

**Date:** August 6, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director *RW*  
RW (Aug 6, 2025 12:53:38 MDT)

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

**Vendor Name:** EMCO

**Vendor Number:** 1254

---

**ACTION:**

Request for Approval of a Construction Contract with EMCO of Santa Fe 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 3260119.

**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, EMCO, 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: 08/18/2025  
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 Levato-Sanduong Title: Accounting Manager Date: 08/15/2025  
Rebecca Levato-Sanduong (Aug 15, 2025 09:58:11 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 **EMCO of Santa Fe**, 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](mailto: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](mailto: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](mailto:Benjamin.Wiltbank@lumen.com)

UTILITY OWNER: Comcast  
Comcast – Cable  
Contact: David Aikin  
505.438.1930, [David.Aikin@comcast.com](mailto:David.Aikin@comcast.com)

UTILITY OWNER: NM Gas Company  
NM Gas Company – Gas  
Contact: Frank Aragon  
505.470.0668, [Frank.Aragon@nmgco.com](mailto:Frank.Aragon@nmgco.com)

UTILITY OWNER: PNM Distribution System  
PNM – Electric  
Contact: Eric Winkler  
505.473.3221, [Eric.Winkler@pnm.com](mailto:Eric.Winkler@pnm.com)

UTILITY OWNER: PNM Transmission System  
PNM – Electric  
Contact: Julia Seymour  
505.373.5444, [julia.seymour@pnm.com](mailto: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](mailto:rawheeler@santafenm.gov)

To the Contractor: Katharine Fishman, Espanola Mercantile Co (EMCO),  
1302 N. Riverside Dr, Espanola NM 87532  
[kfishman@espmerc.com](mailto:kfishman@espmerc.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:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

CONTRACTOR:

*Katharine C. Fishman*  
Katharine C. Fishman (Jul 10, 2025 16:39 MDT)

\_\_\_\_\_  
Katharine Fishman, Manager

DATE: 07/10/2025

NMBTIN#: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:

*Kevin L. Nault*  
Kevin L. Nault (Jul 10, 2025 17:08 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 provided 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 permitted.

EXCO of Santa Fe LLC March 11, 2025

Item #	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in Millions Dollars & Cents	Column
1	201000 Cleaning and Grabbing (refer to Section 201.555B)	L.S.	1	\$5,000.00	
2	203000 Unclassified Excavation	C.Y.	1	\$25.00	
3	203100 Borrow	C.Y.	1	\$30.00	
4	203200 Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	\$35.00	
5	203305 Sub-excavation & Re-compaction	C.Y.	1	\$35.00	
6	203711 Unsuitable Subgrade Stabilization	S.Y./IN	1	\$10.00	
7	207000 Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	\$1.50	
8	207000A Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	\$1.50	
9	207000B Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	\$1.50	
10	208000 Linear Crnding	Mile	1	\$7,500.00	
11	209000 Blading and Reshaping	Mile	1	\$7,500.00	
12	210000 Excavation & Backfill for Major Structures	C.Y.	1	\$35.00	
13	210005 Temporary Retaining Wall/Sliprag	S.F.	1	\$50.00	
14	302000 Process Placing & Compact Exterior Pavement	S.Y./IN	1	\$7.50	
15	303015 Base Course (1-500 SY/IN)	S.Y./IN	1	\$2.75	
16	303015A Base Course (501-1,500 SY/IN)	S.Y./IN	1	\$2.75	
17	303015B Base Course (1,511+ SY/IN)	S.Y./IN	1	\$16.50	
18	303160 Base Course 6"	S.Y.	1	\$100.00	
19	405000 Detour Pavement Construction	S.Y.	1	\$1,250.00	
20	407000 Asphalt Material for Truck Coat	Ton	1	\$1,500.00	
21	407000A Fog Seal for Roadway	Ton	1	\$2,000.00	
22	407000B Fog Seal for Trails	Ton	1	\$1,500.00	
23	408100 Prime Coat Material	Ton	1	\$5.00	
24	411000 Hot Poured Crack Sealing	LB	1	\$7.50	
25	411000 Polymer Binder/Aggregate Blend Crack Repair (1" - 6" Wide cracks)	LB	1	\$7.50	
26	414000 Cold Milling (Asphalt) (10,001 - 50,000 SY/IN)	S.Y./IN	1	\$3.50	
27	414000A Cold Milling (Asphalt) (10,001 - 50,000 SY/IN)	S.Y./IN	1	\$3.50	
28	414000B Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	\$7.00	
29	414120 Cold Milling (Asphalt) 2"	S.Y.	1	\$30.00	
30	403600 Open Graded Friction Course Complete (68")	Ton	1	\$250.00	
31	403701 Open Graded Friction Course Complete	S.Y./IN	1	\$15.00	
32	416000 Mirror Pavement	S.Y.	1	\$200.00	
33	416107 Mirror Paving Type I, BMASF-II	S.Y.	1	\$200.00	
34	417000 Miscellaneous Paving	S.Y.	1	\$45.00	
35	417100 Asphalt Curb (6" Width)	L.F.	1	\$12.50	
36	423250 HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	\$12.50	
37	426250A HMA-SP-III Complete (10,001 - 50,000 SY/IN)	S.Y./IN	1	\$12.50	
38	426250B HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	\$12.50	
39	423283 HMA-SP-IV Complete	Ton	1	\$200.00	
40	423283A HMA-SP-IV Complete 6422 OH (1-10,000 SY/IN)	S.Y./IN	1	\$12.50	
41	423283B HMA-SP-IV Complete 6422 OH (10,001-50,000 SY/IN)	S.Y./IN	1	\$12.50	
42	423283C HMA-SP-IV Complete 6422 OH (50,001+ SY/IN)	S.Y./IN	1	\$12.50	
43	451060 Concrete Pavement - 6" (Complete-Replice In-kind dowell & wire mesh)	S.Y./IN	1	\$150.00	
44	451080 Concrete Pavement - 8"	S.Y.	1	\$300.00	
45	502030 Drilled Shaft Foundation 30" D	L.F.	1	\$550.00	
46	511000 Structural Concrete, C. A	C.Y.	1	\$1,500.00	
47	511500 Concrete Patch Work (1/4" to 1/2" Thick)	S.F.	1	\$12.50	
48	511501 Stucco Color Determined by Project	S.F.	1	\$15.00	
49	513000 Reinforced Concrete for Minor Structures	C.Y.	1	\$1,250.00	
50	516000 Flowable Fill	C.Y.	1	\$300.00	
51	531001 Permanent Anti-Graffiti Protective Coat	S.F.	1	\$5.00	
52	540060 Reinforcing Bars Grade 60	LB	1	\$7.50	
53	541200 Structural Steel for Miscellaneous Structures	LB	1	\$7.50	
54	54302A Metal Railing Type D	L.F.	1	\$450.00	
55	54302B Metal Railing Type W	L.F.	1	\$450.00	
56	54302C Metal Railing Type Three	L.F.	1	\$450.00	
57	570012 12" Culvert Pipe, Galvanized 14G	L.F.	1	\$75.00	
58	570018 18" Culvert Pipe, Galvanized 14G	L.F.	1	\$80.00	
59	570024 24" Culvert Pipe, Galvanized 14G	L.F.	1	\$100.00	

60	570025	24" Culvert Pipe End Section	EACH	1		\$750.00
61	570030	30" Culvert Pipe, Galvanized 14G	L.F.	1		\$150.00
62	570031	30" Culvert Pipe End Section, Galvanized 14G	EACH	1		\$1,500.00
63	570036	36" Culvert Pipe, Galvanized 12G	L.F.	1		\$175.00
64	570037	36" Culvert Pipe End Section, Galvanized 12G	EACH	1		\$2,000.00
65	570048	48" Culvert Pipe, Galvanized 12G	L.F.	1		\$250.00
66	570049	48" Culvert Pipe End Section, Galvanized 12G	EACH	1		\$3,500.00
67	570425	18" Storm Drain Culvert Pipe, Ultra-thin or approved equal, 14G Aluminum Steel	L.F.	1		\$150.00
68	570429	18" Storm Drain Culvert Pipe End Section, Ultra-thin or approved equal, 14G Aluminum Steel	EACH	1		\$500.00
69	570437	24" Storm Drain Culvert Pipe, Ultra-thin or approved equal, 14G Aluminum Steel	L.F.	1		\$200.00
70	570441	24" Storm Drain Culvert Pipe End Section, Ultra-thin or approved equal, 14G Aluminum Steel	EACH	1		\$750.00
71	571000	3/8" Diamond Plate	S.F.	1		\$50.00
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		\$100.00
74	602010	Riprap Class B	C.Y.	1		\$300.00
75	602030	Riprap Class D	C.Y.	1		\$300.00
76	603060	Riprap Class G	C.Y.	1		\$300.00
77	602800	Gabions with rocks	C.Y.	1		\$500.00
78	601100	Temporary Soil Stabilant	ACRE	1		\$2,500.00
79	603300	Silt Fence	L.F.	1		\$7.50
80	603220	Check Dam Type I	L.F.	1		\$20.00
81	603250	Dross Inlet Protection Type I	EACH	1		\$250.00
82	603251	Dross Inlet Protection Type II	EACH	1		\$300.00
83	603261	Mulch Socks	L.F.	1		\$7.50
84	603262	Composed Mulch Socks	L.F.	1		\$10.00
85	606000	Metal Barrier W-Beam	L.F.	1		\$75.00
86	606010	Metal Barrier Thrie - Beam	L.F.	1		\$150.00
87	606550	Metal Barrier End Treatment (Aschorage)	EACH	1		\$3,500.00
88	606551	End Treatment TLE3 End Terminal	EACH	1		\$7,500.00
89	606552	End Treatment TLE2 End Terminal	EACH	1		\$5,000.00
90	606554	End Treatment Thrie - Beam End Anchor	EACH	1		\$5,000.00
91	606499	Post and Cable Barrier	L.F.	1		\$35.00
92	607004	Barbed Wire Fence 4'	L.F.	1		\$15.00
93	607005	Chain Link Fence 5'	L.F.	1		\$75.00
94	607026	Pedestrian/Bicycle Railing	L.F.	1		\$75.00
95	607079	Bike Racks	EACH	1		\$500.00
96	607080	Chain Link Gate, 8' X 8'	EACH	1		\$1,500.00
97	607455	Concrete Sidewalk, 4" (1-100 SY)	S.Y.	1		\$150.00
98	608004	Concrete Sidewalk, 4" (101-500 SY)	S.Y.	1		\$135.00
99	608004A	Concrete Sidewalk, 4" (501+ SY)	S.Y.	1		\$135.00
100	608004B	Concrete Sidewalk, 4" Colored (1-100 SY)	S.Y.	1		\$135.00
101	608005	Concrete Sidewalk, 4" Colored (101-500 SY)	S.Y.	1		\$165.00
102	608005A	Concrete Sidewalk, 4" Colored (501+ SY)	S.Y.	1		\$165.00
103	608005B	Concrete Sidewalk, 4" Colored (251+ LF)	S.Y.	1		\$165.00
104	608106	Drive Pail 6"	S.Y.	1		\$900.00
105	608204	Concrete Median Pavement 4"	S.Y.	1		\$175.00
106	608300	Insc. Decouable Warning	S.F.	1		\$50.00
107	608400	ADA Ramp	S.Y.	1		\$165.00
108	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1		\$200.00
109	609200	Header Curb	L.F.	1		\$49.00
110	609202	12"-18" Tall Cut-Off Wall	L.F.	1		\$65.00
111	609204	Concrete Fillies (Valley Gutter Exclusive)	S.Y.	1		\$175.00
112	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1		\$49.00
113	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1		\$49.00
114	609318B	Concrete Sloped Curb and Gutter 6" X 18" Colored, (1-250 LF)	L.F.	1		\$55.00
115	609318C	Concrete Sloped Curb and Gutter 6" X 18" Colored, (251+ LF)	L.F.	1		\$55.00
116	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1		\$49.00
117	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1		\$49.00
118	609324B	Concrete Sloped Curb and Gutter 6" X 24" Colored, (1-100 LF)	L.F.	1		\$55.00
119	609324C	Concrete Sloped Curb and Gutter 6" X 24" Colored, (101+ LF)	L.F.	1		\$55.00
120	609412	Concrete Vertical Curb & Gutter B 6'X18"	L.F.	1		\$49.00
121	609418	Concrete Vertical Curb & Gutter B 6'X18", (1-25 LF)	L.F.	1		\$49.00
122	609418A	Concrete Vertical Curb & Gutter B 6'X18", (251-250 LF)	L.F.	1		\$49.00
123	609418B	Concrete Vertical Curb & Gutter B 6'X18", (251+ LF)	L.F.	1		\$49.00
124	609418C	Concrete Vertical Curb & Gutter B 6'X18" Colored, (1-25 LF)	L.F.	1		\$55.00
125	609418D	Concrete Vertical Curb & Gutter B 6'X18" Colored, (26-250 LF)	L.F.	1		\$55.00
126	609418E	Concrete Vertical Curb & Gutter B 6'X18" Colored (251+ LF)	L.F.	1		\$55.00
127	609424	Concrete Vertical Curb & Gutter B 6' X 24"	L.F.	1		\$49.00







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

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).

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (SOW)</b> 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	<b>CONTACT NAME:</b> Teresa McInturff <b>PHONE (A/C, No, Ext):</b> (520) 348-2631 4956 <b>FAX (A/C, No):</b> (866) 745-6430 <b>E-MAIL ADDRESS:</b> Teresa.McInturff@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>EMCO of Santa Fe, LLC</b> 3810 Oliver Rd Santa Fe, NM 87507	<b>INSURER A:</b> The Phoenix Insurance Company <b>NAIC #</b> 25623
	<b>INSURER B:</b> St. Paul Protective Insurance Company <b>19224</b>
	<b>INSURER C:</b> Travelers Property Casualty Company of America <b>25674</b>
	<b>INSURER D:</b> The Travelers Indemnity Company <b>25658</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

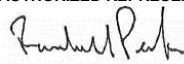
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		Y-630-3X719568-PHX-23	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3X633773-23-14-G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX-5X490882-23-14	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6X247578-24-14-G	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
JOB: All City of Santa Fe Jobs

SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  City of Santa Fe P.O. Box 909 Santa Fe, NM 87507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>HUB International Insurance Services (SOW)</b>		License # 0757776	NAMED INSURED <b>EMCO of Santa Fe, LLC</b> 3810 Oliver Rd Santa Fe, NM 87507
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
 City of Santa Fe is listed as additional insured.

# GB EMCO of Santa Fe Construction Contract ITB 25120

Final Audit Report

2025-08-08

Created:	2025-08-08
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWuKvJy09s_xbAfAgmIMDjWD2Ld_C1hE6


## "GB EMCO of Santa Fe Construction Contract ITB 25120" History

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

2025-08-08 - 6:18:41 PM GMT- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature

2025-08-08 - 6:19:32 PM GMT

 Email viewed by rawheeler@santafenm.gov

2025-08-08 - 6:53:30 PM GMT- IP address: 63.232.20.2

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

2025-08-08 - 6:53:36 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2025-08-08 - 6:53:38 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-08-08 - 6:53:38 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](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>

b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687583306%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=myhZXg6xaS2aH%2FI5N0aiPVOemjTRE1KF3lqtuURtKDI%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%2Ffnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687596195%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=CprssLAgehgrz4u%2F4A%2BbEFnBpB7EqY7%2BHUQ6RDAf1MM%3D&reserved=0>

o <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.omniapartners.com%2Fpublicsector%2Fcontracts&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687606706%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=9TGV%2Bx53kZYLEmMpmcBw7Vd3Lr%2FLZMjG2K%2BheKMLGgA%3D&reserved=0>

o <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%7C638641067687616597%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=AMwwjdYAKQWtDnS272OsmUvRyV6bb3aqLYklnbb6nPc%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%7C638641067687626807%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=FYSJ%2BaELx4cp1APFWdUj7VgQnAiQ%2Btb%2BK6DFbpvnyuY%3D&reserved=0>

o <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gsa.gov%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687637557%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=Ey2VEWHHDOzhjOpjXlAcd8f8FKNNuvru5LKGSFSSrj8%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%7C638641067687650462%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=eILYcuKExgbabeXXsaWPZFldFPH50FoJYqxglLduxKI%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%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%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%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](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](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%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0](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%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%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%2Fnaspovaluepoint.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>

o

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.omniapartners.com%2Fpublicsector%2Fcontracts&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687758456%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=YdK7%2FNOjc1Ia%2FXZgj1Hk%2FepbhViSpvOWcQJdkYrWLgA%3D&reserved=0>

o

<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%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtu fRTw67kkCDkjM1LwHX14%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%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=whZO6N4ae091voOzkG5KO zVmDNSyb18gdGuTImfSavg%3D&reserved=0>

o Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov) o And all other requests to [purchasing@santafenm.gov](mailto: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](mailto: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%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%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>

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%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShIDV9JuEeobQL7t7SwgWUI%3D&reserved=0](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%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShIDV9JuEeobQL7t7SwgWUI%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>

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%7C638641067687868480%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=cFYfawZgNdSX4yo1HOR5BnpFU3ZPEqLv7sa9lGc7CBY%3D&reserved=0](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

**Date:** August 6, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director *RW*  
RW (Aug 6, 2025 12:53:38 MDT)

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

**Vendor Name:** EMCO

**Vendor Number:** 1254

---

**ACTION:**

Request for Approval of a Construction Contract with EMCO of Santa Fe 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 3260119.

**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, EMCO, 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