LBS	2,955	\$4.12	\$12,174.60	\$3.00	\$8,865.00	73%	\$3.00	\$8,865.00	73%	\$6.00	\$17,730.00	146%	\$4.00	\$11,880.00
9	570018	18" CULVERT PIPE	LF	97	\$148.32	\$14,387.04	\$110.00	\$10,670.00	74%	\$142.00	\$13,774.00	96%	\$330.00	\$32,010.00	222%	\$170.00	\$16,490.00
10	570429	18" CULVERT PIPE END SECTION	EA	10	\$947.60	\$9,476.00	\$500.00	\$5,000.00	53%	\$740.00	\$7,400.00	78%	\$850.00	\$8,500.00	90%	\$900.00	\$9,000.00
11	570024	24" CULVERT PIPE	LF	35	\$177.16	\$6,200.60	\$135.00	\$4,725.00	76%	\$190.00	\$6,650.00	107%	\$360.00	\$12,600.00	203%	\$200.00	\$7,000.00
12	570025	24" CULVERT PIPE END SECTION	EA	4	\$1,481.14	\$5,924.56	\$750.00	\$3,000.00	51%	\$1,110.00	\$4,440.00	75%	\$1,200.00	\$4,800.00	81%	\$1,500.00	\$6,000.00
13	570042	42" CULVERT PIPE	LF	33	\$296.64	\$9,789.12	\$245.00	\$8,085.00	83%	\$320.00	\$10,560.00	108%	\$490.00	\$16,170.00	165%	\$300.00	\$9,900.00
14	570043	42" CULVERT PIPE END SECTION	EA	2	\$2,369.00	\$4,738.00	\$3,600.00	\$7,200.00	152%	\$5,400.00	\$10,800.00	228%	\$4,917.00	\$9,834.00	208%	\$4,000.00	\$8,000.00
15	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$5,922.50	\$5,922.50	\$20,000.00	\$20,000.00	338%	\$30,000.00	\$30,000.00	507%	\$59,166.00	\$59,166.00	999%	\$110,000.00	\$110,000.00
16	602000	RIPRAP CLASS A	CY	153	\$415.09	\$63,508.77	\$350.00	\$53,550.00	84%	\$625.00	\$95,625.00	151%	\$750.00	\$114,750.00	181%	\$579.00	\$88,587.00
17	602200	GABIONS	CY	216	\$415.09	\$89,659.44	\$350.00	\$75,600.00	84%	\$533.00	\$115,128.00	128%	\$600.00	\$129,600.00	145%	\$725.00	\$156,600.00
18	603260	CULVERT PROTECTION	SY	57	\$12.36	\$704.52	\$100.00	\$5,700.00	809%	\$32.00	\$1,824.00	259%	\$60.00	\$3,420.00	485%	\$22.00	\$1,254.00
19	603262	COMPOSTED MULCH SOCKS	LF	2,297	\$4.12	\$9,463.64	\$10.00	\$22,970.00	243%	\$8.00	\$18,376.00	194%	\$10.00	\$22,970.00	243%	\$3.50	\$8,035.00
20	607115	POST AND CABLE ACCESS FENCE 4'	LF	509	\$36.05	\$18,349.45	\$50.00	\$25,450.00	139%	\$65.00	\$33,085.00	180%	\$40.00	\$20,360.00	111%	\$72.00	\$36,640.00
21	608004	CONCRETE SIDEWALK- 4"	SY	12	\$148.32	\$1,779.84	\$140.00	\$1,680.00	94%	\$175.00	\$2,100.00	118%	\$800.00	\$9,600.00	539%	\$150.00	\$1,800.00
22	608106	DRIVE PAD- 6"	SY	2,330	\$118.45	\$275,988.50	\$150.00	\$349,500.00	127%	\$200.00	\$466,000.00	169%	\$142.00	\$330,860.00	120%	\$150.00	\$349,500.00
23	609200	HEADER CURB	LF	20	\$50.00	\$1,000.00	\$42.00	\$840.00	84%	\$65.00	\$1,300.00	130%	\$130.00	\$2,600.00	260%	\$100.00	\$2,000.00
24	632000	CLASS A SEEDING	AC	1.0	\$17,767.50	\$17,767.50	\$25,000.00	\$25,000.00	141%	\$78,000.00	\$78,000.00	439%	\$66,000.00	\$66,000.00	371%	\$15,000.00	\$15,000.00
25	662400	MANHOLE ADJUSTMENT	EA	8	\$1,481.14	\$11,849.12	\$2,500.00	\$20,000.00	169%	\$800.00	\$6,400.00	54%	\$3,200.00	\$25,600.00	216%	\$1,500.00	\$12,000.00
26	662500	MANHOLE FRAME AND COLLAR	EA	8	\$888.89	\$7,111.12	\$2,700.00	\$21,600.00	304%	\$900.00	\$7,200.00	101%	\$2,200.00	\$17,600.00	247%	\$1,800.00	\$14,400.00
27	701000	PANEL SIGNS	SF	131	\$36.05	\$4,722.55	\$85.00	\$11,135.00	236%	\$64.00	\$8,384.00	178%	\$50.00	\$6,550.00	139%	\$61.00	\$7,991.00
28	701100	STEEL/BASE POST FOR ALUMINUM PANEL SIGNS	LF	194	\$12.36	\$2,397.84	\$100.00	\$19,400.00	809%	\$84.00	\$16,296.00	680%	\$35.00	\$6,790.00	283%	\$80.00	\$15,520.00
29	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$3,553.50	\$3,553.50	\$20,000.00	\$20,000.00	563%	\$15,120.00	\$15,120.00	425%	\$22,800.00	\$22,800.00	642%	\$25,000.00	\$25,000.00
30	704704	HOT THERMOPLASTIC PAVEMENT MARKINGS 4"	LF	289	\$5.15	\$1,488.35	\$15.00	\$4,335.00	291%	\$11.00	\$3,179.00	214%	\$6.00	\$1,734.00	117%	\$10.00	\$2,890.00
31	704706	HOT THERMOPLASTIC PAVEMENT MARKINGS 12"	LS	128	\$17.51	\$2,241.28	\$60.00	\$7,680.00	343%	\$48.00	\$6,144.00	274%	\$20.00	\$2,560.00	114%	\$46.00	\$5,888.00
32	603281	SWPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00	174%	\$21,000.00	\$21,000.00	183%	\$70,000.00	\$70,000.00	609%	\$8,700.00	\$8,700.00
33	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$8,050.00	\$8,050.00	\$50,000.00	\$50,000.00	621%	\$40,800.00	\$40,800.00	507%	\$115,000.00	\$115,000.00	1429%	\$50,000.00	\$50,000.00
34	621000	MOBILIZATION	LS	1	\$46,000.00	\$46,000.00	\$100,000.00	\$100,000.00	217%	\$25,000.00	\$25,000.00	54%	\$145,900.00	\$145,900.00	317%	\$360,000.00	\$360,000.00
35	801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	\$41,429.35	\$41,429.35	\$50,000.00	\$50,000.00	121%	\$78,000.00	\$78,000.00	188%	\$48,000.00	\$48,000.00	116%	\$40,000.00	\$40,000.00
36	802000	POST CONSTRUCTION PLANS	LS	1	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00	87%	\$11,000.00	\$11,000.00	96%	\$5,000.00	\$5,000.00	43%	\$5,000.00	\$5,000.00
TOTAL WITHOUT NMGR						\$808,968.56	SUBTOTAL	\$1,111,917.00	137.45%	SUBTOTAL	\$1,301,634.00	160.90%	SUBTOTAL	\$1,621,620.00	200.46%	SUBTOTAL	\$1,599,470.00

# NOTICE OF AWARD

**TO:**

**DATE:** 09/24/2024

Gabriel Martinez, Owner

Name

GM Emulsion, LLC

Address

5935 Agua Fria Street, Santa Fe, NM 87507

City

**FROM:** City of Santa Fe

**PROJECT NO.**

**CONTRACT NO.**

D19937

**CONTROL NO.**

S100770

**VENDOR NO.**

3882

**SCOPE OF WORK** (Including Routes and Termini): To construct the Tierra Contenta Trail  
Extension Project from Buffalo Grass to South Meadows.

The OWNER at the recommendation of Eric Cornelius, PE, CFM, the project's Engineer of Record (Exhibit A) has considered the BID you submitted for the above project. You are hereby notified that your Bid has been accepted.

You are required to return an acknowledged copy of this NOTICE OF AWARD/WORK ORDER to the owner. *(The following information must be included on all invoicing, PROJECT NO.; CONTRACT NO.; CONTROL NO.; and VENDOR NO.).*

Starting date (on or before): 03/01/2025 or \_\_\_\_\_ Completion date (on or before): 12/30/2025  
as soon as your contract with the City has been approved.

By: Romella Glorioso-Moss

Name (Print Name)

Date: 09/24/2024

Romella Glorioso-Moss


Signature

Capital Projects Manager - Complete Streets

Title

ACCEPTANCE OF NOTICE *(Contractor or Road Superintendent)*

Receipt of the above NOTICE OF AWARD/WORK ORDER is hereby acknowledged,

By: 

Fred Marquez for Gabriel Martinez

GABRIEL MARTINEZ

Date: 9-24-2024

Title: Project Manager Owner

# Santa Fe Engineering Consultants, LLC



Civil and Traffic Engineering  
Construction Management  
Land Development

1599 St Francis Drive, Suite B  
Santa Fe, N. M. 87505  
(505) 982-2845 Fax (505) 982-2641

September 20, 2024

Ms, Romella Glorioso-Moss,  
Senior Project Manager  
City of Santa Fe,  
737 Agua Fria Street,  
Santa Fe, NM 87501

**RE: TC TRAIL EXTENTION FROM BUFFALO GRASS TO SOUTH MEADOWS- PHASE A  
CIP#474A-ITB 24090 LETTER OF BID REWARD RECOMMENDATION.**

Dear Ms, Romella Glorioso-Moss,

On September 3, 2024, bids were opened for the above referenced project. The detailed bid sheets were provided to Santa Fe Engineering Consultants LLC for analysis on September 11, 2024. There were five responsive bidders. The bids have been reviewed and tabulated. The bid tabulation is attached. There were no math errors in the contractor bids. The apparent low bidder was GM Emulsion, LLC.

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If you have any questions or desire additional information, please do not hesitate to contact me.

Sincerely,

Eric Cornelius, P.E., C.F.M.  
Santa Fe Engineering Consultants, LLC  
1599 S. St. Francis Dr., Suite B  
Santa Fe, NM 87505

*Katrina A. Quintana*

---

NMDOT Concurrence  
Katrina Quintana  
T/LPA Region Coordinator  
North Region Design

CITY OF SANTA FE  
TC TRAIL EXTENSION PHASE A CIP#474A-ITB 24090  
BID TABULATIONS  
9/20/2024

ITEM NO.	NMDOT NO.	DESCRIPTION	UNIT	ENGINEER'S ESTIMATE (2023 PRICING)			GM EMULSION, LLC			JDR AND ASSOCIATES, LLC			MERIDIAN CONTRACTING, INC			STAR PAVIN	
				APPROX. QTY.	UNIT PRICE	EST. PRICE	UNIT PRICE	EST. PRICE	% OF ENGINEER ESTIMATE	UNIT PRICE	EST. PRICE	% OF ENGINEER ESTIMATE	UNIT PRICE	EST. PRICE	% OF ENGINEER ESTIMATE	UNIT PRICE	EST. PRICE
1	201000	CLEARING AND GRUBBING	LS	1	\$11,845.00	\$11,845.00	\$20,000.00	\$20,000.00	169%	\$20,000.00	\$20,000.00	169%	\$55,000.00	\$55,000.00	464%	\$10,000.00	\$10,000.00
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7	511030	STRUCTURAL CONCRETE, CLASS AA	CY	53	\$1,125.79	\$59,666.87	\$1,760.00	\$93,280.00	156%	\$1,800.00	\$95,400.00	160%	\$2,800.00	\$148,400.00	249%	\$2,700.00	\$143,100.00
8	540060	REINFORCING BARS, GRADE 60	LBS	2,955	\$4.12	\$12,174.60	\$3.00	\$8,865.00	73%	\$3.00	\$8,865.00	73%	\$6.00	\$17,730.00	146%	\$4.00	\$11,880.00
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17	602200	GABIONS	CY	216	\$415.09	\$89,659.44	\$350.00	\$75,600.00	84%	\$533.00	\$115,128.00	128%	\$600.00	\$129,600.00	145%	\$725.00	\$156,600.00
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22	608106	DRIVE PAD- 6"	SY	2,330	\$118.45	\$275,988.50	\$150.00	\$349,500.00	127%	\$200.00	\$466,000.00	169%	\$142.00	\$330,860.00	120%	\$150.00	\$349,500.00
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29	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$3,553.50	\$3,553.50	\$20,000.00	\$20,000.00	563%	\$15,120.00	\$15,120.00	425%	\$22,800.00	\$22,800.00	642%	\$25,000.00	\$25,000.00
30	704704	HOT THERMOPLASTIC PAVEMENT MARKINGS 4"	LF	289	\$5.15	\$1,488.35	\$15.00	\$4,335.00	291%	\$11.00	\$3,179.00	214%	\$6.00	\$1,734.00	117%	\$10.00	\$2,890.00
31	704706	HOT THERMOPLASTIC PAVEMENT MARKINGS 12"	LS	128	\$17.51	\$2,241.28	\$60.00	\$7,680.00	343%	\$48.00	\$6,144.00	274%	\$20.00	\$2,560.00	114%	\$46.00	\$5,888.00
32	603281	SWPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00	174%	\$21,000.00	\$21,000.00	183%	\$70,000.00	\$70,000.00	609%	\$8,700.00	\$8,700.00
33	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$8,050.00	\$8,050.00	\$50,000.00	\$50,000.00	621%	\$40,800.00	\$40,800.00	507%	\$115,000.00	\$115,000.00	1429%	\$50,000.00	\$50,000.00
34	621000	MOBILIZATION	LS	1	\$46,000.00	\$46,000.00	\$100,000.00	\$100,000.00	217%	\$25,000.00	\$25,000.00	54%	\$145,900.00	\$145,900.00	317%	\$360,000.00	\$360,000.00
35	801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	\$41,429.35	\$41,429.35	\$50,000.00	\$50,000.00	121%	\$78,000.00	\$78,000.00	188%	\$48,000.00	\$48,000.00	116%	\$40,000.00	\$40,000.00
36	802000	POST CONSTRUCTION PLANS	LS	1	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00	87%	\$11,000.00	\$11,000.00	96%	\$5,000.00	\$5,000.00	43%	\$5,000.00	\$5,000.00
TOTAL WITHOUT NMGR						\$808,968.56	SUBTOTAL	\$1,111,917.00	137.45%	SUBTOTAL	\$1,301,634.00	160.90%	SUBTOTAL	\$1,621,620.00	200.46%	SUBTOTAL	\$1,599,470.00



GMEMULS-01

BNIETO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2024

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe  
73 Paseo Real  
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










# GB 600 GM Emulsion LLC (S100770 Tierra Contenta Trail) (1)

Final Audit Report

2024-11-26

Created:	2024-11-18
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAAdtJA7F51lvSHz9UU5NRGqqYWmQICYEnv

## "GB 600 GM Emulsion LLC (S100770 Tierra Contenta Trail) (1)" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-11-18 - 10:13:26 PM GMT- IP address: 97.182.23.177
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2024-11-18 - 10:17:52 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-11-20 - 5:45:30 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-11-20 - 5:46:21 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  
2024-11-20 - 5:46:24 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2024-11-22 - 5:46:04 AM GMT- IP address: 104.28.50.165
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2024-11-22 - 5:05:51 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to mtbonifer@santafenm.gov for signature  
2024-11-22 - 5:05:55 PM GMT
-  Email viewed by mtbonifer@santafenm.gov  
2024-11-22 - 5:44:43 PM GMT- IP address: 104.47.65.254

 Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer

2024-11-22 - 5:45:33 PM GMT- IP address: 63.232.20.2

 Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)

Signature Date: 2024-11-22 - 5:45:35 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-11-22 - 5:45:37 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-11-26 - 9:19:16 PM GMT- IP address: 104.47.64.254

 Document declined by EMILY OSTER (ekoster@santafenm.gov)

Decline reason: I'm sorry, I can't sign this item with the current packet. There is no insurance information in the packet. Please update the packet and resubmit. Thank you, Emily

2024-11-26 - 9:24:35 PM GMT- IP address: 63.232.20.2






# GB 600 GM Emulsion LLC (S100770 Tierra Contenta Trail) signed

Final Audit Report

2024-12-03

Created:	2024-12-02
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATtVGpKvr2RTZNRh5PC5VooGlzNI6Y3mJ

## "GB 600 GM Emulsion LLC (S100770 Tierra Contenta Trail) signed" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-12-02 - 9:19:58 PM GMT- IP address: 97.182.93.53
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-12-02 - 9:20:59 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-12-03 - 9:38:52 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2024-12-03 - 9:45:15 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-12-03 - 9:45:15 PM GMT



**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Jan 31, 2025 08:52 MST)

**Email:** xivigil@santafenm.gov










# 25-0033 GM Emulsion LLC

Final Audit Report

2025-02-02

Created:	2025-01-31
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnbwGeP2FV5Hh2_Jhnhv0HDX-4s_QcpM

## "25-0033 GM Emulsion LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-01-31 - 3:48:18 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2025-01-31 - 3:52:43 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2025-01-31 - 3:52:46 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2025-01-31 - 3:53:17 PM GMT- IP address: 172.224.247.14
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2025-01-31 - 3:53:32 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature  
2025-01-31 - 3:53:35 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)  
2025-02-02 - 11:38:51 PM GMT- IP address: 174.240.22.58
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)  
Signature Date: 2025-02-02 - 11:39:07 PM GMT - Time Source: server- IP address: 174.240.22.58
-  Agreement completed.  
2025-02-02 - 11:39:07 PM GMT