

Date: August 8, 2025

To: Governing Body

From: Regina Wheeler, Public Works Department Director *RW*
RW (Aug 8, 2025 12:53:00 MDT)

Subject: Contract for On Call Small Roadway Trail and Sidewalk Construction

Vendor Name: GME General Building LLC

Vendor Number: 9810

ACTION:

Request for Approval of a Construction Contract with GME General Building LLC in the Total Amount of \$5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis Contract Number is 3260125

BACKGROUND AND SUMMARY:

This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This vendor, GME General Building, has completed many right of way projects for the City.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to the vendor as needs arise and funding is available.

ATTACHMENTS:

Construction Contract
Bid Sheet
Certificate of Insurance

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project Ledger No.: Various

Budget Officer/Designee: Andy Hopkins Date: 08/15/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used ITB#25120 for On Call Small Roadway Trail and Sidewalk Construction

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 08/19/2025
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger Number: _____ Various
Approval: Rebecca Lovato-Sanouong Title: Accounting Manager Date: 08/15/2025
Rebecca Lovato-Sanouong (Aug 15, 2025 10:12:10 MDT)
Comment/Exceptions: _____

Item #: _____
Munis Contract #: _____
ITB # 25120

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 **GME General Building LLC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

WHEREAS, the City has 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

The Contractor shall perform all the work required by the Contract Documents for On Call Small Roadway Trail and Sidewalk Construction (Bid #25120) as follows:

STATEMENT OF WORK:

Orders:

Under the terms and conditions of Invitation to Bid number 25120 (“ITB”) and this contract, the City’s Engineers, Project Managers and Project Administrators (collectively “Project Manager”) may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The City’s Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor’s bid on the ITB, a cost summary, and a proposed schedule required to complete the assignment or task. project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City’s Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The

Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

For any Task Order that requires paving of either more than 300 linear feet of lane paving or more than 1000 linear feet of sidewalk (including curb and gutter) Contractor is not authorized to proceed until Contractor receives both a signed Notice to Proceed and written approval from the City's Director of Public Works.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

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

Contractors with Other On-Call Contracts: Contractors currently awarded under separate City on-call paving contracts shall quote and be paid solely on the contract identified in the Task Order. Contractor may not transfer the Task Order to a different contract or adjust pricing based on bids submitted under this contract, unless the Public Works Director approves changing the contract used for pricing in writing. The City's Project Manager shall identify the contract by the City's Item Number or other unambiguous identifier on each Task Order.

Price Adjustments:

The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The Director of Public Works' decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Order shall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number

Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

SPECIFICATIONS:

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains (manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

To initiate work using this on-call contract, the City of Santa Fe shall provide contractor with a written scope of work and/or drawings generally defining the work to be performed for the Task Order. This document will include the City contact for the work. The Contractor shall respond with a quotation for work at a cost equal to or less than the pricing in this Price Agreement. Upon acceptance of the quotation, a Purchase Order would be issued indicating that the contractor is authorized to proceed with the work coordinating schedule with the City and permitting.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities

The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify

and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work.

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of “Non-Conformance”.

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date

Step II. Project Inspection and Development of Punch List

Step III. Notice of Punch List Completion and Request of Final Inspection

Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor’s written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor’s correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

Notice to Contractors

1. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits “operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use.” However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

2. Cooperation with Utilities

2.1 For construction purposes this Notice to Contractors (“NTC”) does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation (“NMDOT”) Standard Specifications for Highway and Bridge Construction, (“Standard Specifications”) Section 105.6, “Cooperation with Utilities”. The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

2.2 The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates.

An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

2.3 City Owned Facility Infrastructure Line Markings- If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

2.4 If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

2.5 Protection of Utility Infrastructure - Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

2.6 Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines

Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM – Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

3. Restricted Work Hours

- 3.1 Lane closures during peak hours (6 am to 9 am and 4 pm to 7 pm) shall be avoided whenever possible. At all times, access shall be provided to properties and businesses.
- 3.2 The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

4. Performance and Payment Bond

4.1 At the time of the bid, a bid bond is not required. However, prior to the issuance of any Contract Task Order greater than \$60,000, the Contractor shall provide a performance and payment bond securing performance, labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City’s Public Works Department within ten (10) working days after the issuance of a Purchase Order pursuant to a Contract Task Order. Failure to obtain the required bond will result in the Purchase Order being cancelled.

5. Historic District Concrete Color

5.1 All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be “earth toned”. The City of Santa Fe Historic Preservation Division has selected

“Oatmeal Buff” from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

5.2 For items in the 608 and 609 concrete series may be tinted to the “Oatmeal Buff” sample, or an equivalent color as directed by the Construction/Project Manager.

5.3 When item 608404 Concrete Median Pavement 4” (Colored and Patterned) is placed in a historic district, “Oatmeal Buff” from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

5.4 The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made.

5.5 The Contractor shall follow the manufacturer’s mixing requirements for the colored concrete.

6. Compaction, Material and Other Types of Testing

6.1 This work may consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each Contract Task Order.

6.2 Testing must be done by a commercial materials testing laboratory overseen and or operated by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

6.3 It will be the responsibility of the Contractor to schedule testing. The City shall be notified of the intended testing times.

6.4 Testing shall be performed as required by the specification and the “New Mexico Department of Transportation Minimum Testing Requirements” (NMDOT, SSHBC 2019 Edn.).

7. Mobilization

7.1 The City shall pay mobilization for each type of task on a per mile bases. The payment will be made for a one time, one way trip from the contractor’s yard to the project site.

7.2 For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

8. Traffic Control Management

8.1 All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

8.2 Traffic control will be paid actual costs plus overhead.

8.3 Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

8.4 Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and street and sidewalk closures.

Local preference OK to use

Specs

Inset detectable warning surfaces only.

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.

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order request for quote is issued, the contractor will price work in with pricing in the contract or any amendments at the time.

The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed five million, five hundred thousand dollars (\$5,500,000.00). 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.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services

provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided..

B. Payment in future fiscal years 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 fifteen (15) 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 **ten (10) years from date of final signature.**

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 task order 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 task order purchase order; 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 task order purchase order, 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 # 25046** 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 indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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 Director, 737 Agua Fria St, Santa Fe, NM 87501 rawheeler@santafenm.gov

To the Contractor: Erik Trujillo, GME General Building LLC,
3225 Richards LN Ste A, Santa Fe, NM 87507
ERIK@GMEGENERALBUILDING.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. 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.

31. 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 task order 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.

32. 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, MAYOR



Erik Trujillo, Vice President

DATE: _____

DATE: **07/10/2025**

NMBTIN#: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 10, 2025 16:39 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Bidder Instructions:

Items - Bidders do not have the ability to add or delete items.

Approx. Qty. - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.

UOM (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the Comments.

Article and Description - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the Comments.

Unit Price - Bidders must provide pricing that conforms with the identified Unit Price.

Comments - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in <u>Numbers</u> (Dollar & Cents)
1	201000	Cleaning and Grubbing (refer to Section 201, SSHB)	L.S	1	\$ 25,000.00
2	203000	Unclassified Excavation	C.Y.	1	\$ 25.50
3	203100	Borrow	C.Y.	1	\$ 28.50
4	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	\$ 28.50
5	203205	Sub-excavation & Re-compaction	C.Y.	1	\$ 40.00
6	203211	Unstable Subgrade Stabilization	S.Y.	1	\$ 16.50
7	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	\$ 9.50
8	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	\$ 8.50
9	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	\$ 7.50
10	208000	Linear Grading	mile	1	\$ 2,500.00
11	209000	Blading and Reshaping	mile	1	\$ 5,500.00
12	210000	Excavation & Backfill for Major Structures	C.Y.	1	\$ 650.00
13	210005	Temporary Retaining Wall/Sloping	S.F.	1	\$ 105.00
14	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	\$ 7.50
15	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	\$ 3.25
16	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	\$ 3.25
17	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	\$ 3.75
18	303160	Base Course 6"	S.Y.	1	\$ 15.25
19	405000	Detour Pavement Construction	S.Y.	1	\$ 85.00
20	407000	Asphalt Material for Tack Coat	ton	1	\$ 1,150.00
21	407000A	Fog Seal for Roadway	ton	1	\$ 1,400.00
22	407000B	Fog Seal for Trails	ton	1	\$ 1,750.00
23	408100	Prime Coat Material	ton	1	\$ 1,150.00
24	411000	Hot Poured Crack Sealing	LB	1	\$ 4.50
25	411100	Polymer Binder/Aggregate Blend Crack Repair (1" - 6" Wide cracks)	LB	1	\$ 6.50
26	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	\$ 2.00
27	414000A	Cold Milling (Asphalt) (10,001 - 50,000 SY/IN)	S.Y./IN	1	\$ 2.00
28	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	\$ 1.75
29	414120	Cold Milling (Asphalt) 2"	S.Y.	1	\$ 2.00
30	403600	Open Graded Friction Course Complete (5/8")	S.Y./IN	1	\$ 195.50
31	403701	Open Graded Friction Course Complete	ton	1	\$ 195.50
32	416000	Minor Pavement	S.Y./IN	1	\$ 19.50
33	416107	Minor Paving Type I, HMA SP-III	S.Y.	1	\$ 190.00
34	417000	Miscellaneous Paving	S.Y.	1	\$ 190.00
35	417100	Asphalt Curb (6" Width)	L.F.	1	\$ 95.00
36	423250	HMA SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	\$ 16.00
37	426250A	HMA SP-III Complete (10,001 - 50,000 SY/IN)	S.Y./IN	1	\$ 17.00
38	426250B	HMA SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	\$ 18.00
39	423283	HMA SP-IV Complete	ton	1	\$ 190.00
40	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y./IN	1	\$ 16.00
41	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	\$ 17.00
42	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	\$ 18.00
43	451060	Concrete Pavement - 6" (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	\$ 250.00
44	451080	Concrete Pavement - 8"	S.Y.	1	\$ 285.00
45	502030	Drilled Shaft Foundation 30" D	L.F.	1	\$ 300.00
46	511000	Structural Concrete, CL A	C.Y.	1	\$ 1,700.00
47	511500	Concrete Patch Work (1/4" to 3/2" Thick)	S.F.	1	\$ 250.00
48	511501	Stucco (Color Determined by Project)	S.F.	1	\$ 15.50
49	515000	Reinforced Concrete for Minor Structures	C.Y.	1	\$ 1,750.00
50	516000	Flowable Fill	C.Y.	1	\$ 275.00
51	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	\$ 10.50
52	540060	Reinforcing Bars Grade 60	LB	1	\$ 2.25
53	541200	Structural Steel for Miscellaneous Structures	LB	1	\$ 3.50
54	543002A	Metal Railing, Type D	L.F.	1	\$ 350.00
55	543002B	Metal Railing, Type W	L.F.	1	\$ 350.00
56	543002C	Metal Railing, Type Thrie	L.F.	1	\$ 350.00
57	570012	12" Culvert Pipe, Galvanized 14G	L.F.	1	\$ 65.00
58	570018	18" Culvert Pipe, Galvanized 14G	L.F.	1	\$ 75.00
59	570024	24" Culvert Pipe, Galvanized 14G	L.F.	1	\$ 85.00
60	570025	24" Culvert Pipe End Section	EACH	1	\$ 950.00
61	570030	30" Culvert Pipe, Galvanized 14G	L.F.	1	\$ 150.00
62	570031	30" Culvert Pipe End Section, Galvanized 14G	EACH	1	\$ 1,800.00
63	570036	36" Culvert Pipe, Galvanized 12G	L.F.	1	\$ 185.00
64	570037	36" Culvert Pipe End Section, Galvanized 12G	EACH	1	\$ 2,200.00
65	570048	48" Culvert Pipe, Galvanized 12G	L.F.	1	\$ 265.00
66	570049	48" Culvert Pipe End Section, Galvanized 12G	EACH	1	\$ 4,800.00
67	570425	18" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminumized Steel	L.F.	1	\$ 125.00
68	570429	18" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminumized Steel	EACH	1	\$ 600.00
69	570437	24" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminumized Steel	L.F.	1	\$ 150.00
70	570441	24" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminumized Steel	EACH	1	\$ 950.00
71	571000	3/8" Diamond Plate	S.F.	1	\$ 45.00
72	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC)	L.S	1	\$ 25,000.00
73	601110	Removal of Surfacing	S.Y.	1	\$ 3.65
74	602010	Riprap Class B	C.Y.	1	\$ 275.00
75	602030	Riprap Class D	C.Y.	1	\$ 275.00
76	602060	Riprap Class G	C.Y.	1	\$ 275.00
77	602200	Gabions with rocks	C.Y.	1	\$ 550.00
78	603100	Temporary Soil Stabilant	ACRE	1	\$ 850.00
79	603200	Silt Fence	L.F.	1	\$ 8.50
80	603220	Check Dam Type I	L.F.	1	\$ 85.00
81	603250	Drop Inlet Protection Type I	EACH	1	\$ 275.00
82	603251	Drop Inlet Protection Type II	EACH	1	\$ 275.00
83	603261	Mulch Socks	L.F.	1	\$ 6.50
84	603262	Composted Mulch Socks	L.F.	1	\$ 6.50
85	606000	Metal Barrier W-Beam	L.F.	1	\$ 75.00
86	606010	Metal Barrier Thrie - Beam	L.F.	1	\$ 150.00
87	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	\$ 4,500.00
88	606051	End Treatment TL-3 End Terminal	EACH	1	\$ 6,500.00
89	606052	End Treatment TL-2 End Terminal	EACH	1	\$ 6,500.00
90	606054	End Treatment Thrie - Beam End Anchor	EACH	1	\$ 6,500.00
91	606499	Post and Cable Barrier	L.F.	1	\$ 75.00
92	607004	Barbed Wire Fence 4'	L.F.	1	\$ 12.50
93	607005	Barbless Wire Fence 4'	L.F.	1	\$ 12.50
94	607026	Chain Link Fence 6'	L.F.	1	\$ 105.00
95	607079	Pedestrian/Bicycle Railing	L.F.	1	\$ 275.00
96	607080	Bike Racks	EACH	1	\$ 1,300.00
97	607455	Chain Link Gate, 8' X 8'	EACH	1	\$ 1,450.00
98	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	\$ 165.00
99	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	\$ 155.00
100	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	\$ 145.00

101	608005	Concrete Sidewalk 4" Colored (1-100 SY)	S.Y.	1	\$	175.00
102	608005A	Concrete Sidewalk 4" Colored (101-500 SY)	S.Y.	1	\$	165.00
103	608005B	Concrete Sidewalk 4" Colored (501+ SY)	S.Y.	1	\$	155.00
104	608106	Drive Pad 6"	S.Y.	1	\$	165.50
105	608204	Concrete Median Pavement 4"	S.Y.	1	\$	165.50
106	608300	Inset Detectable Warning	S.F.	1	\$	65.00
107	608400	ADA Ramp	S.Y.	1	\$	4,500.00
108	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	\$	165.50
109	609200	Header Curb	L.F.	1	\$	45.00
110	609202	12"-18" Tall Cut-Off Wall	L.F.	1	\$	45.00
111	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	\$	125.50
112	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	\$	45.00
113	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	\$	40.00
114	609318B	Concrete Sloped Curb and Gutter 6" X 18" Colored, (1-250 LF)	L.F.	1	\$	50.00
115	609318C	Concrete Sloped Curb and Gutter 6" X 18" Colored, (251+ LF)	L.F.	1	\$	45.00
116	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	\$	45.00
117	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	\$	40.00
118	609324B	Concrete Sloped Curb and Gutter 6" X 24" Colored, (1-100 LF)	L.F.	1	\$	50.00
119	609324C	Concrete Sloped Curb and Gutter 6" X 24" Colored, (101+ LF)	L.F.	1	\$	45.00
120	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	\$	45.00
121	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	\$	45.00
122	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	\$	40.00
123	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	\$	40.00
124	609418C	Concrete Vertical Curb & Gutter B 6"X18" Colored, (1-25 LF)	L.F.	1	\$	50.00
125	609418D	Concrete Vertical Curb & Gutter B 6"X18" Colored, (26-250 LF)	L.F.	1	\$	45.00
126	609418E	Concrete Vertical Curb & Gutter B 6"X18" Colored (251+ LF)	L.F.	1	\$	40.00
127	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	\$	45.00
128	609424A	Concrete Vertical Curb & Gutter B 6" X 24" Colored	L.F.	1	\$	50.00
129	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	\$	50.00
130	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	\$	45.00
131	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	\$	40.00
132	609430C	Concrete Vertical Curb & Gutter 6" X 30" Colored (1-30 LF)	L.F.	1	\$	55.00
133	609430D	Concrete Vertical Curb & Gutter 6" X 30" Colored (31-250 LF)	L.F.	1	\$	50.00
134	609430E	Concrete Vertical Curb & Gutter 6" X 30" Colored, (251+ LF)	L.F.	1	\$	45.00
135	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	\$	165.50
136	609600A	Concrete Valley Gutter and Fillet Colored, 6" X Variable Width	L.F.	1	\$	175.50
137	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	\$	125.50
138	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	\$	165.50
139	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	\$	45.00
140	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	\$	40.00
141	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	\$	40.00
142	609706C	Concrete Laydown Curb and Gutter 6" X 24" Colored (1-25 LF)	L.F.	1	\$	50.00
143	609706D	Concrete Laydown Curb and Gutter 6" X 24" Colored (26-250 LF)	L.F.	1	\$	45.00
144	609706E	Concrete Laydown Curb and Gutter 6" X 24" Colored (251+ LF)	L.F.	1	\$	40.00
145	609999	Concrete Curb Returns (Complete)	S.Y.	1	\$	125.00
146	617003	Video Recording	L.S.	1	\$	800.00
147	618000A	Traffic Control Management (Major)	DAY	1	\$	2,050.00
148	618000B	Traffic Control Management (Minor)	DAY	1	\$	1,850.00
149	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	\$	2,500.00
150	621000	Mobilization Sidewalk Less than 100 feet long	MILE	1	\$	4,000.00
151	621001	Mobilization Sidewalk Greater than 100 feet long	MILE	1	\$	4,000.00
152	621002	Mobilization Pothole Patching	MILE	1	\$	4,000.00
153	621003	Mobilization Concrete or Asphalt Trail Repair	MILE	1	\$	4,000.00
154	621004	Mobilization Pavement Milling and Filling project	MILE	1	\$	4,000.00
155	621005	Mobilization Unpaved Trail Repair	MILE	1	\$	4,000.00
156	623001	Median Drop Inlet Type I (Urban) H=31" to 60"	EACH	1	\$	18,000.00
157	623045	Median Drop Inlet (Valley/L) H=31" TO 60"	EACH	1	\$	25,000.00
158	623311	Curb Drop Inlet Type I-B to 4"	EACH	1	\$	35,000.00
159	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	\$	18,000.00
160	623501	Transverse Drop Inlet	EACH	1	\$	15,500.00
161	623600	Junction Box	EACH	1	\$	4,500.00
162	623999	Modify Existing Inlet	EACH	1	\$	15,500.00
163	632000	Class A Seeding	ACRE	1	\$	15,000.00
164	632020	Class C Seeding	ACRE	1	\$	29,000.00
165	632100	Manhole Extension	EACH	1	\$	1,500.00
166	662300	Tie to Existing Manhole	EACH	1	\$	1,500.00
167	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	\$	1,400.00
168	662500	Manhole Frame and Cover	EACH	1	\$	1,500.00
169	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	\$	15,000.00
170	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	\$	125,000.00
171	663110	Remove & Relocate Fire Hydrant	EACH	1	\$	8,250.00
172	663850	Water Valve Adjustment	EACH	1	\$	450.00
173	663855	Adjust Valve Box to Grade	EACH	1	\$	450.00
174	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	\$	15,000.00
175	667110	Mailbox Installation - Single	EACH	1	\$	450.00
176	667209	Crusher Fines	C.Y.	1	\$	275.00
177	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	\$	105.00
178	667500	Bollard	EACH	1	\$	1,500.00
179	667501	Parking Bumpers	EACH	1	\$	350.00
180	667505	Lay New Brick Sidewalk	S.Y.	1	\$	225.00
181	667510	Remove and Reset Brick Sidewalk	S.Y.	1	\$	215.00
182	667515	Litter Receptacle	EACH	1	\$	1,050.00
183	667520A	Park Bench 6'	EACH	1	\$	1,200.00
184	667520B	Park Bench 8'	EACH	1	\$	1,500.00
185	701000	Panel Signs	S.F.	1	\$	40.00
186	701030	Remove and Reset Panel Sign	EACH	1	\$	850.00
187	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	\$	38.50
188	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	\$	22.50
189	702000	Construction Signing	S.F.	1	\$	25.00
190	702110	Portable Sign Support	EACH	1	\$	185.00
191	702320	Vertical Panel	EACH	1	\$	85.00
192	702610	Portable Changeable Message Sign	EACH	1	\$	14,500.00
193	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	\$	65,000.00
194	702710	Mobile Traffic Signal System	EACH	1	\$	65,000.00
195	703300	Reflective Barrier Delineator	EACH	1	\$	75.00
196	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	\$	1.25
197	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	\$	3.25
198	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	\$	1.25
199	704100	Removable Marking Tape 4"	L.F.	1	\$	5.00
200	704104	Removable Marking Tape 12"	L.F.	1	\$	22.50
201	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	\$	25.00
202	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	\$	450.00
203	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	\$	450.00
204	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	\$	450.00
205	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	\$	450.00
206	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	\$	450.00
207	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	\$	95.00
208	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	\$	450.00
209	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	\$	450.00

210	704754	Hot Thermoplastic Stripe 4"	L.F.	1	\$	2.50
211	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	\$	5.50
212	704762	Hot Thermoplastic Stripe 12"	L.F.	1	\$	6.50
213	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	\$	18.50
214	704764	Hot Thermoplastic Stripe 24"	L.F.	1	\$	18.00
215	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	\$	25.00
216	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow - 3801-ES 3M Tape	EACH	1	\$	525.00
217	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow - 3801-ES 3M Tape	EACH	1	\$	525.00
218	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow - 3801-ES 3M, Tape	EACH	1	\$	525.00
219	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow - 3801-ES 3M Tape	EACH	1	\$	525.00
220	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow - 3801-ES 3M, Tape	EACH	1	\$	525.00
221	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) - 3801-ES 3M, Tape	EACH	1	\$	525.00
222	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) - 3801-ES 3M, Tape	EACH	1	\$	525.00
223	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) - 3801-ES 3M, Tape	EACH	1	\$	525.00
224	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) - 3801-ES 3M, Tape	EACH	1	\$	525.00
225	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) - 3801-ES 3M Tape	EACH	1	\$	525.00
226	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	1	\$	525.00
227	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	1	\$	525.00
228	706110	Service Riser (Lighting)	EACH	1	\$	850.00
229	706210	Meter Pedestal (Lighting)	EACH	1	\$	1,050.00
230	706420	Light Control Cabinet-2 Circuit	EACH	1	\$	3,500.00
231	707530	Type V Standard, 30'	EACH	1	\$	6,500.00
232	707540	Type V Standard, 40'	EACH	1	\$	6,500.00
233	707550	Type V Standard, 50'	EACH	1	\$	6,500.00
234	707742	Type V Standard, 40', 2 Arms	EACH	1	\$	6,500.00
235	707801	Remove & Reset Type I Standard Complete	EACH	1	\$	1,050.00
236	707810	Remove & Reset Light Stand & Luminaire	EACH	1	\$	3,500.00
237	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	1	\$	3,800.00
238	709020	Rigid Electrical Conduit 2"	L.F.	1	\$	25.00
239	709030	Rigid Electrical Conduit 3"	L.F.	1	\$	35.00
240	709040	Rigid Electrical Conduit 4"	L.F.	1	\$	48.00
241	710000	Electrical Pull Box (Standard)	EACH	1	\$	4,500.00
242	710010	Electrical Pull Box (Large)	EACH	1	\$	5,500.00
243	711102	Single Conductor 2	L.F.	1	\$	8.50
244	711230	Single Conductor 3/0	L.F.	1	\$	15.00
245	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	\$	18,000.00
246	716701	LED Roadway Luminaire	EACH	1	\$	1,050.00
247	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	1	\$	15,500.00
248	721000	Removal of Pavement Marking (Water Blasting)	L.F.	1	\$	250.00
249	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	1	\$	650.00
250	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	\$	10,000.00
251	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	\$	8,500.00
252	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	\$	8,500.00
253	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	\$	5,000.00
254		Payment and performance bond	%	1	\$	3.00
Total Cost					\$	779,114.40



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

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

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

PRODUCER Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	CONTACT NAME: Melissa Morris PHONE (A/C No. Ext): 575-616-5325 FAX (A/C, No): E-MAIL ADDRESS: melissa.morris@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED GME General Building, LLC 3225 Richards Lane, Suite A Santa FE NM 87507 GMEGENE-01	INSURER A : United Fire Group NAIC # 13021	
	INSURER B : Builders Trust of NM NAIC # 525190	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 857642945

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60511880	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60511880	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired and Non-Owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60511880	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	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/A	WC-100-0006394-2025A	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Project: Any and All Jobs

See Attached...

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

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Burke Insurance Group, LLC		NAMED INSURED GME General Building, LLC 3225 Richards Lane, Suite A Santa FE NM 87507	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

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



WAIVER OF SUBROGATION

Insured Name: GME General Building LLC
Insured Policy Number: WC100-0006394-2025A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/11/2024

Countersigned by

A handwritten signature in black ink that reads "Randy L. Alkin".

Agency Number: 6 – 8
Agency Name: Burke Insurance Group LLC

ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under **Coverage H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:


4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

-  a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

8. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

10. Additional Insured- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage H**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

- 8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H for Water Damage Legal Liability**.
Coverage G - Product Recall Expense
- 9. Aggregate Limit \$50,000
Each Product Recall Limit \$25,000
 - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

→ The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- 13 Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. **"Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance**.

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1)** Overdue lease / loan payments at the time of the "loss";
 - (2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3)** Security deposits not returned by the lessor;
 - (4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5)** Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

→ Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

GB GME General Building LLC Construction Contract ITB 25120

Final Audit Report

2025-08-08

Created:	2025-08-08
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA24r8FYFpZfdJE2S4qSTpcFrxEo4suQV


"GB GME General Building LLC Construction Contract ITB 25120" History

 Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)

2025-08-08 - 6:21:26 PM GMT- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature

2025-08-08 - 6:22:10 PM GMT

 Email viewed by rawheeler@santafenm.gov

2025-08-08 - 6:52:50 PM GMT- IP address: 63.232.20.2

 Signer rawheeler@santafenm.gov entered name at signing as RW

2025-08-08 - 6:52:58 PM GMT- IP address: 63.232.20.2

 Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2025-08-08 - 6:53:00 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-08-08 - 6:53:00 PM GMT

ARCHULETA, AMANDA J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, October 9, 2024 3:39 PM
To: ARCHULETA, AMANDA J.
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi, it's updated. Here is the new determination. I don't think you need to send it to Horizons as their services do not match.

The scope of work as written would be Construction. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over \$5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used

https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687555809%7CUnknown%7CTWFpbGZsb3d8eyJWljoijoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=YuRJ0D4dlhXHG9bYXr7Euk3xbhGmpNplytNBLJTj8%3D&reserved=0 and documented procedures/laws/rules are followed.

- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77>

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• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687661332%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=z0Jy4fibSVDlcoO2j1htS09wtXdZhwOfukMclLQtn6U%3D&reserved=0>

o ITBs requests to <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2->

992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687673304%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JrmpDBZIKPEI9Qj0kyFyBm1INZltJlgkToaNcpe5340%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

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

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687684489%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=NACz%2F6zKMTBevaXUc4pjm5UZnBskACyiScmtLt7nXcU%3D&reserved=0>

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link:

https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687694880%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YK2tAQRpW860ccLxvx55pAYLI%2BnWHe%2B2ch2u%2BZVuQvU%3D&reserved=0

More Procurement, less drama ~ John Blair

-----Original Message-----

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 1:26 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Travis,

I wanted to ask before I send to Horizons was this the SOW that you made the determination on?

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains

(manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verification of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work. Failure of this work

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date Step II. Project Inspection and Development of Punch List Step III. Notice of Punch List Completion and Request of Final Inspection Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or, 4. The City's warranty or guaranty rights.

Or is it just the first paragraph?

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:58 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Thank you!!!

Regards,

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

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687706144%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JW6BYtP5jHpi4UOQANZ2QekopY65DWSvTUppqz12dvrM%3D&reserved=0>

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link:

https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687717504%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=LFZMIIMDDon1maXMZgjS7uuhjzLvmXOykJJA7fe9zfw%3D&reserved=0

More Procurement, less drama ~ John Blair

-----Original Message-----

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:46 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

I will add this to Munis and send it in teams with the ITB #.

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:11 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Amanda, will please submit this in Munis? Please see the attached "ITB and RFP Submission Process."

Here is the determination:

The scope of work as written would be Construction. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over \$5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used

https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687727808%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luZzIiLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0 and documented procedures/laws/rules are followed.

- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan

approved before you process. • < \$20k per year, one quote is acceptable. • From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687737931%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=97KDzAVUZZNT7Pk9jG7HyBwY6goRwe5hpMrcYKD3uqA%3D&reserved=0> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.) o

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspo.valuepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687748491%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ljliOTMVKE8Rtql3jzD7C3lY4aR7py6%2BAgPNST5Hn7E%3D&reserved=0>

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<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.buyboard.com%2Fhome.aspx&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687769174%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=2eDDeEGJMyF3cVT3uAoXd%2BU%2Ba%2FmujYul8ZBLsCG2KA0%3D&reserved=0>

o <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.h-gac.com%2FHome&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687779236%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=SutEt8l2vFsWmCofkmQwsiogUU4x8wgfWUGwaNCxMK0%3D&reserved=0>

o <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gsaelibrary.gsa.gov%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687789049%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=omunVhCFRueBrHs3D%2BlvsPbwpj8uia92nSF4tEDn9mM%3D&reserved=0>

o <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sourcewell-mn.gov%2Fcontract-search&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687800829%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=wkr4H9KofubxM7P2cOkekMKJiPBv%2FbODtNFJHTT3ko%3D&reserved=0>

• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv%2F%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687812869%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtuFRtw67kkCDkjM1LwHX14%3D&reserved=0>

o ITBs requests to

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2F%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv%2F%2FITB%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687824713%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=whZO6N4ae091voOzkG5KOzVmDNSyb18gdGuTImfSavg%3D&reserved=0>

o Determination requests to purchasing_det@santafenm.gov o And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

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

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687836442%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=8VZEGt3zuXNw0k4YmJMCZzLMFyIC8s%2B51wB%2FSogTMcE%3D&reserved=0>

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

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https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShlDV9JuEeobQL7t7SwgWUI%3D&reserved=0

More Procurement, less drama ~ John Blair

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, October 8, 2024 8:34 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Cc: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: On call small roadway trail and sidewalk ITB and Contract

Hello Amanda (and everyone),

Here, finally, are the edited ITB and Construction Contract for routing. I hope I got most everything and did this right!

Appreciate everyone's help. I have had a lot of input from the Streets Maintenance and Capital Projects Team on this. Very valuable process.

Please let me know if you have any questions or comments.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----

From: WHEELER, REGINA A.
Sent: Tuesday, September 17, 2024 1:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

OMG Travis, thank you so much for fast response and new template integration! And thank you Joseph and Joann for support.

I will review soon and ask Amanda for help to submit via Teams!

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Sent: Monday, September 16, 2024 5:42 PM

To: WHEELER, REGINA A. <rawheeler@santafenm.gov>

Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

Regina,

I moved the SOW and items to the ITB template and can continue working on it if you need me to. Otherwise, you can have someone clean it up and update the contract template. Please let me know. Kathy and JoAnn have both said their willing to help as well.

Thank you.

Regards,

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

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687858622%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=fh9WVFFMeXBO7at43hlux9eHZT7Bmbw4kPhqof%2Bf8zk%3D&reserved=0>

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https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687868480%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=cFYfawZgNdSX4yo1HOR5BnpFU3ZPEqLv7sa9lGc7CBY%3D&reserved=0

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>

Sent: Friday, September 13, 2024 1:51 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; 'Joseph kashiwagi' <josephkashiwagi@ksm-inc.com>;
LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: Sidewalk trails and patching scope for ITB for Price Agreements

Hello Travis, Joseph and Joann,

Attached is the scope of work and bid sheet for a ITB procurement for Price Agreements for the City to use to repair sidewalks, trails and road sections. These contracts are essential for City to come into compliance with our code that says we fix sidewalks quickly after problems are reported. It is also essential to spend the \$1M just appropriated by GB for sidewalk repairs.

Thank you for letting us know the next steps for this effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197