

Date: March 25, 2025

To: Governing Body

Via: Regina Wheeler (Mar 25, 2025 10:48 MDT)

Regina Wheeler, Public Works Department Director

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

Subject: Construction of Agua Fria-Cottonwood Intersection Improvements Project

Vendor Name: GM Emulsion

Vendor Number: 3882

ACTION:

Approval of a Construction Contract with GM Emulsion, LLC in the Total Amount of \$3,314,913.68 Including NMGRT for the Construction of \$100370 Agua Fria and Cottonwood Drive Intersection Improvements Project. (Romella Glorioso-Moss, Complete Streets Capital Project Manager; rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The bid for construction of Agua Fria and Cottonwood Drive Intersection Improvements Project was put out on July 18, 2024 via ITB# 24091. Bid opening was held digitally on September 26, 2024. Three bids were submitted but there were only two responsive bidders, of which GM Emulsion, LLC was the lowest at \$3,314,913.68 including NMGRT. Souder Miller and Associates, the project's Engineer of Record recommended to award the contract to GM Emulsion, which was approved by NMDOT on October 18, 2024, as required by the grant funding for the project. Construction of this project is 100% funded by the Federal Highway Safety Improvement Program.

GM Emulsion's Scope of Work consists of, but is not limited to, the construction of a roundabout, reconstruction of concrete curb and gutter, full pavement reconstruction, permanent signing and striping, pedestrian improvements, roundabout lighting and utility relocations/adjustments as described in the Contract Documents. Construction could start as soon as the GM Emulsion's contract is approved and is expected to last for 1.5 years, depending on the weather.

ATTACHMENTS:

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

CoSF Version 4 08.16.2024

PROCUREMENT METHOD: The procurement method is via ITB# 24091.	
Chief Procurement Officer Approval: Comment/Exceptions:	Date: 04/04/2025
Supporting Information:	
CONTRACT NUMBER: The FY25 Munis contract number is TBD. The FY25 Project ledger number is ST2433002-CONSTRUC-Fees.	
\$\$\$\$\$ SOURCE/REVENUE: ⊠Expense □Revenue	
The funding source is: NM Department of Transportation D19946 Fund Name/Number: Streets/330 Munis Org Name/Number: Streets/3309980 Munis Object Name/Number: WIP Construction/572970	
If the project is grant funded? List grant award number: D19946	
Grant Manager / Accounting Officer Approval: Erika Lujan (Apr 7, 2025 13:45 MDT) Comment/Exceptions:	<u>Date:</u>
Project Ledger #: ST2433002-CONSTRUC-Fees	
Budget Officer Approval: Andy Hopkins Da Comment/Exceptions:	_{te:} 04/07/2025
CAPITAL ASSET (will this procurement result in a tangible item \$5,000?):	that costs more than
⊠Yes □ No	
# (if known):	
Repair or Replacement of Existing Equipment:	
□Yes ☑ No If yes -> □Repair □ Replacement	
Please explain:	
2 22 22 2 2 3 4 2 2 2 2 2 2 2 2 2 2 2 2	

⊠ Yes □ No		
Project Ledger #: ST24330	02-CONSTRUC-Fees	
Anticipated length of proje	ect: 1.5 years	
Asset Manager Approval: Comment/Exceptions:)osie Bolden	Date: 04/07/2025
Department Approvals: IT Components: ☐ Yes ☒ Vehicles: ☐ Yes ☒ No Facilities, Furniture, Fixtures		
Approval: Approval: Comment & Exceptions:	Ti <u>tle:</u> Ti <u>tle:</u>	Date: Date:
Department Contract Admini Amanda Archuleta, <u>ajarchule</u>		5-6631
	·	ona Crows
	·	eviewed by Halona Crowe

Item #: 25-0177

Munis Contract #: _______
ITB #: 24091

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 S100370 Agua Fria and Cottonwood Drive Intersection Improvements (Bid Number 24091).

The work designated as S100370 Agua Fria and Cottonwood Drive Intersection Improvements Project consists of but is not limited to the construction of a roundabout, reconstruction of concrete curb and gutter, full pavement reconstruction, permanent signing and striping, pedestrian improvements, roundabout lighting and utility relocations/adjustments 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: S100370 Agua Fria and Cottonwood Drive Intersection Improvements

C. City Department: Public Works

D. Distribution:

City Romella Glorioso-Moss, Complete Streets Capital Projects

Manager

Contractor <u>Gabriel Martinez, GM Emulsion, LLC.</u>

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Engineers <u>Carlos Romo, PE, Souder Miller and Associates</u>

Matthew Nighbert, PE, Souder Miller and Associates

Christopher Perea, PE, Wilson and Co., Inc.

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed **Three Million Sixty-Four Thousand Forty-Five Dollars** (\$3,064,045.00) based upon deliverables for progress payments, such compensation not to exceed (\$3,064,045.00), 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 \$ 3,064,045.00

Gross Receipts Tax (8.1875%) \$ 250,868.68

Base Bid plus NMGRT \$ 3,314,913.68

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed \$3,314,913.68. 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#24091 Construction of Agua Fria and Cottonwood Drive Intersection Improvements 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 a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.
- C. **Broader Coverage and Limits**. The insurance requirements under this 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:		CONTRACTOR:
Alan Webber (May 7, 2025 16:56 MDT) ALAN WEBBER, MAYOR DATE:		Gabriel Martinez (Dec 16, 2024 13:25 MST) GABRIEL MARTINEZ, OWNER DATE: Dec 16, 2024 NMBTIN#:
ATTEST:		
ANDREA SALAZAN-(May O 2025 17:05 MDT)		
ANDRÉA SALAZAR, CITY CLERK GB MTG 04/30/2025	<u>C</u>	_ NIN
CITY ATTORNEY'S OFFICE:		
Kevin L. Nault Kevin L. Nault (Dec 16, 2024 15:21 MST) ASSISTANT CITY ATTORNEY		
APPROVED FOR FINANCES:		
Omily K. Oster	04/09/2025	
EMILY OSTER, FINANCE DIRECT	OR	

GM_Emulsion_Construction_Contract S100370 Agua Fria-final CAO

Final Audit Report 2024-12-16

Created: 2024-12-16

By: Amy Cawthon (amcawthon@santafenm.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAHIIAAYRYkXDbBQcPVLfYtmKtRClmWEme

"GM_Emulsion_Construction_Contract S100370 Agua Fria-final CAO" History

- Document created by Amy Cawthon (amcawthon@santafenm.gov) 2024-12-16 6:30:34 PM GMT- IP address: 63.232.20.2
- Document emailed to Gabriel Martinez (gabriel@gmemulsion.com) for signature 2024-12-16 6:31:27 PM GMT
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- Document e-signed by Gabriel Martinez (gabriel@gmemulsion.com)

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- Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault 2024-12-16 10:21:44 PM GMT- IP address: 63.232.20.2
- Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

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- Agreement completed.
 2024-12-16 10:21:46 PM GMT



NOTICE OF AWARD/WORK ORDER

	Gabriel Martinez, Own Name GM Emulsion, LLC Address 5 Agua Fria Street, Santa Fe		DATE:	11/14/2024
FROM:	City of Santa Fe			
PROJECT NO.		CONTRACT 1	NO.	D19946
CONTROL NO.	S100370	VENDOR NO		3882
SCOPE OF WOR	RK (Including Routes and Termindabout project.	ni): To construct the A	gua Fria -	
the project's Engir Coordinator Kristina	e recommendation of Car neer of Record (Exhibit a Quintana has considered ified that your Bid has be	A) and concurred by the BID you submitted	NMDOT	TLPA Region
	return an acknowledged cop ollowing information must be and VENDOR NO.).	•		
Starting date (on or bas soon as your contr	efore): 03/01/2025 act with the City has been a	Completion date (on or lpproved.	pefore): <u>TB</u>	<u>D</u>
By: Romella Glorid Name (I Romella Glorid Signatur	Print Name)	Date:11.	/14/2024	
Capital Projects Man	ager - Complete Streets	_		
	E (Contractor or Road Superintende CE OF AWARD/WORK ORDER is I			
By:GA	BRIEL MARTINEZ	Date:	-	
Title:	Owner			



October 18, 2024

Romella Glorioso-Moss, PhD, CMP, AICP Capital Projects Manager City of Santa Fe – Public Works

Via email: rsglorioso-moss@santafenm.gov

RE: Agua Fria and Cottonwood Drive Intersection Improvements Project

Bid Award Recommendation

NMDOT CN: S100370

Dear Ms. Glorioso-Moss,

The Bid opening for the above referenced project was held on September 26th, 2024, via a virtual meeting.

Three construction bids were received on or before the bid opening deadline on September 24th, 2024. The bid openings were read aloud, and notification was provided that the bids and bid documents would be reviewed and an award recommendation would be provided to the City of Santa Fe. The three bidders were GM Emulsion LLC, Star Paving Company, and Hasse Contracting Company.

Table 1: Project Total Analysis

Bidder	Project Total
	(Excludes NM Gross Receipts Taxes)
GM Emulsion LLC	\$3,064,045.00
Star Paving Company	\$2,527,868.35
Hasse Contracting Co., Inc.	\$3,252,661.00*

^{*}Mathematical error in bid

Star Paving Company is the low bidder, however, they did not provide the "full and complete Contract Book" as stated on Page 18 of the Contract Book. Souder, Miller and Associates (SMA) is recommending the award of the construction contract to the next lowest bidder, GM Emulsion LLC. They met the criteria for submission (see **Table 2** Bid Opening Checklist) and are the second lowest bidder.

Bid Analysis

All bids were reviewed for mathematical errors and price markups using Microsoft Excel.

To analyze for mathematical errors, the bid quantities and unit prices were multiplied and compared against the contractor's published amount. Hasse Contracting Co. Inc. bid showed errors in Bid Item 55 (Item No. 704719 – Hot Thermoplastic Pavement Marking Thru Arrow) and Bid Item 67 (Item No. 67 – Single Conductor 2) which caused their published bid to be \$20.00

Romella Glorioso-Moss Bid Phase Services October 18, 2024

lower than the bid price evaluated in Excel. No errors were found in GM Emulsion LLC or Star Paving Company bids.

The bids were also reviewed for abnormally high unit prices or price markups. Each unit price was evaluated to determine the lowest unit price. Once the lowest unit price from each of the three bidders was determined, it was compared against the contractor's actual unit price. Unit prices greater than 50% of the lowest unit price were given a conditional statement in Excel and highlighted in red. The analysis for each bidder is shown on **Table 4** thru **Table 6**.

GM Emulsions had approximately 27 items greater than 50% of the lowest unit price bid. The majority of the major bid items related to the roadway construction are within an acceptable range when compared to the Engineer's unit price estimate.

Sincerely,

Miller Engineers, Inc. d/b/a SOUDER, MILLER & ASSOCIATES

Carlos D. Romo, P.E.

Project Engineer

Transportation Technical Sector

Attachments: None

cc: Project file (SMA# 7224504)

Katrina A. Quintana

NMDOT Concurrence Katrina Quintana TLPA Region Coordinator North Region Design

Table 2: Bid Opening Checklist

	Table 2. Did Op	ching checking	
	GM Emulsion	Star Paving	Hasse Contracting Co.
	LLC.	Company	LLC
Bid Received by Deadline	Χ	Х	X
Full and Complete Contract Book	Х		х
Affidavit of Bidder	Х	Х	Х
Bid Form	Χ	X	X
Bid Guarantee	Х	Х	Х
Bid Schedule	Χ	X	X
Non-Debarment Certification	Х	Х	X
Subcontractor Fair Practices Act	Х	Х	х
DBE Goal Form A-585	Х	Х	Х
Bidders List of Quoters for DBE Program	Х	Х	х

Table 3: GM Emulsion LLC Unit Price Bid Comparison vs. Low Bid Unit Price

TEM	BID ITEM NO.	ITEM DESCRIPTION	<u>L</u> NO	EST QTY	UNIT PRICE2	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bid Unit Price
⊣	201000	CLEARING AND GRUBBING	SJ	T	\$30,000.00	%0	\$30,000.00
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	1915	\$20.00	%0	\$20.00
3	203100	BORROW	C.Y.	25	\$25.00	%0	\$25.00
4	203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	350	\$50.00	67%	\$30.00
2	207000	SUBGRADE PREPARATION	S.Y.	3200	\$4.50	%0	\$4.50
9	303160	BASE COURSE 6"	S.Y.	3500	\$24.00	100%	\$12.00
7	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	100	\$250.00	92%	\$130.00
8	407000	ASPHALT MATERIAL FOR TACK COAT	TON	2	\$1,500.00	25%	\$1,200.00
6	408100	PRIME COAT MATERIAL	TON	7	\$1,500.00	25%	\$1,200.00
10	416107	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	3300	\$60.00	20%	\$40.00
11	450060	CONCRETE PAVEMENT-6"	S.Y.	22	\$250.00	25%	\$200.00
12	451080	CONCRETE PAVEMENT-8"	S.Y.	160	\$300.00	20%	\$250.00
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	99	\$1,250.00	14%	\$1,100.00
14	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	0.5	\$1,760.00	%0	\$1,760.00
15	515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.	4	\$2,250.00	2%	\$2,200.00
16	540060	REINFORCING BARS GRADE 60	ПВ	2150	\$5.00	%0	\$5.00
17	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	T-B	215	\$10.00	67%	\$6.00
18	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$120,000.00	9%	\$110,000.00
19	601110	REMOVAL OF SURFACING	S.Y.	4000	\$10.00	25%	\$8.00
20	603100	TEMPORARY SOIL STABILANT	ACRE	0.75	\$5,000.00	137%	\$2,110.00
21	603262	COMPOSTED MULCH SOCKS	L.F.	65	\$10.00	%0	\$10.00
22	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$50,000.00	1329%	\$3,500.00
23	602029	PEDESTRIAN/BICYCLE RAILING	L.F.	20	\$350.00	15%	\$305.00
24	608004	CONCRETE SIDEWALK 4"	S.Y.	962	\$150.00	%0	\$150.00
25	608106	DRIVE PAD 6"	S.Y.	163	\$165.00	%0	\$165.00
26	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	099	\$175.00	3%	\$170.00
27	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	L.F.	1230	\$52.00	%0	\$52.00
28	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	2050	\$52.00	%0	\$52.00
29	617000	VIBRATION MONITORING	LS	1	\$20,000.00	%0	\$20,000.00
30	617003	VIDEO RECORDING	rs	1	\$25,000.00	400%	\$5,000.00
31	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$225,000.00	13%	\$200,000.00
32	618011	PUBLIC AWARENESS	rs	1	\$25,000.00	%09	\$15,645.00
33	621000	MOBILIZATION	rs	1	\$300,000.00	%0	\$300,000.00
34	632000	CLASS A SEEDING	ACRE	9.0	\$25,000.00	51%	\$16,600.00
35	662400	MANHOLE ADJUSTMENT	EACH	7	\$2,500.00	14%	\$2,200.00

TEM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE2	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bid Unit Price
36	663049	PRECONSTRUCTION UTILITY SURVEY	ST	1	\$50,000.00	14%	\$44,000.00
37	663105	REMOVE AND RESET EXISTING FIRE HYDRANT	EACH	1	\$5,000.00	0%	\$5,000.00
38	663855	ADJUST VALVE BOX TO GRADE	EACH	4	\$2,500.00	150%	\$1,000.00
39	667110	MAIL BOX INSTALLATION-SINGLE	EACH	3	\$5,000.00	400%	\$1,000.00
40	701000	PANEL SIGNS	S.F.	240	\$85.00	127%	\$37.50
41	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	380	\$100.00	285%	\$26.00
42	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	7	\$25,000.00	145%	\$10,200.00
43	702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	1	\$43,500.00	14%	\$38,300.00
44	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	ST	1	\$150,000.00	150%	\$60,000.00
45	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	rs	1	\$150,000.00	147%	\$60,700.00
46	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	10230	\$1.00	49%	\$0.67
47	704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	380	\$10.00	15%	\$8.70
48	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	3200	\$1.00	233%	\$0.30
49	704100	REMOVABLE MARKING TAPE 4"	L.F.	500	\$5.00	72%	\$2.90
20	704101	TEMPORARY WORD OR SYMBOL	EACH	4	\$110.00	12%	\$98.00
51	704104	REMOVABLE MARKING TAPE 12"	L.F.	20	\$20.00	16%	\$17.25
52	704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	240	\$25.00	25%	\$20.00
53	704716	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU AND LEFT) ARROW	EACH	4	\$400.00	12%	\$357.00
54	704718	HOT THERMOPLASTIC PAVEMENT MARKING LEFT ARROW	EACH	2	\$300.00	16%	\$259.00
22	704719	HOT THERMOPLASTIC PAVEMENT MARKING THRU ARROW	EACH	2	\$285.00	15%	\$247.00
99	704720	HOT THERMOPLASTIC PAVEMENT MARKING WORD (ONLY)	EACH	1	\$495.00	15%	\$431.00
22	704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	L.F.	40	\$60.00	14%	\$52.50
28	704738	HOT THERMOPLASTIC PAVEMENT MARKING WORD (YIELD)	EACH	3	\$475.00	13%	\$420.00
29	705000	SIGNAL/LIGHTING SYSTEM START-UP COSTS	ALLOW	ALLOW	\$200,000.00	7280%	\$2,710.00
09	706110	SERVICE RISER (LIGHTING)	EACH	1	\$6,660.00	113%	\$3,122.00
61	706210	METER PEDESTAL (LIGHTING)	EACH	1	\$14,550.00	191%	\$5,000.00
62	706420	LIGHTING CONTROL CABINET-TWO CIRCUIT	EACH	1	\$14,050.00	38%	\$10,184.00
63	707530	TYPE V STANDARD, 30'	EACH	11	\$7,450.00	2%	\$6,958.00
64	709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	1510	\$32.00	%0	\$32.00
92	709030	RIGID ELECTRICAL CONDUIT 3" (DIA.)	L.F.	40	\$37.00	0%	\$37.00
99	710000	ELECTRICAL PULL BOX (STANDARD)	EACH	7	\$1,900.00	20%	\$1,580.00
29	711102	SINGLE CONDUCTOR 2	L.F.	2680	\$6.00	%0	\$6.00
89	711230	SINGLE CONDUCTOR 3/0	L.F.	130	\$11.50	%0	\$11.50
69	716701	LED ROADWAY LUMINAIRE	EACH	11	\$1,190.00	46%	\$813.00
70	721000	REMOVAL OF PAVEMENT MARKING	L.F.	300	\$2.50	39%	\$1.80
71	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	rs	1	\$50,000.00	36%	\$36,640.00
72	802000	POST CONSTRUCTION PLANS	rs	1	\$15,000.00	150%	\$6,000.00

Table 4: Star Paving Company Unit Price Bid Comparison vs. Low Bid Unit Price

∑	BID ITEM NO.	ITEM DESCRIPTION	FIND	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bi
Н	201000	CLEARING AND GRUBBING	SI		\$40,000.00	25%	\$30,000
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	1915	\$50.00	%09	\$20.0
3	203100	BORROW	C.Y.	25	\$80.00	69%	\$25.0
4	203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	350	\$30.00	0%	\$30.00
2	207000	SUBGRADE PREPARATION	S.Y.	3200	\$8.00	44%	\$4.50
9	303160	BASE COURSE 6"	S.Y.	3500	\$12.00	0%	\$12.0
7	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	100	\$130.00	0%	\$130.0
8	407000	ASPHALT MATERIAL FOR TACK COAT	NOL	2	\$1,200.00	0%	\$1,200.
6	408100	PRIME COAT MATERIAL	TON	7	\$1,200.00	0%	\$1,200.
10	416107	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	3300	\$40.00	0%	\$40.00
11	450060	CONCRETE PAVEMENT-6"	S.Y.	22	\$200.00	0%	\$200.0
12	451080	CONCRETE PAVEMENT-8"	S.Y.	160	\$250.00	0%	\$250.0
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	99	\$1,100.00	0%	\$1,100.
14	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	0.5	\$4,000.00	56%	\$1,760.
15	515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.	4	\$2,200.00	0%	\$2,200.
16	540060	REINFORCING BARS GRADE 60	LB	2150	\$5.30	6%	\$5.00
17	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	FB	215	\$6.00	0%	\$6.00
18	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	ST	1	\$110,000.00	0%	\$110,000
19	601110	REMOVAL OF SURFACING	S.Y.	4000	\$8.00	0%	\$8.00
20	603100	TEMPORARY SOIL STABILANT	ACRE	0.75	\$3,775.00	44%	\$2,110.
21	603262	COMPOSTED MULCH SOCKS	L.F.	65	\$12.00	17%	\$10.0
22	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	ST	1	\$3,500.00	0%	\$3,500.
23	602029	PEDESTRIAN/BICYCLE RAILING	L.F.	20	\$315.00	3%	\$305.0
24	608004	CONCRETE SIDEWALK 4"	S.Y.	962	\$160.00	6%	\$150.0
25	608106	DRIVE PAD 6"	S.Y.	163	\$200.00	18%	\$165.0
26	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	099	\$180.00	6%	\$170.0
27	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	L.F.	1230	\$70.00	26%	\$52.0
28	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	2050	\$70.00	26%	\$52.0
29	617000	VIBRATION MONITORING	ST	1	\$100,000.00	80%	\$20,000
30	617003	VIDEO RECORDING	ST	1	\$5,000.00	0%	\$5,000.
31	618000	TRAFFIC CONTROL MANAGEMENT	rs	1	\$200,000.00	0%	\$200,000
32	618011	PUBLIC AWARENESS	rs	1	\$30,000.00	48%	\$15,645
33	621000	MOBILIZATION	rs	1	\$300,000.00	0%	\$300,000
34	632000	CLASS A SEEDING	ACRE	9.0	\$16,600.00	0%	\$16,600
35	662400	MANHOLE ADJUSTMENT	EACH	7	\$2,200.00	%0	\$2,200.
36	663049	PRECONSTRUCTION UTILITY SURVEY	S	\leftarrow 1	\$50,000.00	12%	\$44,000

E	BID ITEM NO.	ITEM DESCRIPTION	TINO	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bi
37	663105	REMOVE AND RESET EXISTING FIRE HYDRANT	EACH	1	\$6,000.00	17%	\$5,000.
38	663855	ADJUST VALVE BOX TO GRADE	EACH	4	\$1,000.00	%0	\$1,000.
39	667110	MAIL BOX INSTALLATION-SINGLE	EACH	3	\$1,000.00	%0	\$1,000.
40	701000	PANEL SIGNS	S.F.	240	\$37.50	%0	\$37.5
41	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	380	\$26.00	%0	\$26.0
42	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	7	\$11,000.00	%2	\$10,200
43	702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	1	\$38,300.00	%0	\$38,300
44	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	ST	1	\$60,000.00	%0	\$60,000
45	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	ST	1	\$120,000.00	49%	\$60,700
46	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	10230	\$0.67	%0	\$0.67
47	704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	380	\$8.70	%0	\$8.70
48	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	3200	\$0.30	%0	\$0.30
49	704100	REMOVABLE MARKING TAPE 4"	L.F.	200	\$2.90	%0	\$2.90
20	704101	TEMPORARY WORD OR SYMBOL	EACH	4	\$98.00	%0	\$98.0
51	704104	REMOVABLE MARKING TAPE 12"	L.F.	20	\$17.25	%0	\$17.2
52	704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	240	\$20.00	%0	\$20.0
53	704716	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU AND LEFT) ARROW	ЕАСН	4	\$357.00	%0	\$357.0
54	704718	HOT THERMOPLASTIC PAVEMENT MARKING LEFT ARROW	EACH	2	\$259.00	%0	\$259.0
22	704719	HOT THERMOPLASTIC PAVEMENT MARKING THRU ARROW	EACH	2	\$247.00	%0	\$247.0
99	704720	HOT THERMOPLASTIC PAVEMENT MARKING WORD (ONLY)	EACH	1	\$431.00	%0	\$431.0
22	704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	L.F.	40	\$52.50	%0	\$52.5
28	704738	HOT THERMOPLASTIC PAVEMENT MARKING WORD (YIELD)	EACH	3	\$420.00	%0	\$420.0

\$2,710.

%98

\$20,000.00

ALLOW

ALOW

SIGNAL/LIGHTING SYSTEM START-UP COSTS

705000

59

-		Table 5: Hasse Contracting Co. Inc. Unit Price Bid Comparison vs. Low Bid Unit Price	ce Bid Con	parison vs. L	ow Bid Unit Pri	93	
E	BID ITEM NO.	ITEM DESCRIPTION	FIND	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	UNIT PR LOW B
1	201000	CLEARING AND GRUBBING	ST	1	\$44,235.00	47%	\$30,00
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	1915	\$22.00	10%	\$2
3	203100	BORROW	C.Y.	25	\$91.00	264%	\$2
4	203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	350	\$53.00	77%	\$3
2	207000	SUBGRADE PREPARATION	S.Y.	3200	\$23.00	411%	\$
9	303160	BASE COURSE 6"	S.Y.	3500	\$23.00	92%	\$13
7	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	100	\$890.00	285%	\$13
8	407000	ASPHALT MATERIAL FOR TACK COAT	TON	2	\$4,205.00	250%	\$1,20
6	408100	PRIME COAT MATERIAL	TON	7	\$1,875.00	26%	\$1,20
10	416107	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	3300	\$68.00	70%	\$4
11	450060	CONCRETE PAVEMENT-6"	S.Y.	22	\$845.00	323%	\$20
12	451080	CONCRETE PAVEMENT-8"	S.Y.	160	\$480.00	95%	\$25
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	99	\$1,120.00	2%	\$1,10
14	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	0.5	\$5,875.00	234%	\$1,76
15	515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.	4	\$3,465.00	28%	\$2,20
16	540060	REINFORCING BARS GRADE 60	LB	2150	\$5.45	%6	\$
17	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	215	\$24.00	300%	\$
18	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$365,550.00	232%	\$110,00
19	601110	REMOVAL OF SURFACING	S.Y.	4000	\$13.65	71%	\$
20	603100	TEMPORARY SOIL STABILANT	ACRE	0.75	\$2,110.00	%0	\$2,11
21	603262	COMPOSTED MULCH SOCKS	L.F.	65	\$18.20	82%	\$1
22	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$33,400.00	854%	\$3,50
23	620209	PEDESTRIAN/BICYCLE RAILING	L.F.	20	\$305.00	%0	\$30;
24	608004	CONCRETE SIDEWALK 4"	S.Y.	962	\$173.00	15%	\$15
25	608106	DRIVE PAD 6"	S.Y.	163	\$300.00	82%	\$16
26	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	099	\$170.00	%0	\$17
27	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	L.F.	1230	\$63.50	22%	\$57
28	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	2050	\$56.00	8%	\$27
29	617000	VIBRATION MONITORING	rs	1	\$23,865.00	19%	\$20,00
30	617003	VIDEO RECORDING	ST	1	\$36,490.00	930%	\$5,00
31	618000	TRAFFIC CONTROL MANAGEMENT	ST	1	\$215,925.00	%8	\$200,00
32	618011	PUBLIC AWARENESS	rs	1	\$15,645.00	%0	\$15,64
33	621000	MOBILIZATION	rs	1	\$348,000.00	16%	\$300,000
34	632000	CLASS A SEEDING	ACRE	9.0	\$75,000.00	352%	\$16,60
35	662400	MANHOLE ADJUSTMENT	EACH	7	\$3,000.00	36%	\$2,20
36	663049	PRECONSTRUCTION UTILITY SURVEY	S	1	\$44,000.00	%0	\$44,00
37	663105	REMOVE AND RESET EXISTING FIRE HYDRANT	EACH	1	\$13,215.00	164%	\$5,00

E	BID ITEM NO.	ITEM DESCRIPTION	TINO	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	UNIT PR LOW BI
38	663855	ADJUST VALVE BOX TO GRADE	EACH	4	\$3,000.00	200%	\$1,00
39	667110	MAIL BOX INSTALLATION-SINGLE	EACH	3	\$1,175.00	18%	\$1,00
40	701000	PANEL SIGNS	S.F.	240	\$40.00	7%	\$3.
41	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	380	\$27.00	4%	\$2(
42	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	7	\$10,200.00	%0	\$10,20
43	702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	1	\$66,750.00	74%	\$38,30
44	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	ST	1	\$100,000.00	67%	\$60,00
45	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	ST	1	\$60,700.00	%0	\$60,70
46	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	10230	\$1.65	146%	\$
47	704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	380	\$9.00	3%	\$
48	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	3200	\$6.00	1900%	\$
49	704100	REMOVABLE MARKING TAPE 4"	L.F.	500	\$6.00	107%	\$.
20	704101	TEMPORARY WORD OR SYMBOL	EACH	4	\$100.00	2%	6 \$
51	704104	REMOVABLE MARKING TAPE 12"	L.F.	20	\$23.00	33%	\$1.
52	704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	240	\$21.00	5%	\$2
53	704716	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU AND LEFT) ARROW	EACH	4	\$365.00	2%	\$35.
54	704718	HOT THERMOPLASTIC PAVEMENT MARKING LEFT ARROW	EACH	2	\$265.00	2%	\$25
22	704719	HOT THERMOPLASTIC PAVEMENT MARKING THRU ARROW	EACH	2	\$265.00	7%	\$24
99	704720	HOT THERMOPLASTIC PAVEMENT MARKING WORD (ONLY)	EACH	1	\$440.00	2%	\$43
22	704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	T.F.	40	\$53.00	1%	\$5
28	704738	HOT THERMOPLASTIC PAVEMENT MARKING WORD (YIELD)	EACH	3	\$430.00	2%	\$42
29	705000	SIGNAL/LIGHTING SYSTEM START-UP COSTS	ALOW	ALLOW	\$2,710.00	%0	\$2,71
09	706110	SERVICE RISER (LIGHTING)	EACH	1	\$3,185.00	2%	\$3,12
61	706210	METER PEDESTAL (LIGHTING)	EACH	1	\$13,145.00	163%	\$5,00
62	706420	LIGHTING CONTROL CABINET-TWO CIRCUIT	EACH	1	\$10,400.00	2%	\$10,18
63	707530	TYPE V STANDARD, 30'	EACH	11	\$8,400.00	21%	\$6,95
64	709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	1510	\$35.00	9%	\$3.
65	709030	RIGID ELECTRICAL CONDUIT 3" (DIA.)	L.F.	40	\$40.00	8%	\$3.
99	710000	ELECTRICAL PULL BOX (STANDARD)	EACH	7	\$1,620.00	3%	\$1,58
67	711102	SINGLE CONDUCTOR 2	L.F.	2680	\$7.00	17%	\$(
89	711230	SINGLE CONDUCTOR 3/0	L.F.	130	\$12.00	4%	\$1:
69	716701	LED ROADWAY LUMINAIRE	EACH	11	\$830.00	2%	\$81
70	721000	REMOVAL OF PAVEMENT MARKING	L.F.	300	\$13.50	650%	₩.
71	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	ST	1	\$82,200.00	124%	\$36,64
72	802000	POST CONSTRUCTION PLANS	rS	1	\$6,000.00	%0	\$6,00

			ENGINEER'S	ENGINEER'S	Appaerent	Appaerent Lowest Bid	Appaerent 2r	Appaerent 2nd Lowest Bid
			ESIMAIE		Star Pavin	Star Paving Company	GM Emu	GM Emulsion LLC
ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE2	AMOUNT2	UNIT PRICE3	AMOUNT3
ARING AND GRUBBING	ΓS	1	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00
CLASSIFIED EXCAVATION	C.Y.	1915	\$55.00	\$105,325.00	\$50.00	\$95,750.00	\$20.00	\$38,300.00
ROW	C.Y.	25	\$100.00	\$2,500.00	\$80.00	\$2,000.00	\$25.00	\$625.00
STABLE SUBGRADE STABILIZATION	S.Y.	350	\$50.00	\$17,500.00	\$30.00	\$10,500.00	\$50.00	\$17,500.00
GRADE PREPARATION	S.Y.	3200	\$8.00	\$25,600.00	\$8.00	\$25,600.00	\$4.50	\$14,400.00
E COURSE 6"	S.Y.	3500	\$15.00	\$52,500.00	\$12.00	\$42,000.00	\$24.00	\$84,000.00
OUR PAVEMENT CONSTRUCTION	S.Y.	100	\$100.00	\$10,000.00	\$130.00	\$13,000.00	\$250.00	\$25,000.00
HALT MATERIAL FOR TACK COAT	TON	2	\$3,500.00	\$7,000.00	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00
ME COAT MATERIAL	TON	7	\$1,500.00	\$10,500.00	\$1,200.00	\$8,400.00	\$1,500.00	\$10,500.00
OR PAVING TYPE I, HMA SP-IV	S.Y.	3300	\$75.00	\$247,500.00	\$40.00	\$132,000.00	\$60.00	\$198,000.00
ACRETE PAVEMENT-6"	S.Y.	22	\$345.00	\$7,590.00	\$200.00	\$4,400.00	\$250.00	\$5,500.00
NCRETE PAVEMENT-8"	S.Y.	160	\$375.00	\$60,000.00	\$250.00	\$40,000.00	\$300.00	\$48,000.00
LLED SHAFT FOUNDATION 30" METER	L.F.	99	\$350.00	\$23,100.00	\$1,100.00	\$72,600.00	\$1,250.00	\$82,500.00
UCTURAL CONCRETE, CLASS A	C.Y.	0.5	\$2,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$1,760.00	\$880.00
NF.CONCRETE FOR MINOR UCTURES	C.Y.	4	\$1,600.00	\$6,400.00	\$2,200.00	\$8,800.00	\$2,250.00	\$9,000.00
NFORCING BARS GRADE 60	ГВ	2150	\$4.00	\$8,600.00	\$5.30	\$11,395.00	\$5.00	\$10,750.00
UCTURAL STEEL FOR MISCELLANEOUS UCTURES	TB	215	\$30.00	\$6,450.00	\$6.00	\$1,290.00	\$10.00	\$2,150.00
10VAL OF STRUCTURES AND STRUCTIONS	ST	1	\$20,000.00	\$20,000.00	\$110,000.00	\$110,000.00	\$120,000.00	\$120,000.00
10VAL OF SURFACING	S.Y.	4000	\$18.00	\$72,000.00	\$8.00	\$32,000.00	\$10.00	\$40,000.00
PORARY SOIL STABILANT	ACRE	0.75	\$2,000.00	\$1,500.00	\$3,775.00	\$2,831.25	\$5,000.00	\$3,750.00
MPOSTED MULCH SOCKS	L.F.	65	\$15.00	\$975.00	\$12.00	\$780.00	\$10.00	\$650.00
PPP PLAN PREPARATION AND NTENANCE	ST	1	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$50,000.00	\$50,000.00
ESTRIAN/BICYCLE RAILING	L.F.	20	\$220.00	\$11,000.00	\$315.00	\$15,750.00	\$350.00	\$17,500.00
ACRETE SIDEWALK 4"	S.Y.	362	\$200.00	\$192,400.00	\$160.00	\$153,920.00	\$150.00	\$144,300.00
VE PAD 6"	S.Y.	163	\$250.00	\$40,750.00	\$200.00	\$32,600.00	\$165.00	\$26,895.00
NCRETE MEDIAN PAVEMENT 4" LORED AND PATTERNED)	S.Y.	099	\$150.00	\$99,000.00	\$180.00	\$118,800.00	\$175.00	\$115,500.00
NCRETE SLOPED CURB AND GUTTER 6" "	L.F.	1230	\$65.00	\$79,950.00	\$70.00	\$86,100.00	\$52.00	\$63,960.00
NCRETE VERTICAL CURB AND GUTTER E B 6" X 24"	L.F.	2050	\$70.00	\$143,500.00	\$70.00	\$143,500.00	\$52.00	\$106,600.00
RATION MONITORING	ST	1	\$8,000.00	\$8,000.00	\$100,000.00	\$100,000.00	\$20,000.00	\$20,000.00
EO RECORDING	ST		\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
FFIC CONTROL MANAGEMENT	ΓS	1	\$25,000.00	\$25,000.00	\$200,000.00	\$200,000.00	\$225,000.00	\$225,000.00

			ENGINEER'S	ENGINEER'S	Appaerent	Appaerent Lowest Bid	Appaerent 2r	Appaerent 2nd Lowest Bid
			ESTIMATE	ESTIMATE	Star Pavin	Star Paving Company	GM Emu	GM Emulsion LLC
ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE2	AMOUNT2	UNIT PRICE3	AMOUNT3
SLIC AWARENESS	ST	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
BILIZATION	FS	1	\$125,000.00	\$125,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
SS A SEEDING	ACRE	9.0	\$20,000.00	\$12,000.00	\$16,600.00	\$9,960.00	\$25,000.00	\$15,000.00
AHOLE ADJUSTMENT	EACH	7	\$2,500.00	\$17,500.00	\$2,200.00	\$15,400.00	\$2,500.00	\$17,500.00
CONSTRUCTION UTILITY SURVEY	ST	1	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
10VE AND RESET EXISTING FIRE	EACH	1	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
UST VALVE BOX TO GRADE	EACH	4	\$1,750.00	\$7,000.00	\$1,000.00	\$4,000.00	\$2,500.00	\$10,000.00
L BOX INSTALLATION-SINGLE	EACH	3	\$775.00	\$2,325.00	\$1,000.00	\$3,000.00	\$5,000.00	\$15,000.00
IEL SIGNS	S.F.	240	\$40.00	\$9,600.00	\$37.50	\$9,000.00	\$85.00	\$20,400.00
EL POST AND BASE POST FOR MINUM PANEL SIGNS	L.F.	380	\$22.00	\$8,360.00	\$26.00	\$9,880.00	\$100.00	\$38,000.00
STABLE CHANGEABLE MESSAGE SIGN	EACH	7	\$20,000.00	\$140,000.00	\$11,000.00	\$77,000.00	\$25,000.00	\$175,000.00
BILE TRAFFIC SIGNAL SYSTEM	EACH	1	\$65,000.00	\$65,000.00	\$38,300.00	\$38,300.00	\$43,500.00	\$43,500.00
FFIC CONTROL DEVICES FOR ASTRUCTION	rs	1	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00	\$150,000.00	\$150,000.00
FFIC CONTROL DEVICES FOR ESTRIAN AND BICYCLIST	ST	1	\$12,500.00	\$12,500.00	\$120,000.00	\$120,000.00	\$150,000.00	\$150,000.00
ROREFLECTORIZED PAINTED RKINGS 4"	L.F.	10230	\$1.50	\$15,345.00	\$0.67	\$6,854.10	\$1.00	\$10,230.00
ROREFLECTORIZED PAINTED RKINGS 12"	L.F.	380	\$5.00	\$1,900.00	\$8.70	\$3,306.00	\$10.00	\$3,800.00
PORARY RETROREFLECTORIZED NTED MARKINGS 4"	L.F.	3200	\$1.20	\$3,840.00	\$0.30	\$960.00	\$1.00	\$3,200.00
10VABLE MARKING TAPE 4"	L.F.	200	\$5.00	\$2,500.00	\$2.90	\$1,450.00	\$5.00	\$2,500.00
PORARY WORD OR SYMBOL	EACH	4	\$120.00	\$480.00	\$98.00	\$392.00	\$110.00	\$440.00
10VABLE MARKING TAPE 12"	L.F.	20	\$20.00	\$400.00	\$17.25	\$345.00	\$20.00	\$400.00
THERMOPLASTIC PAVEMENT MARKING	L.F.	240	\$10.00	\$2,400.00	\$20.00	\$4,800.00	\$25.00	\$6,000.00
THERMOPLASTIC PAVEMENT MARKING MBINATION (THRU AND LEFT) ARROW	ЕАСН	4	\$275.00	\$1,100.00	\$357.00	\$1,428.00	\$400.00	\$1,600.00
THERMOPLASTIC PAVEMENT MARKING TARROW	EACH	2	\$200.00	\$400.00	\$259.00	\$518.00	\$300.00	\$600.00
THERMOPLASTIC PAVEMENT MARKING U ARROW	ЕАСН	2	\$225.00	\$450.00	\$247.00	\$494.00	\$285.00	\$570.00
T THERMOPLASTIC PAVEMENT MARKING RD (ONLY)	ЕАСН	1	\$300.00	\$300.00	\$431.00	\$431.00	\$495.00	\$495.00
T THERMOPLASTIC PAVEMENT MARKING D LINE	L.F.	40	\$30.00	\$1,200.00	\$52.50	\$2,100.00	\$60.00	\$2,400.00

CARPETION UNIT EST GTY UNIT PRICE AMOUNT AMOUNT <th></th> <th></th> <th></th> <th>ENGINEER'S</th> <th>ENGINEER'S</th> <th>Appaerent</th> <th>Appaerent Lowest Bid</th> <th>Appaerent 2r</th> <th>Appaerent 2nd Lowest Bid</th>				ENGINEER'S	ENGINEER'S	Appaerent	Appaerent Lowest Bid	Appaerent 2r	Appaerent 2nd Lowest Bid
FERNOPLASTIC PAVEMENT MARKING EACH 3 \$350.000 \$1,050.000 \$420.000 \$475.000				ESIIMAIE	ESIIMAIE	Star Pavin	g Company	GM Emu	sion LLC
ERMOPLASTIC PAVEMENT MARKING EACH 3 \$350.00 \$1,050.00 \$420.00 \$1,260.00 \$475.00 VIRELD) ALOW ALLOW \$12,000.00 \$20,000.00 \$20,000.00 \$200,000.0	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE2	AMOUNT2	UNIT PRICE3	AMOUNT3
ALOW ALLOW ALLOW S12,000.00 S12,000.00 S20,000.00	THERMOPLASTIC PAVEMENT MARKING RD (YIELD)	ЕАСН	3	\$350.00	\$1,050.00	\$420.00	\$1,260.00	\$475.00	\$1,425.00
EACH 1 \$2,750.00 \$2,122.00 \$3,122.00 \$6,660.00 EACH 1 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,000.00 \$10,184.00 \$10,186.00 \$10,186.00 \$10,196.00	NAL/LIGHTING SYSTEM START-UP STS	ALOW	ALLOW	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$200,000.00	\$200,000.00
EACH 1 \$10,000.00 \$10,000.00 \$5,000.00 \$14,550.00 A.) EACH 1 \$8,000.00 \$10,184.00 \$10,184.00 \$14,050.00 A.) L.F. 1510 \$2,000.00 \$38,500.00 \$6,958.00 \$76,538.00 \$7,450.00 A.) L.F. 40 \$40.00 \$1,600.00 \$5,958.00 \$7,450.00 \$7,450.00 A.) L.F. 40 \$40.00 \$1,600.00 \$1,580.00 \$1,580.00 \$1,900.00 A.) L.F. 2680 \$6.00 \$1,600.00 \$1,600.00 \$1,600.00 \$1,900.00 L.F. 130 \$1,200.00 \$1,300.00 \$1,800.00 \$1,800.00 \$1,900.00 L.F. 300 \$8.00 \$2,400.00 \$36,400.00 \$5,500.00 \$2,000.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,042,970.00 \$2,600.00 \$2,042,970.00 \$2,273,794.74 \$2,737,907.41 \$2,737,907.41 \$2,737,907.41	VICE RISER (LIGHTING)	EACH	₽	\$2,750.00	\$2,750.00	\$3,122.00	\$3,122.00	\$6,660.00	\$6,660.00
EACH 1 \$8,000.00 \$10,184.00 \$10,184.00 \$14,050.00 A.) EACH 11 \$3,500.00 \$38,500.00 \$6,958.00 \$76,538.00 \$7,450.00 A.) L.F. 40 \$40.00 \$1,600.00 \$33,600.00 \$32,00 \$52,850.00 \$22,00 A.) L.F. 40 \$40.00 \$1,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 \$2,600.00 <td>ER PEDESTAL (LIGHTING)</td> <td>EACH</td> <td>1</td> <td>\$10,000.00</td> <td>\$10,000.00</td> <td>\$5,000.00</td> <td>\$5,000.00</td> <td>\$14,550.00</td> <td>\$14,550.00</td>	ER PEDESTAL (LIGHTING)	EACH	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$14,550.00	\$14,550.00
EACH 11 \$3,500.00 \$6,958.00 \$76,538.00 \$7,450.00 DUIT 2" (DIA.) L.F. 1510 \$20.00 \$30,200.00 \$35,00 \$52,850.00 \$32.00 DUIT 3" (DIA.) L.F. 40 \$40.00 \$1,600.00 \$1,580.00 \$1,536.00 \$1,900.00 STANDARD) EACH 7 \$1,000.00 \$1,600.00 \$1,600.00 \$1,600.00 \$1,000.00 \$1,900.00 \$1,900.00 \$1,900.00 \$1,900.00 \$1,900.00 \$1,900.00 \$1,000.00 \$1,000.00 \$1,100	HTING CONTROL CABINET-TWO CUIT	ЕАСН	1	\$8,000.00	\$8,000.00	\$10,184.00	\$10,184.00	\$14,050.00	\$14,050.00
DUIT 2" (DIA.) L.F. 40 \$20.00 \$30,200.00 \$35.00 \$32.00 \$32.00 DUIT 3" (DIA.) L.F. 40 \$40.00 \$1,600.00 \$1,580.00 \$1,536.00 \$130.00 STANDARD) EACH 7 \$1,000.00 \$1,600.00 \$1,680.00 \$1,600.00 \$1,000.00 O L.F. 2680 \$6.00 \$1,600.00 \$1,580.00 \$1,900.00 \$1,000.00 NE EACH 11 \$1,200.00 \$12.20 \$1,586.00 \$1,190.00 RE EACH 11 \$1,200.00 \$1,813.00 \$2,943.00 \$1,190.00 IMARKING L.F. 300 \$8.00 \$2,400.00 \$1,80 \$2,400.00 \$2,500.00 IGBYTHE L.S 1 \$25,000.00 \$25,000.00 \$36,640.00 \$25,000.00 \$191.00 \$25,000.00 \$191.00 \$25,000.00 \$25,000.00 \$20,000.00 \$20,000.00 \$20,000.00 \$20,000.00 \$20,000.00 \$20,000.00 \$20,000.00 \$20,000.00 \$20,000.00	E V STANDARD, 30'	EACH	11	\$3,500.00	\$38,500.00	\$6,958.00	\$76,538.00	\$7,450.00	\$81,950.00
DUIT 3" (DIA.) L.F. 40 \$40.00 \$1,600.00 \$38.40 \$1,536.00 \$37.00 STANDARD) EACH 7 \$1,000.00 \$7,000.00 \$1,580.00 \$11,060.00 \$1,900.00 O L.F. 2680 \$6.00 \$16,080.00 \$16,884.00 \$1,900.00 RE EACH 11 \$1,200.00 \$13,200.00 \$813.20 \$1,586.00 \$1,190.00 RE EACH 11 \$1,200.00 \$180.00 \$81.80 \$8,943.00 \$1,190.00 RE EACH 11 \$1,200.00 \$1.80 \$8,943.00 \$1,190.00 RE L.F. 300 \$8.00 \$2,400.00 \$1.80 \$36,40.00 \$2.50 IGBYTHE L.S 1 \$25,000.00 \$25,000.00 \$36,191.00 \$36,191.00 \$15,000.00 IANS LS 1 \$8,000.00 \$9,191.00 \$2,191.00 \$15,000.00 \$2,10,129.06 \$2,10,129.06 \$2,10,129.06 \$2,10,129.06 \$2,10,129.06 \$2,10,129.06 \$2,	D ELECTRICAL CONDUIT 2" (DIA.)	L.F.	1510	\$20.00	\$30,200.00	\$35.00	\$52,850.00	\$32.00	\$48,320.00
STANDARD) EACH 7 \$1,000.00 \$7,000.00 \$1,580.00 \$11,060.00 \$1,900.00 0 L.F. 2680 \$6.00 \$16,080.00 \$6.30 \$16,884.00 \$6.00 0 L.F. 130 \$15.00 \$1,950.00 \$1,586.00 \$11.50 RE EACH 11 \$1,200.00 \$13,200.00 \$183.00 \$1,190.00 IC BY THE L.F. 300 \$8.00 \$2,400.00 \$1.80 \$540.00 IC BY THE L.S 1 \$25,000.00 \$25,000.00 \$36,191.00 \$50,000.00 ILANS LS 1 \$8,000.00 \$2,400.00 \$9,191.00 \$10,000 ILANS LS 1 \$8,000.00 \$2,042,970.00 \$2,110.129.06 \$15,000.00 ILANS R \$1,090.100 \$2,1042,970.00 \$2,1042,970.00 \$2,1042,970.00 \$2,1042,970.00	D ELECTRICAL CONDUIT 3" (DIA.)	L.F.	40	\$40.00	\$1,600.00	\$38.40	\$1,536.00	\$37.00	\$1,480.00
O L.F. 2680 \$6.00 \$16,080.00 \$6.30 \$16,884.00 \$6.00 O L.F. 130 \$15.00 \$1,950.00 \$12.20 \$1,586.00 \$11.50 RE EACH 11 \$1,200.00 \$13,200.00 \$813.00 \$1,190.00 I MARKING L.F. 300 \$8.00 \$2,400.00 \$1.80 \$540.00 \$2.50 IC BY THE LS 1 \$25,000.00 \$36,40.00 \$36,40.00 \$50,000.00 ILANS LS 1 \$8,000.00 \$9,191.00 \$15,000.00 ILANS LS 1 \$169,821.88 \$2,527,868.35 \$15,000.00 A 100.00 \$2,000.00 \$2,000.00 \$2,000.00 \$2,100.00 \$2,100.00	CTRICAL PULL BOX (STANDARD)	EACH	7	\$1,000.00	\$7,000.00	\$1,580.00	\$11,060.00	\$1,900.00	\$13,300.00
3/0 L.F. 130 \$15.00 \$1,950.00 \$12.20 \$1,586.00 \$11.50 AIRE EACH 11 \$1,200.00 \$13,200.00 \$813.00 \$8,943.00 \$1,190.00 NT MARKING L.F. 300 \$8.00 \$2,400.00 \$1.80 \$540.00 \$2.50 ING BY THE LS 1 \$25,000.00 \$25,000.00 \$36,640.00 \$50,000.00 \$15,000.00 J PLANS LS 1 \$8,000.00 \$9,191.00 \$15,000.00 \$15,000.00 S PLANS LS 1 \$8,000.00 \$2,042,970.00 \$9,191.00 \$15,000.00 S PLANS LS 1 \$1,000.00 \$2,012,918 \$2,100.129.06 \$2,100.129.06	GLE CONDUCTOR 2	L.F.	2680	\$6.00	\$16,080.00	\$6.30	\$16,884.00	\$6.00	\$16,080.00
AIRE EACH 11 \$1,200.00 \$13,200.00 \$813.00 \$89,943.00 \$1,190.00 NT MARKING L.F. 300 \$8.00 \$2,400.00 \$1.80 \$540.00 \$2.50 ING BY THE LS 1 \$25,000.00 \$36,640.00 \$36,640.00 \$50,000.00 I PLANS LS 1 \$8,000.00 \$9,191.00 \$15,000.00 I PLANS LS 1 \$169,821.88 \$2,527,868.35 \$15,000.00 I PLANS LS 1 \$2,042,970.00 \$210,129.06 \$210,129.06	GLE CONDUCTOR 3/0	L.F.	130	\$15.00	\$1,950.00	\$12.20	\$1,586.00	\$11.50	\$1,495.00
ING BY THE LS 1 \$8.00 \$25,000.00 \$25,000.00 \$36,640.00 \$50,000.00 \$15,000.00 \$25,000.00 \$25,000.00 \$36,191.00 \$15,000.00 \$15,000.00 \$25,042,970.00 \$25,042,970.00 \$21,042,9	ROADWAY LUMINAIRE	EACH	11	\$1,200.00	\$13,200.00	\$813.00	\$8,943.00	\$1,190.00	\$13,090.00
ING BY THE LS 1 \$25,000.00 \$36,640.00 \$36,640.00 \$50,000.00 \$36,640.00 \$50,000.00 I PLANS LS 1 \$8,000.00 \$9,191.00 \$15,000.00 \$2,042,970.00 \$2,527,868.35 \$1,010,129.06 \$2,12,741.88 \$2,12,741.89 \$2,10,129.06 \$2,737,997,41 \$8	10VAL OF PAVEMENT MARKING	L.F.	300	\$8.00	\$2,400.00	\$1.80	\$540.00	\$2.50	\$750.00
J PLANS LS 1 \$8,000.00 \$8,191.00 \$9,191.00 \$15,000.00 \$1,000.00 \$2,042,970.00 \$2,527,868.35 \$2,042,970.00 \$2,010,129.06 \$2,010,129.06	NSTRUCTION STAKING BY THE NTRACTOR	ΓS	1	\$25,000.00	\$25,000.00	\$36,640.00	\$36,640.00	\$50,000.00	\$50,000.00
\$2,042,970.00 \$2,527,868.35 \$169,821.88 \$210,129.06 \$2,212,791.88 \$2,737,997.41	ST CONSTRUCTION PLANS	ST	1	\$8,000.00	\$8,000.00	\$9,191.00	\$9,191.00	\$15,000.00	\$15,000.00
\$169,821.88 \$210,129.06 \$210,129.06 \$210,129.06	AL EACH BID				\$2,042,970.00		\$2,527,868.35		\$3,064,045.00
\$2 212 791 88	3RT (8.3125%)				\$169,821.88		\$210,129.06		\$254,698.74
\(\frac{1}{4}\)\(\frac{1}{2}\)\(\frac{1}\2\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac{1}{2}\)\(\frac	AND TOTAL OF BID				\$2,212,791.88		\$2,737,997.41		\$3,318,743.74

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).

this certificate does not confer rights to	the certificate holder in lieu of Su-	cn endorsemenu(s).				
PRODUCER License # 0757776		CONTACT Michelle Vialpando				
HUB International Insurance Services (SOV 2905 Rodeo Park Drive East	an .	PHONE (A/C, No, Ext): (505) 992-1873	FAX (A/C, No): (866)	487-3972		
Building 6, Suite 100		E-MAIL ADDRESS: michelle.vialpando@hubinternati	onal.com			
Santa Fe, NM 87505		INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A: Selective Insurance Company o	f America	12572		
INSURED		INSURER B : Builders Trust of New Mexico				
GM Emulsion LLC		INSURER C : Evanston Insurance Company		35378		
5935 Agua Fria St.		INSURER D:				
Santa Fe, NM 87507		INSURER E:				
		INSURER F:				
COVERAGES CERT	IFICATE NUMBER:	REVISION NUM	MBER:			
THIS IS TO CERTIFY THAT THE POLICIES	OF INSURANCE LISTED BELOWE	HAVE BEEN ISSUED TO THE INSURED NAMED ABO	VE FOR THE PO	LICY PERIOD		

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		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	'S	٦
Α	X COMMERCIAL GENERAL LIABILITY				,,,,,,,	EACH OCCURRENCE	\$ 1,000,00	00
	CLAIMS-MADE X OCCUR		S 2505515	4/12/2024	4/12/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,00	00
	χ PD Ded: \$1,000					MED EXP (Any one person)	\$ 15,00	00
						PERSONAL & ADV INJURY	\$ 1,000,00	00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 3,000,00	00
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 3,000,00	00
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00	00
	X ANY AUTO		S 2505515	4/12/2024	4/12/2025	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
Α	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	5,000,00	00
	EXCESS LIAB CLAIMS-MADE		S 2505515	4/12/2024	4/12/2025	AGGREGATE	5,000,00	00
	DED X RETENTION \$)					\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE A	N/A	5752	1/1/2024	1/1/2025	E.L. EACH ACCIDENT	\$ 2,000,00	
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	2,000,00	00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		
Α	Leased/Rented Eqpt		S 2505515	4/12/2024	4/12/2025	Ded: \$1,000 / Limit:	100,00	00
С	Pollution / Environm		CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,00	00

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.
Santa Fe, NW 07307	AUTHORIZED REPRESENTATIVE

Signature:

Email: xivigil@santafenm.gov