






Michael J. Garcia, Mayor

## Purchasing Memo

**Date:** February 5, 2026

**To:** Governing Body, Finance Committee, Public Works & Utilities Committee

**Via:** Sam Burnett, Interim Public Works Director  for S. Burnett  
Melissa McDonald, Parks and Open Space Division Director 

**From:** Zoë Isaacson, River and Watershed Manager 

**Subject:** Arroyo de Los Chamisos Urban Trail Repair at Vo Tech Road

**Vendor:** Gordo, LLC

**Munis Vendor Number:** 10901

### **ACTION:**

Request for Approval of a Construction Contract with Gordo, LLC for the Arroyo de Los Chamisos Urban Trail Repair at Vo Tech Road in the Total Amount of \$643,159 through June 30, 2029. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$643,159 from the Stormwater Clean Water State Revolving Fund Loan to WIP Construction. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

### **Committee Review**

Public Works and Utilities Committee: 02/16/2026  
Finance Committee: 2/23/2026  
Governing Body: 2/25/2026

### City Council

Alma G. Castro, District 1  
Patricia Feghali, District 1

Elizabeth "Liz" Barrett, District 2  
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3  
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4  
Amanda Chavez, District 4

**CONTRACT NUMBER:**

The FY26 Munis contract number is 3260348.

**BACKGROUND AND SUMMARY:**

On September 8th, 2021, the Governing Body approved Ordinance No. 2021-17, authorizing a \$4,000,000 Clean Water State Revolving Fund (CWSRF-088) for use on city stormwater infrastructure projects. Specifically, this 1% interest CWSRF loan, disbursed on a project-by-project basis, funds projects that address needs highlighted in the Stormwater Management Strategic Plan (2019) - an adopted policy to guide stormwater program development and watershed drainage planning for the City of Santa Fe.

The Arroyo de Los Chamisos Urban Trail Repair is the third project funded by this loan. This project aims to improve channel conveyance, stabilize banks, and repair a section of paved trail threatened by erosion. These improvements will be achieved through the installation of a reno mattress to arrest scour and gabion baskets for long-term bank stabilization. This project is located just west of the Vo Tech Road and Arroyo de Los Chamisos crossing.

As the Arroyo de Los Chamisos is an ephemeral channel, work within the waterway is constrained by native flows and localized storm events; therefore, the target date for completing this work is prior to the 2026 monsoon season.

- Tentative start date: 3/9/2026
- Substantial completion: 6/15/2026
- Final walkthrough: 6/26/2026

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** CIP: NM Environment Dept./RLF

**Munis Org Name/Number:** Stormwater/2310411

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

**Budget Officer / Designee:** Andy Hopkins **Date:** 02/10/2026

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The bid opening took place on December 17, 2025 with five successful bidders. Gordo, LLC was the apparent low bidder and after a review of the bid, the Public Works Department concurs with the recommendation of award.

**Chief Procurement Officer (CPO)/Designee:** JoAnn Lovato Montano **Date:** 02/10/2026

**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: NMED- Clean Water State Revolving Fund (Loan # 088)

**Approval:** ERIKA LUJAN **Title:** Grants Manager **Date:** 02/10/2026  
ERIKA LUJAN (Feb. 10, 2026 15:35:29 MST)

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

Is this a Capital Asset or Project?  Yes |  No

**Project Ledger Number:** PTW2623100

**Approval:** Rebecca Lovato-Sansuvong      **Title:** Accounting Manager      **Date:** 02/10/2026

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

**ATTACHMENTS:**

- Construction Contract No. 3260348
- ITB FY26-029
- Bid Tabulation
- Vendor's Response
- Horizon's Declination
- CPO Determination
- COI
- Business License
- BAR



**CITY OF SANTA FE**  
**CONSTRUCTION CONTRACT**  
**Arroyo de Los Chamisos Urban Trail Repair**

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

**RECITALS**

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

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

The City and the Contractor hereby agree as follows:

**1. SCOPE OF WORK**

A.

The Contractor shall perform all the work required by the Contract Documents for Arroyo de Los Chamisos Urban Trail Repair (Bid Number FY26-CONST.ITB-029) including:

1. Site Preparation. The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for mobilizing all equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies.

2. Removal & Demolition. The scope includes selective demolition of existing infrastructure to accommodate the trail improvements. Work includes the removal of sections of asphalt trail, concrete aprons, headwalls, and existing concrete outfall protection features. Any conflicting existing structures or materials within the designated work zone that obstruct the proposed improvements shall be removed and properly disposed of per project specifications and local regulations.
3. Earthwork & Grading. Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements.
4. Drainage & Outfall Protection. As part of the erosion mitigation effort, the Contractor shall remove, reconstruct, or repair concrete outfall protection structures in accordance with the plans. Special attention shall be paid to ensure that reconstructed drainage features mitigate erosion and support long-term site stability.
5. Paving & Trail Construction. The trail and apron surfaces shall be constructed using appropriate base materials (e.g., aggregate base course), followed by the placement of concrete or asphalt surfaces per project specifications. All materials, thicknesses, and finishing methods shall adhere to the engineering plans and relevant municipal standards.
6. Erosion Control & Site Restoration. If not already provided, the Contractor shall develop and implement a comprehensive Erosion Control Plan, including both temporary and permanent erosion control measures. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs). Final site restoration shall comply with the current NMDOT Standard Specification Section 632: Revegetation. Revegetation shall be completed using approved Class C seeding protocols as described in NMDOT Standard Specification 632: Revegetation.
7. Traffic Control. A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and MUTCD standards. The work zone must always remain safe and accessible.
8. Mobilization, Demobilization & Final Cleanup. The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions. The Contractor shall be responsible for all permits, bonds, Workforce Solutions requirements, fees, and State inspections associated with the construction.

B. Project: Arroyo de Los Chamisos Urban Trail Repair

## **2. COMPENSATION**

- A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor \$594,485.00. The GRT levied on this contract will be paid at the current rate of 8.1875% equaling \$48,673.46. The total compensation for the contract including GRT is \$643,158.46.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

## **3. TERM**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 3 years from the date of final signature unless terminated pursuant to the Termination or Appropriations articles of this contract. A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

## **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.
  - 1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", 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 "Appropriations," of this Contract.

B. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

## **5. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **6. STATUS OF CONTRACTOR**

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

## **7. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND**

- A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:
1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
  2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
- B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

**8. ASSIGNMENT**

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

**9. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. RELEASE**

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

**11. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. PRODUCT OF SERVICE - COPYRIGHT**

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

**13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 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 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 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 "Termination" 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 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:

- (i). Deliverable requirements, as outlined in the Scope of Work;
- (ii). Due date of any Deliverable, as outlined in the Scope of Work;
- (iii). Compensation of any Deliverable, as outlined in the Scope of Work;
- (iv). Contract compensation, as outlined in "Compensation"; or
- (v). Contract termination, as outlined in "Termination".

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:

(i). 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.

(ii.) 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 FY26-CONST.ITB-029** 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, NMSA 1978, Section 41-4-1, et. seq., 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:

<p><b>To the City:</b></p> <p>Public Works/Parks and Open Space  Zoe Isaacson, River &amp; Watershed Manager  1142 Siler Rd Building C  Santa Fe, NM 87507  <a href="mailto:zrisaacson@santafenm.gov">zrisaacson@santafenm.gov</a>  505-955-6853</p>	<p><b>To the Contractor:</b></p> <p>Eric Biderman  Gordo, LLC  1890 Camino Calvario  Santa Fe, NM 87507  bidermaneric@gmail.com  (575) 799-9723</p>
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**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 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

## **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, including those required by the funding agency, 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.
- O. The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction Section 416: Minor Paving shall apply as required.
- P. The 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction Section 632: Revegetation (as modified May 15, 2023) shall apply as required.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_

*Eric Biderman*

\_\_\_\_\_

MICHAEL GARCIA, MAYOR

ERIC BIDERMAN, OWNER

DATE: Feb 3, 2026

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

ATTEST:

\_\_\_\_\_

GERALYN CARDENAS, INTERIM CITY CLERK

Approved to form and legal sufficiency by:

*Kevin L. Nault*

Kevin L. Nault (Feb 3, 2026 16:39:31 MST)

\_\_\_\_\_

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*BRIAN MOGA*

\_\_\_\_\_

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



**The City of Santa Fe (City), Central Purchasing Division (CPD)**

**INVITATION TO BID (ITB)**

**Arroyo de los Chamisos Urban Trail Repair**

**ITB#: FY26-Const. ITB-029**

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- A - Pre-Con Meeting Location - Arroyo Chamisos Urban Trail
- B - Stamped Plans - Arroyo Chamisos Urban Trail
- C - Revegetation Special Provision
- D - Minor Paving Special Provision

**1. DEBARRED OR SUSPENDED CONTRACTORS**

A business (e.g., contractor, subcontractor, supplier) that has either been debarred or suspended pursuant to the requirements of City Purchasing Manual, ordinance or NMSA 1978, Sections 13-1-177 through 13-1-180, and 13-4-17, shall not be permitted to do business with the City and shall not be considered for award of Contract during the period for which it is debarred or suspended.

**2. PROCUREMENT AND CONTRACTING REQUIREMENTS**

**2.1. Solicitation Information**

Solicitation No.: FY26-Const. ITB-029

Project Title: Arroyo de los Chamisos Urban Trail Repair

Issue ITB:	November 14, 2025
Pre-Bid Conference (Mandatory):	November 20, 2025, 11:00am 35.647823, -105.966425 (see attachment A for location map)
Deadline for Pre-Bid Questions:	December 3, 2025, 5:00pm
Response to Pre-Bid Questions:	December 10, 2025, 5:00pm

Electronic Bid Submittal Deadline:	December 17, 2025, 2:00pm
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**BIDS RECEIVED AFTER THE ABOVE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.**

**2.2. ITB Access and Bid Submission**

- A. Bidders may contact ONLY the Department Project Manager and the CPD regarding this procurement at the following emails:  
Project Manager: Jimmie Gallegos  
Email: [jgallegos1@santafenm.gov](mailto:jgallegos1@santafenm.gov)  
CPD: [purchasing\\_ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov)  
Other city employees do not have the authority to respond on behalf of the Project Manager.
- B. Bidders shall promptly notify the Project Manager and the CPD of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.
- C. Bids shall be valid for ninety (90) days subject to action by the City.
- D. Solicitation packets are available in the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm>.  
It is each Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via OpenGov by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).
  - o Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

**2.3. Resident and Local Preference**

Preferences **do not** apply to this procurement as it will utilize **federal grant funds**.

**2.4. Bid Opening**

- A. Public bid openings, will be held Virtually at the following link:  
The bid tabulations will be posted to the City of Santa Fe website at the following link:  
<https://procurement.opengov.com/portal/santafenm/projects/206850>
- B. The City of Santa Fe is committed to ensuring accessibility for all individuals, including those with disabilities. Bid openings are conducted virtually and include features such as closed captioning, which

participants can enable during the session. If you experience technical issues or have specific concerns related to accessibility, you may contact the Chief Procurement Officer (CPO) or their designee in advance.

C. CPO contact information is:

Travis Dutton-Leyda, CPO  
purchasing@santafenm.gov

- D. The Department, along with the CPO, reserves the right to reject any bids or to waive any non-substantial irregularity in bids received as long as it doesn't affect the price, quantity or quality of the bid, whenever such rejection or waiver is in the best interest of the City.
- E. The Bidding Documents and subsequent Work Orders contain a time for completion of the work by the successful Bidder and further imposes liquidated damages for failure to comply with that time.
- F. Bidders shall be responsible for verifications of all existing conditions, measurements, and dimensions before responding to this bid.

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1. Examination of Bidding Documents and Site**

- A. Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner effect cost, progress, or performance of the work, and (c) study and carefully correlate the Bidder's observations with the Bidding Documents, (d) at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine a Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Bidding Documents.
- B. The lands and properties upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are primarily inside the City Limits of Santa Fe.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this ITB and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- D. It shall be the responsibility of the successful awarded contractor to secure from the New Mexico Regulations & Licensing Department, Construction Industries Division (CID) and the City such permits or licenses required to carry out the construction. Construction Industries Division website is as follows: <https://www.rld.nm.gov/construction-industries/>

#### **3.2. Bidding Documents**

A. Copies of Bidding Documents:

1. This record contains all complete bidding documents. The City does not assume responsibility for errors or misinterpretations.

2. Deposits are not required for plans obtained through this portal (OpenGov).

### **3.3. Interpretations**

- A. All questions concerning this solicitation must be submitted through the Questions & Answers section of the solicitation's page in OpenGov.
- B. Responses will be posted directly on the same page and visible to all registered vendors. If a question results in a material change to the solicitation, a formal Addendum will be issued through OpenGov. Vendors will receive an automated email notification when an Addendum is posted. Only information provided in written Addenda shall be considered binding.

### **3.4. Substitute Material and Equipment**

- A. The Contract, if awarded, will be based on materials, labor and equipment described in the Specifications without consideration of possible substitute ("of equal" or "or equal") items. Whenever it is indicated in the Specifications that substitute ("of equal" or "or equal") items of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, application of such acceptance will not be considered by the Owner until after the "effective date of the Contract." The procedure for submittal of any such application by the Contractor and consideration by the Owner is set forth in the Contract Documents.

### **3.5. Amendment/Addenda**

- A. Oral and other interpretations or clarifications will be without legal effect. No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make assessment for an amendment or addendum.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written amendments or addenda to the specifications which, if issued, will be delivered electronically to all prospective bidders not later than three (3) days prior to the date fixed for the opening of the bids.
- C. Failure of any bidder to receive any such amendment or addendum or interpretations shall not relieve such bidder from any obligation under a bid as submitted. All amendments or addenda so issued shall become part of the contract documents.
- D. Procurement amendments are processed through OpenGov. If amendments (addenda) are processed,
  - o before bids are submitted, ensure bids reflect the amendments;
  - o after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)\* to ensure bid reflects the amendment.  
\*Bidders must replace the previously submitted documents if the amendment affects uploaded documents.
- E. The City reserves the right to not comply with these time frames if a critical change, which will be written in amendment or addendum, is required or if the bid deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

### **3.6. Form and Style of Bids**

- A. Bids shall be submitted in OpenGov.
- B. All addenda will be acknowledged when submitting in OpenGov.

### **3.7. Bid Security**

- A. Bid security, made payable to the City of Santa Fe, in the amount of 5% of the total of all Item Prices shall be submitted with the Bid. Bid security shall be in the form of a Bid Bond issued by Surety licensed to conduct business in the State of New Mexico, or by cashier's check.
- B. The Bid security shall pledge that the Bidder will enter into a Contract with the City in accordance with the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid security shall be forfeited to the City as liquidated damages, not as a penalty.
- C. The City will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- D. When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.
- E. If a Bidder is permitted to withdraw a Bid before award, no action shall take place against the Bidder or the Bid Security.

### **3.8. Pre-Bid Conference**

- A. The City may conduct a NO VALUE, NO VALUE, Pre-Bid Conference prior to the Bid opening date. All pre-bid conferences shall be stated in the Invitation for Bid.
- B. The City and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.
- C. Questions and requests for clarification are to be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm/projects/206850>
- D. Responses to questions will be written and issued electronically as Amendment or Addenda. No verbal response shall be binding.

### **3.9. Subcontractors**

- A. The listing threshold amount for this project shall be one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. The General

Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (NMSA 1978, Sections 13-4-31 through 13-4-43) shall apply.

- B. The Bidder shall list on the Subcontractor Listing Form attached to the Bidding Document, all proposed Subcontractors or material suppliers for all trades or items. If the Bidder is awarded the contract, the listed Subcontractors and suppliers shall perform their trade scope of services as indicated unless a request for a change or substitution is approved by the City for any reason as outlined herein. If the work is self-performed, the Prime Contractor shall list themselves on the form.
- C. The City shall consider any request for a change in the listed Subcontractors if the Bidder can furnish evidence of being able to perform the work in a manner more satisfactory and beneficial to both the City and the Bidder by using a different Subcontractor or self-performing said work. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid Opening with the City's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the City.
- D. The Bidder shall not be listed as the supplier or as the Subcontractor for any trade unless having previously performed work of this type and shall have all required licenses and certifications to perform the work.
- E. Non-compliance with the intent of the Subcontractor Listing will be grounds for considering a Bid as non-responsive.
- F. Prior to the award of the Contract, the City will notify the Bidder in writing if, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list and refuses, in writing, to accept such person or organization. The Bidder may then optionally, (1) withdraw the Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid Price. In the event of withdrawal under this paragraph, Bid security will not be forfeited.
- G. The successful Bidder shall, within ten (10) calendar days of notification of selection for the award of Contract for the work, submit the following information to the City:
  - 1. A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work; and
  - 2. A list signed by all Subcontractors proposed for the principal portions of the work in accordance with the Subcontractors Listing Form submitted with the Bid.
- H. The successful Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Bidding Documents.

- I. Persons and organizations proposed by the Bidder and to whom the City has made no reasonable objection shall perform the work as indicated on the Subcontractor Listing Form and shall not be changed except with the written consent of the City.
- J. No successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom the Bidder has reasonable objection.

**3.10. Correction or Withdrawal of Bids**

- A. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering electronic written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.
- B. Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bid Documents.
- C. After Bid Opening, no modifications in Bid prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes said Bid non-responsive may be permitted to withdraw the Bid if:
  - 1. The mistake is clearly evident on the face of the Bid document; or
  - 2. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- D. Any decision by the City to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid security will not be forfeited.

**3.11. Bribes, Gratuities and Kickbacks**

- A. It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (NMSA 1978, Sections 30-24-1 through 30-24-2).
- B. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-24-1, 30-23-2, and 30-41-1 through 3-41-3), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation.

**3.12. Notice of Contract Requirements Binding on Bidder**

- A. By submitting a Bid, the Bidder represents familiarity with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions).
  - 1. Definitions - Sections 1.0 to 1.1;
  - 2. Contract Bond Requirements - Section 4.2;

3. Bribes, Gratuities, and Kickbacks - Section 4.8;
4. Equal Employment Opportunity - Labor Standards Provisions and other listed within the Contract Documents.

### **3.13. Rejection or Cancellation of Bids**

- A. An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons shall be made part of the Project file. Bid security for rejected Bids shall be returned to the Bidder.

### **3.14. Protests**

- A. Any Bidder who is aggrieved in connection with this procurement (Bid) may protest in writing to the CPD. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

### **3.15. Competitive Sealed Bids**

- A. Contracts solicited by competitive sealed Bids shall require that the base Bid amount exclude the applicable state gross receipts taxes or applicable local option taxes, but that the contracting agency shall be required to pay the applicable taxes including any increase in the applicable tax which becomes effective after the date the Contract is entered into. The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

### **3.16. Consideration of Bids Receipt, Opening, and Tabulation**

- A. Bids shall be unconditionally accepted for consideration for award without alteration or correction, except as authorized in the Procurement Code. In addition to the requirement for the prime contractor and subcontractors to be registered as provided in NMSA 1978, Section 13-4-13.1, bids shall be evaluated based on the requirements set forth in the invitation for bids, which requirements may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria such as discounts, transportation costs and total or life-cycle costs that will affect the bid price shall be objectively measurable, which shall be defined by rule. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. A bid submitted by a prime contractor that was not registered as required by NMSA 1978, Section 13-4-13.1 shall not be considered for award. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with NMSA 1978, Section 13-4-36.
- B. Bid tabulations for public information and inspection will be posted to the following link:  
<https://procurement.opengov.com/portal/santafenm/projects/206850>
- C. The City shall have the right to waive any informalities or irregularities in any Bid or Bids received and to accept the Bid or Bids which are in the City's best interest.

### **3.17. Bid Evaluation and Award**

- A. It is the intent of the City to award a Contract to the most responsive and responsible Bidder submitting the lowest bid on the base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available and is in the best interest of the City. The City reserves the right to award a contract to the lowest Bidder using the criteria within the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.
- B. The subsequent contract will be established as a source and convenience of the City. It is the responsibility of the Requesting Department to utilize this Contract to the best interests of the City.
- C. Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum

### **3.18. Notice of Award**

- A. A written Notice of Award shall be issued by the City after review and approval of the Bid and related documents by the City of Santa Fe Governing Body.

### **3.19. Identical Bids**

- A. When two or more of the Bids submitted are identical in price and are the low Bid, the CPD may:
  - 1. Award to a resident local business if the identical low Bids are submitted by a resident or local business and a non-resident business;
  - 2. Award to resident or local manufacturer if the identical low Bids are submitted by a resident or local manufacturer and a resident business;
  - 3. Award by lottery to one of the identical low Bidders;
  - 4. Make multiple awards if it is in the best interest of the City, or
  - 5. Reject all Bids and re-solicit Bids for the required services, construction, or items of tangible personal property.

### **3.20. Cancellation of Award**

When in the best interest of the public, the City in its sole discretion, may cancel the award of any Contract at any time before the execution of said contracts by all parties without any liability against the City.

### **3.21. Post-Bid Information**

- A. Return of Bid Security - All Bid security in the form of cashier's checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid security of the unsuccessful of the two lowest Bidders, if in the form of a cashier's check, will be returned within thirty (30) days following the award of contract. The retained Bid security of the

successful Bidder, if in the form of a cashier's check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.

- B. Notice of Award – The City will issue a written Notice of Award to the Contractor stipulating the scope of work, the contract sum, including taxes, and the required bonds. The Notice of Award will also include the contract for signature that will be sent back with the required executed bonds.
- C. Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall, when requested, submit information and data to prove that their financial resources, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bid Documents and form of Statement of Bidder's Qualifications.
- D. Contract Bond Requirements - The successful Bidder, where the Contract price exceeds twenty five thousand dollars (\$25,000), shall post a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Bond forms similar to the forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City.
- E. Insurance Requirements - The selected Bidder shall purchase and maintain, with a company or companies licensed to do business in the State of New Mexico, Liability and Property Insurance as required by law.
  - 1. The insurance shall be in limits not less than those stated in the enclosed contract forms. The insurance limits may be greater if required by law.
  - 2. The insurance coverage shall include workers' compensation, employers liability, comprehensive general liability Comprehensive automobile liability (owned and hired), excess liability (umbrella form). For more specific insurance requirements refer to the enclosed Agreement Forms.
  - 3. All insurance coverage must be maintained for the entire life of the project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after Work Order/project Substantial Completion.
  - 4. A valid certificate of insurance must be submitted to the City prior to routing the final Contract between the City and the Contractor for City approval. Be prepared to provide this with the City and project name listed as an additional insured.
- F. Failure to Execute Contract - Failure to return the signed Contract with acceptable contract bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised.

G. Notice to Proceed - The City will issue a written Notice to Proceed, after a Purchase Order (PO) is issued, to the Contractor stipulating the contract time start date substantial completion date (Contract Time, finish date), subject to valid modifications of the Contract authorized by written amendment/Change Order.

### **3.22. Minimum Wage Rates**

- A. In accordance with state requirements, any construction contract exceeding sixty thousand dollars (\$60,000) is subject to the minimum wage rates established by the New Mexico Department of Workforce Solutions (NMDWS). This project is governed by Wage Decision No. SF-25-3437-A, as issued and approved by NMDWS.
- B. Bidders shall ensure that the minimum wage rate determination, included herein, has been utilized in preparation of the Bid.
- C. The Bidder will be required to submit a bid that complies with the City's Living Wage Ordinance to the extent applicable.
- D. The awarded Contractor will be required to pay wages as per whichever wage decision is highest.

### **3.23. New Mexico Department of Workforce Solutions (NMDWS) Contractor and Subcontractor Registration**

- A. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a City project that is subject to the Public Works Minimum Wage Act (NMSA 1978, Section 13-4-10 ) shall be registered with the New Mexico Department of Workforce Solutions. The registration number shall be provided in the bid submitted for the contractor in the space provided (See Bid Form 00-5000 3.0) and for subcontractors on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the Contractor does not provide proof of the required registration for itself or its subcontractors. It is the responsibility of all bidders and the subcontractors to ensure the registration is completed prior to the bid opening.

## **4. PROCUREMENT SCOPE**

### **4.1. Arroyo de los Chamisos Urban Trail Repair**

#### **1. Site Preparation**

The Contractor shall review the final construction plans, perform an initial site survey, and clearly mark all features scheduled for demolition and/or protection. All necessary permits (including erosion control, traffic management, and environmental compliance) shall be obtained prior to mobilization. The Contractor is responsible for mobilizing all equipment, establishing staging areas, and implementing site-specific traffic control measures as required to begin the project safely and in compliance with governing agencies.

#### **2. Removal & Demolition**

The scope includes selective demolition of existing infrastructure to accommodate the trail improvements. Work includes the removal of sections of asphalt trail, concrete aprons, headwalls, and existing concrete outfall protection features. Any conflicting existing structures or materials within the designated work zone that obstruct the proposed improvements shall be removed and properly disposed of per project specifications and local regulations.

### **3. Earthwork & Grading**

Contractor shall perform excavation, cutting, and filling operations as needed to bring the site to the required subgrade elevations. This includes compaction of subgrade materials and shaping of the terrain to support proper drainage, trail alignment, and structural stability of new improvements. All earthwork shall conform to the specified grading tolerances and compaction requirements.

### **4. Drainage & Outfall Protection**

As part of the erosion mitigation effort, the Contractor shall remove and reconstruct wire enclosed riprap stilling basin outfall structure in accordance with the plans. Additionally, contractor shall build drainage mitigation structures as specified, throughout the site, in accordance with the plans and specifications herein. Special attention shall be paid to ensure that reconstructed drainage features mitigate erosion and support long-term site stability.

### **5. Paving & Trail Construction**

The trail and apron surfaces shall be constructed using appropriate base materials (e.g., aggregate base course), followed by the placement of concrete or asphalt surfaces per project specifications. All materials, thicknesses, and finishing methods shall adhere to the engineering plans and relevant municipal standards.

### **6. Erosion Control & Site Restoration**

If not already provided, the Contractor shall develop and implement a comprehensive Erosion Control Plan, including both temporary and permanent erosion control measures. This may involve the installation of silt fences, sediment traps, erosion control blankets, or other best management practices (BMPs). Final site restoration shall include the placement of topsoil, seeding, and vegetation in all disturbed areas to stabilize the site and prevent future erosion.

Revegetation shall be completed using seed mixes and specifications compliant with current NMDOT standards for revegetation, including approved native seed species, application rates, soil amendments, and establishment practices.

### **7. Traffic Control**

A Traffic Control Plan shall be prepared and implemented to ensure the safety of pedestrians, vehicles, and workers during construction. The Contractor shall provide all required traffic signage, barricades, flagging operations, and detours in accordance with applicable City of Santa Fe and MUTCD standards. The work zone must always remain safe and accessible.

## **8. Mobilization, Demobilization & Final Cleanup**

The Contractor shall mobilize all labor, materials, and equipment necessary to perform the work. Upon completion of construction, all temporary installations, debris, excess materials, and equipment shall be removed from the site. Final cleanup shall return the site to a neat, orderly condition, satisfactory to the Engineer and the City. All final restoration work, including revegetation and erosion control measures, shall be verified for compliance prior to demobilization.

## **5. INFORMATION AVAILABLE TO BIDDERS**

### **5.1. Existing Conditions**

- A. It is the Contractor's responsibility to verify existing conditions prior to bidding.
- B. Accessing existing utility infrastructure may require special coordination. Bidders shall verify accessibility and take into consideration the access strategy as part of the offer. The Contractor shall notify 811 before beginning any work.

## **6. VENDOR QUESTIONNAIRE**

### **1. Acceptance of Bid\***

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Please confirm

\*Response required

### **2. Acceptance of Terms and Conditions\***

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

Please confirm

\*Response required

**3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.\***

Yes

No

\*Response required

**4. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.\***

Yes

No

\*Response required

**5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.\***

Yes

No

\*Response required

**6. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.\***

Yes

No

\*Response required

**7. Collusion\***

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Yes

No

\*Response required

**8. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. \***

Please confirm

\*Response required

**9. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.\***

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Please confirm

\*Response required

**10. Confirmation of Bidder Regarding Equal Employment Opportunity\***

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Please confirm

\*Response required

**11. Forms Required at Time of Bid**

**11.1. Bid Bond, Bid Security and Agent's Affidavit\***

Please download the below documents, complete, and upload.

- [Bid Bond Form.Bid Security ...](#)

\*Response required

#### **11.2. Non-Collusion Affidavit of Prime Bidder\***

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit of ...](#)

\*Response required

#### **11.3. Subcontractor Listing\***

Please download the below documents, complete, and upload.

- [Subcontractor Listing.pdf](#)

\*Response required

#### **11.4. Certification of Non-Segregated Facilities\***

Please download the below documents, complete, and upload.

- [Certification of Non Segreg...](#)

\*Response required

#### **11.5. Certificate of Liability Insurance\***

- [Certificate of Liability In...](#)

\*Response required

#### **11.6. Bidder has read, reviewed and signed all required documents included in the Clean Water State Revolving Fund Supplemental Conditions below. \***

Please download the below documents, complete, and upload.

- [City of Santa Fe CWSRF EQ 0...](#)

\*Response required

### **12. Forms Required at Time of Contract**

#### **12.1. Performance Bond - SAMPLE**

- [Performance Bond SAMPLE.pdf](#)

#### **12.2. Payment Bond - SAMPLE**

- [Payment Bond SAMPLE.pdf](#)

#### **12.3. Affidavit of Wages Paid**

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF WAGES PAID.pdf](#)

#### **12.4. Statement of Intent to Pay Prevailing Wages**

Please download the below documents, complete, and upload.

- [STATEMENT OF INTENT TO PAY ...](#)

**12.5. Payroll Statement of Compliance**

Please download the below documents, complete, and upload.

- [Payroll Statement of Compli...](#)

**13. Technical Special Provisions**

**13.1. Vendor has reviewed Revegetation Special Provision (Attachment C).\***

- Yes
- No

\*Response required

**13.2. Vendor has reviewed Minor Paving Special Provision (Attachment D).\***

- Yes
- No

\*Response required

**7. Bid Items**

**ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS**

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
1	203000	Site Earthwork	1	L.S.		
2	207000	Subgrade Preparation	1,600	SQ. YD.		
3	303140	Base Course 4"	229	SQ. YD.		
4	416217	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.		
5	511200	Structural Concrete, CL A-4"	130	SQ. YD.		
6	541200	Structural steel for miscellaneous structures	480	LB		
7	570024	24" Culvert Pipe	10	L.F.		
8	601000	Removal of structures and obstructions	1	L.S.		
9	601110	Removal of surfacing	230	SQ. YD.		
10	602000	Riprap Class A (wire enclosed)	130	CU.YD.		

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
11	602005	Riprap Class A (non-enclosed)	10	CU.YD.		
12	602200	Gabions	1,220	CU.YD.		
13	603281	SWPPP Plan preparation and maintenance	1	L.S.		
14	607079	Pedestrian/Bicycle Railing	170	L.F.		
15	609200	Header curb	10	L.F.		
16	621000	Mobilization	1	L.S.		
17	801000	Construction staking by the contractor	1	L.S.		
18	632020	Class C Seeding	0.2	AC.		
19		Care and diversion of water	1	L.S.		
<b>TOTAL</b>						



City of Santa Fe, NM  
**Parks, Trails, & Watershed**  
 Melissa McDonald, Parks & Open Space Division Director  
 200 Lincoln Avenue, Santa Fe, NM 87501

### EVALUATION TABULATION

Const. ITB No. FY26-Const. ITB-029  
Arroyo de los Chamisos Urban Trail Repair  
 RESPONSE DEADLINE: December 17, 2025 at 2:00 pm  
 Report Generated: Tuesday, February 3, 2026

#### SELECTED VENDOR TOTALS

Vendor	Total
Gordo LLC	\$594,485.00
GM Emulsion, LLC	\$714,542.00
San Isidro Permaculture	\$749,600.20
Groundwater Partners Inc.	\$772,876.60
Kimo Constructors, Inc.	\$1,139,806.05

#### ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS (Table 1 of 2)

Selected Item	Arroyo de Los Chamisos Urban Trail Bid Items			GM Emulsion, LLC			Gordo LLC			Groundwater Partners Inc.			Kimo Constructors, Inc.			
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID
X	1	Site Earthwork	1	L.S.	\$10,000.00	\$10,000.00	203000	\$18,000.00	\$18,000.00	203000	\$73,500.00	\$73,500.00	203000	\$382,200.00	\$382,200.00	203000
X	2	Subgrade Preparation	1600	SQ. YD.	\$6.00	\$9,600.00	207000	\$5.50	\$8,800.00	207000	\$4.95	\$7,920.00	207000	\$13.75	\$22,000.00	207000
X	3	Base Course 4"	229	SQ. YD.	\$8.00	\$1,832.00	303140	\$30.00	\$6,870.00	303140	\$26.40	\$6,045.60	303140	\$28.35	\$6,492.15	303140

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Selected	Arroyo de los Chamisos Urban Trail Bid Items			GM Emulsion, LLC			Gordo LLC			Groundwater Partners Inc.			Kimo Constructors, Inc.			
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID
X	4	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.	\$40.00	\$9,160.00	416217	\$45.00	\$10,305.00	416217	\$33.00	\$7,557.00	416217	\$51.10	\$11,701.90	416217
X	5	Structural Concrete, CL A-4"	130	SQ. YD.	\$350.00	\$45,500.00	511200	\$150.00	\$19,500.00	511200	\$203.50	\$26,455.00	511200	\$191.40	\$24,882.00	511200
X	6	Structural steel for miscellaneous structures	480	LB	\$5.00	\$2,400.00	541200	\$3.00	\$1,440.00	541200	\$11.00	\$5,280.00	541200	\$8.10	\$3,888.00	541200
X	7	24" Culvert Pipe	10	L.F.	\$150.00	\$1,500.00	570024	\$180.00	\$1,800.00	570024	\$242.00	\$2,420.00	570024	\$329.00	\$3,290.00	570024
X	8	Removal of structures and obstructions	1	L.S.	\$10,000.00	\$10,000.00	601000	\$12,000.00	\$12,000.00	601000	\$24,200.00	\$24,200.00	601000	\$18,200.00	\$18,200.00	601000
X	9	Removal of surfacing	230	SQ. YD.	\$10.00	\$2,300.00	601110	\$45.00	\$10,350.00	601110	\$8.80	\$2,024.00	601110	\$46.60	\$10,718.00	601110
X	10	Riprap Class A (wire enclosed)	130	CU.YD.	\$350.00	\$45,500.00	602000	\$310.00	\$40,300.00	602000	\$385.00	\$50,050.00	602000	\$457.10	\$59,423.00	602000
X	11	Riprap Class A (non-enclosed)	10	CU.YD.	\$350.00	\$3,500.00	602005	\$180.00	\$1,800.00	602005	\$330.00	\$3,300.00	602005	\$225.00	\$2,250.00	602005
X	12	Gabions	1220	CU.YD.	\$350.00	\$427,000.00	602200	\$326.00	\$397,720.00	602200	\$367.50	\$448,350.00	602200	\$347.75	\$424,255.00	602200
X	13	SWPPP Plan preparation and maintenance	1	L.S.	\$7,500.00	\$7,500.00	603281	\$3,600.00	\$3,600.00	603281	\$8,250.00	\$8,250.00	603281	\$5,300.00	\$5,300.00	603281
X	14	Pedestrian/Bicycle Railing	170	L.F.	\$200.00	\$34,000.00	607079	\$100.00	\$17,000.00	607079	\$247.50	\$42,075.00	607079	\$133.80	\$22,746.00	607079

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Selected Line Item	Arroyo de Los Chamisos Urban Trail Bid Items			GM Emulsion, LLC			Gordo LLC			Groundwater Partners Inc.			Kimo Constructors, Inc.		
	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID	Unit Cost	Total	NMDO T Item ID
X 15	Header curb	10	L.F.	\$75.00	\$750.00	609200	\$150.00	\$1,500.00	609200	\$55.00	\$550.00	609200	\$112.00	\$1,120.00	609200
X 16	Mobilization	1	L.S.	\$70,000.00	\$70,000.00	621000	\$24,000.00	\$24,000.00	621000	\$27,500.00	\$27,500.00	621000	\$97,500.00	\$97,500.00	621000
X 17	Construction staking by the contractor	1	L.S.	\$10,000.00	\$10,000.00	801000	\$6,900.00	\$6,900.00	801000	\$5,500.00	\$5,500.00	801000	\$12,600.00	\$12,600.00	801000
X 18	Class C Seeding	0.2	AC.	\$45,000.00	\$9,000.00	632020	\$42,000.00	\$8,400.00	632020	\$49,500.00	\$9,900.00	632020	\$63,200.00	\$12,640.00	632020
X 19	Care and diversion of water	1	L.S.	\$15,000.00	\$15,000.00		\$4,200.00	\$4,200.00		\$22,000.00	\$22,000.00		\$18,600.00	\$18,600.00	
Total					\$714,542.00			\$594,485.00			\$772,876.60			\$1,139,806.05	

ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS (Table 2 of 2)

Arroyo de Los Chamisos Urban Trail Bid Items												San Isidro Permaculture		
Selected	Line Item	Description			Quantity	Unit of Measure	Unit Cost	Total	NMDO Item ID					
X	1	Site Earthwork			1	L.S.	\$21,264.62	\$21,264.62	203000					
X	2	Subgrade Preparation			1600	SQ. YD.	\$4.96	\$7,936.00	207000					
X	3	Base Course 4"			229	SQ. YD.	\$47.11	\$10,788.19	303140					
X	4	Minor Pavement Type II, WMA SP-IV			229	SQ. YD.	\$43.39	\$9,936.31	416217					

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Selected		Arroyo de Los Chamisos Urban Trail Bid Items			San Isidro Permaculture		
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	NMDOT Item ID	
X	5	Structural Concrete, CL A-4"	130	SQ. YD.	\$129.14	\$16,788.20	511200
X	6	Structural steel for miscellaneous structures	480	LB	\$6.45	\$3,096.00	541200
X	7	24" Culvert Pipe	10	L.F.	\$236.30	\$2,363.00	570024
X	8	Removal of structures and obstructions	1	L.S.	\$12,538.28	\$12,538.28	601000
X	9	Removal of surfacing	230	SQ. YD.	\$30.92	\$7,111.60	601110
X	10	Riprap Class A (wire enclosed)	130	CU.YD.	\$884.24	\$114,951.20	602000
X	11	Riprap Class A (non-enclosed)	10	CU.YD.	\$619.32	\$6,193.20	602005
X	12	Gabions	1220	CU.YD.	\$370.68	\$452,229.60	602200
X	13	SWPPP Plan preparation and maintenance	1	L.S.	\$8,407.40	\$8,407.40	603281
X	14	Pedestrian/Bicycle Railing	170	L.F.	\$143.77	\$24,440.90	607079
X	15	Header curb	10	L.F.	\$216.70	\$2,167.00	609200
X	16	Mobilization	1	L.S.	\$27,411.18	\$27,411.18	621000
X	17	Construction staking by the contractor	1	L.S.	\$6,700.20	\$6,700.20	801000
X	18	Class C Seeding	0.2	AC.	\$22,739.00	\$4,547.80	632020
X	19	Care and diversion of water	1	L.S.	\$10,729.52	\$10,729.52	
Total						\$749,600.20	

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

**VENDOR QUESTIONNAIRE PASS/FAIL**

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Acceptance of Bid	Pass	Pass	Pass	Pass	Pass
Acceptance of Terms and Conditions	Pass	Pass	Pass	Pass	Pass
Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.	Pass	Pass	Pass	Pass	Pass
Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.	Pass	Pass	Pass	Pass	Pass
Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.	Pass	Pass	Pass	Pass	Pass
Collusion	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamosos Urban Trail Repair

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.	Pass	Pass	Pass	Pass	Pass
The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.	Pass	Pass	Pass	Pass	Pass
Confirmation of Bidder Regarding Equal Employment Opportunity	Pass	Pass	Pass	Pass	Pass
Forms Required at Time of Bid					
Bid Bond, Bid Security and Agent's Affidavit	Pass		Pass	Pass	Pass

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Non-Collusion Affidavit of Prime Bidder	Pass	Pass	Pass	Pass	Pass
Subcontractor Listing	Pass	Pass	Pass	Pass	Fail
Certification of Non-Segregated Facilities	Pass	Pass	Pass	Pass	Pass
Certificate of Liability Insurance	Pass	Pass	Fail	Pass	Fail
Bidder has read, reviewed and signed all required documents included in the Clean Water State Revolving Fund Supplemental Conditions below.	Pass	Pass	Pass	Pass	Pass
Forms Required at Time of Contract					
Performance Bond - SAMPLE	No Response	No Response			
Payment Bond - SAMPLE	No Response	No Response			
Affidavit of Wages Paid	No Response	No Response			
Statement of Intent to Pay Prevailing Wages	No Response	No Response			
Payroll Statement of Compliance	No Response	No Response			
Technical Special Provisions					

EVALUATION TABULATION  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Question Title	GM Emulsion, LLC	Gordo LLC	Groundwater Partners Inc.	Kimo Constructors, Inc.	San Isidro Permaculture
Vendor has reviewed Revegetation Special Provision (Attachment C).	Pass	Pass	Pass	Pass	Pass
Vendor has reviewed Minor Paving Special Provision (Attachment D).	Pass	Pass	Pass	Pass	Pass



City of Santa Fe, NM  
**Parks, Trails, & Watershed**  
Melissa McDonald, Parks & Open Space Division Director  
200 Lincoln Avenue, Santa Fe, NM 87501

**[GORDO LLC] RESPONSE DOCUMENT REPORT**

Const. ITB No. FY26-Const. ITB-029  
Arroyo de los Chamisos Urban Trail Repair  
RESPONSE DEADLINE: December 17, 2025 at 2:00 pm  
Report Generated: Wednesday, February 4, 2026

**Gordo LLC Response**

**CONTACT INFORMATION**

Company:  
Gordo LLC  
Email:  
bidermaneric@gmail.com  
Contact:  
Eric Biderman  
Address:  
1890 Camino Calvario  
Santa Fe, NM 87507  
Phone:  
(575) 799-9723  
Website:  
[gordollc.com](http://gordollc.com)  
Submission Date:  
Dec 17, 2025 9:51 AM (Mountain Time)

ADDENDA CONFIRMATION

*No addenda issued*

QUESTIONNAIRE

1. Acceptance of Bid\*  
*Pass*

All bidders agree, that if their bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

Confirmed

2. Acceptance of Terms and Conditions\*  
*Pass*

By submitting a bid, all Bidders acknowledge and accept the terms and conditions outlined in this ITB and its Instructions, including, but not limited to, provisions related to bid security and required documentation. Any concerns or objections to the contents of this solicitation must be submitted in writing to the Chief Procurement Officer (CPO) and, if applicable, the sponsoring Department (contact information provided in the ITB), with sufficient time for the City to issue an Addendum, if warranted

Bids shall remain valid and subject to acceptance for a period of one hundred and twenty (120) calendar days following the bid opening date. The selected Bidder must execute the Contract between the City and Contractor, including submission of all required bonds and supporting documents, within fifteen (15) calendar days of receiving the City's electronic signature request.

Confirmed

3. Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.\*

Pass

Yes

4. Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.\*

Pass

Yes

5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.\*

Pass

Yes

6. Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Opening date.\*

Pass

Yes

7. Collusion\*

Pass

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

Yes

8. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City. \*

Pass

Confirmed

9. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.\*

Pass

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

Confirmed

10. Confirmation of Bidder Regarding Equal Employment Opportunity\*

Pass

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

Certification - The information above is true and complete to the best of my knowledge and belief.

Confirmed

#### 11. Forms Required at Time of Bid

##### BID BOND, BID SECURITY AND AGENT'S AFFIDAVIT\*

Please download the below documents, complete, and upload.

- [Bid Bond Form: Bid Security ...](#)  
bid\_bond.pdf

##### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER\*

Pass

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit of ...](#)  
non\_collusion.jpg

##### SUBCONTRACTOR LISTING\*

Pass

Please download the below documents, complete, and upload.

- [Subcontractor Listing.pdf](#)

subcontractors\_aa.pdf

CERTIFICATION OF NON-SEGREGATED FACILITIES\*

*Pass*

Please download the below documents, complete, and upload.

- [Certification of Non Segreg...](#)

non\_segreated.jpg

CERTIFICATE OF LIABILITY INSURANCE\*

*Pass*

- [Certificate of Liability In...](#)

COL.pdf

work\_comp\_COL.pdf

auto\_liability.pdf

BIDDER HAS READ, REVIEWED AND SIGNED ALL REQUIRED DOCUMENTS INCLUDED IN THE CLEAN WATER STATE REVOLVING FUND SUPPLEMENTAL CONDITIONS BELOW. \*

*Pass*

Please download the below documents, complete, and upload.

- [City of Santa Fe CWSRF EQ 0...](#)

supplemental\_conditions\_a.pdf

12. Forms Required at Time of Contract

PERFORMANCE BOND - SAMPLE

- [Performance Bond SAMPLE.pdf](#)

No response submitted

PAYMENT BOND - SAMPLE

- [Payment Bond SAMPLE.pdf](#)

No response submitted

AFFIDAVIT OF WAGES PAID

Please download the below documents, complete, and upload.

- [AFFIDAVIT OF WAGES PAID.pdf](#)

No response submitted

STATEMENT OF INTENT TO PAY PREVAILING WAGES

Please download the below documents, complete, and upload.

- [STATEMENT OF INTENT TO PAY ...](#)

No response submitted

PAYROLL STATEMENT OF COMPLIANCE

Please download the below documents, complete, and upload.

- [Payroll Statement of Compli...](#)

No response submitted

13. Technical Special Provisions

VENDOR HAS REVIEWED REVEGETATION SPECIAL PROVISION (ATTACHMENT C).\*

[GORDO LLC] RESPONSE DOCUMENT REPORT  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Pass

Yes

VENDOR HAS REVIEWED MINOR PAVING SPECIAL PROVISION (ATTACHMENT D).\*

Pass

Yes

PRICE TABLES

ARROYO DE LOS CHAMISOS URBAN TRAIL BID ITEMS

Line Item	NIMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
1	203000	Site Earthwork	1	L.S.	\$18,000.00	\$18,000.00
2	207000	Subgrade Preparation	1,600	SQ. YD.	\$5.50	\$8,800.00
3	303140	Base Course 4"	229	SQ. YD.	\$30.00	\$6,870.00
4	416217	Minor Pavement Type II, WMA SP-IV	229	SQ. YD.	\$45.00	\$10,305.00
5	511200	Structural Concrete, CLA-4"	130	SQ. YD.	\$150.00	\$19,500.00
6	541200	Structural steel for miscellaneous structures	480	LB	\$3.00	\$1,440.00
7	570024	24" Culvert Pipe	10	L.F.	\$180.00	\$1,800.00
8	601000	Removal of structures and obstructions	1	L.S.	\$12,000.00	\$12,000.00
9	601110	Removal of surfacing	230	SQ. YD.	\$45.00	\$10,350.00

[GORDO LLC] RESPONSE DOCUMENT REPORT  
 Const. ITB No. FY26-Const. ITB-029  
 Arroyo de los Chamisos Urban Trail Repair

Line Item	NMDOT Item ID	Description	Quantity	Unit of Measure	Unit Cost	Total
10	602000	Riprap Class A (wire enclosed)	130	CU.YD.	\$310.00	\$40,300.00
11	602005	Riprap Class A (non-enclosed)	10	CU.YD.	\$180.00	\$1,800.00
12	602200	Gabions	1,220	CU.YD.	\$326.00	\$397,720.00
13	603281	SWPPP Plan preparation and maintenance	1	L.S.	\$3,600.00	\$3,600.00
14	607079	Pedestrian/Bicycle Railing	170	L.F.	\$100.00	\$17,000.00
15	609200	Header curb	10	L.F.	\$150.00	\$1,500.00
16	621000	Mobilization	1	L.S.	\$24,000.00	\$24,000.00
17	801000	Construction staking by the contractor	1	L.S.	\$6,900.00	\$6,900.00
18	632020	Class C Seeding	0.2	AC.	\$42,000.00	\$8,400.00
19		Care and diversion of water	1	L.S.	\$4,200.00	\$4,200.00
TOTAL						\$594,485.00



**AIA**<sup>®</sup>

# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Gordo, LLC  
1890 Camino Calavario  
Santa Fe, NM 87507

**SURETY:**

*(Name, legal status and principal place of business)*

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Santa Fe  
PO Box 909  
Santa Fe, NM 87504

**BOND AMOUNT:** Five Percent (5%) of the Total Amount of the Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

ITB#: FY26-Const. ITB-029 Arroyo de los Chamisos Urban Trail Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of December, 2025

Gordo, LLC  
*(Contractor as Principal)*

*(Seal)*

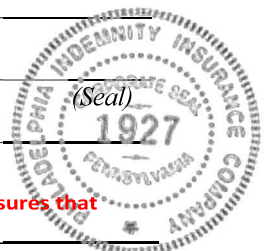
*(Witness)*

Philadelphia Indemnity Insurance Company  
*(Surety)*

*(Seal)*

*(Witness)*

John D. Weisbrot, Attorney-In-Fact



**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Init.

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# Bid Security Form

**THIS FORM MUST BE ATTACHED TO BOND**

**Review and Approval: This Bond has been executed by a Surety named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.**

**Approved:**

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

\_\_\_\_\_  
**Owner’s Representative or Governing Authority**



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

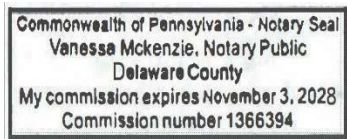


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of December, 2025.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus  
(in thousands, except par value and share amounts)**

**Admitted Assets**

	<b>As of December 31.</b>	
	<b>2024</b>	<b>2023</b>
Bonds (fair value \$9,153,035 and \$8,720,743)	\$ 9,774,560	\$ 9,263,769
Preferred stocks (fair value \$6,762 and \$8,060)	6,762	8,060
Common stocks (cost \$17,100 and \$18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	
Other invested assets (cost \$219,302 and \$201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176,533	<u>147,539</u>
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from affiliates	6,240	7,123
Federal income taxes receivable	8,824	
Net deferred tax assets	168,818	162,612
Other assets	19,448	<u>11,103</u>
Total admitted assets	<u>\$ 12,764,101</u>	<u>\$ 12,124,623</u>

**Liabilities and Capital and Surplus**

**Liabilities:**

Unpaid loss and loss adjustment expenses	\$ 6,059,913	\$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable		2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54,505	62,438
Total liabilities	<u>8,815,290</u>	<u>8,365,456</u>

**Capital:**

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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**Surplus:**

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,558,240	3,438,596
Total surplus	<u>3,944,311</u>	<u>3,824,667</u>
Total capital and surplus	<u>3,948,811</u>	<u>3,829,167</u>
Total liabilities and capital and surplus	<u>\$ 12,764,101</u>	<u>\$ 12,124,623</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief, the foregoing statement is a full, true and correct statement.

Attest:

Commonwealth of Pennsylvania • Notary Seal  
**Kimberly A. Kessleski, Notary Public**  
**Montgomery County**  
 My commission expires December 18, 2028  
 Commission number 1245769  
 Member, Pennsylvania Association of Notaries

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary



Sworn to before me this 3<sup>rd</sup> day of June 2025.

11-Ct>llusion Allidi1vit of Pri1nc Bidder

SI' \ Tl t11 )
) ss.
L'OIJ 1\ 01: )

...IP\_... t1J'-- being first duly sworn, deposes and says that:

- 1) He is the OvJ of R- of ... the Bidder that has submitted and attached Bid;
2) He is fully infonned respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3) such Bid is genuine and is not a collusive or shamBid;
4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or comm1 Inications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and
5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: [Signature]

Title: [Signature]

Subscribed and s om to before me this d day of December, 20 ctS

Notary Public [Signature]

My Commission expires [Signature]

YVONNE M TRUJILLO
Notary Public
State of New Mexico
Comm.# 2005995

My C\_omm. Exp. Apr 10, 2029

## Subcontractor Listing

**NOTE:** A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	general contractor, gabions, concrete, steel
NAME	Gordo LLC
ADDRESS	1890 Camino Calvario, Santa Fe, NM 87507
TELEPHONE#	575-799-9723
LICENSE #	398140
NM DEPT. OF LABOR REGISTRATION	23841082442025
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	surveyor
NAME	Bona fide surveying
ADDRESS	P.O. Box 640, Fruita, Colorado 81521
TELEPHONE#	(970)200-5654
LICENSE #	23200
NM DEPT. OF LABOR REGISTRATION	less than \$60,000
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	supplier of rock
NAME	Buildology
ADDRESS	17 Colony Dr, Santa Fe, NM 87507
TELEPHONE#	505-477-8152
LICENSE #	supplier only
NM DEPT. OF LABOR REGISTRATION	supplier only
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	swppp
NAME	E2RC
ADDRESS	439 S. Hill Road, Bernalillo, NM 87004
TELEPHONE#	505-867-4040
LICENSE #	350871
NM DEPT. OF LABOR REGISTRATION	#1772820160104
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

\*Add additional pages as required for your bid.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2025

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

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (855) 222-5919 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> support@nextinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Next Insurance US Company</td> <td>16285</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Next Insurance US Company	16285	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Gordo LLC 1890 Camino Calvario Santa Fe, NM 87507														

**COVERAGES**

CERTIFICATE NUMBER: 440960506

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 checked="" type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input type="checkbox"/> LOC OTHER:			NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY   <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY   <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB   <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB   <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$			NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions			NXTFH3PYKF-00-GL	11/20/2025	11/20/2026	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

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

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER**City of Santa Fe  
200 Lincoln Ave  
Santa Fe, NM 87501**LIVE CERTIFICATE**[Click or scan to view](#)**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2025

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

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

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742  License#: 0F82764	<b>CONTACT NAME:</b> Certificate Team <b>PHONE (A/C, No, Ext):</b> 877-308-9663 <b>E-MAIL ADDRESS:</b> certs@inszoneins.com		<b>FAX (A/C, No):</b> 916-400-2625
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Gordo LLC 1890 Camino Calvario Santa Fe, NM 87507-3640  License#: 0F82764 GORDLLC-02	<b>INSURER A:</b> New Mexico Mutual Casualty Company <b>NAIC #:</b> 40627		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 677021612

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b>   <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b>   <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			0112404.101	7/14/2025	7/14/2026	X PER STATUTE   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)  
 Verification Of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  
 200 Lincoln Avenue  
 Santa Fe, NM 87501

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY AP INTEGO NEXT		NAMED INSURED Gordo LLC 1890 Camino Calvario Santa Fe, NM 87507	
POLICY NUMBER 866982747		EFFECTIVE DATE: 12/15/2025	
CARRIER United Financial Casualty Company	NAIC CODE 11770		

**ADDITIONAL REMARKS**

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

**Additional Coverages**

Insurance coverage(s)	Limits
Uninsured Motorist	\$100,000/\$300,000 Nonstacked
Uninsured Motorist Property Damage	\$50,000 w/\$250 Ded

**Description of Location/Vehicles/Special Items**

**Scheduled autos only**

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1998 DODGE RAM 3500 3B6MF3666VMM286184	
Comprehensive	\$2,500 Ded
Collision	\$2,500 Ded
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$5,000 each person

**NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU**

**Supplemental Conditions for Clean Water State Revolving Fund**

**Project: City of Santa Fe, CWSRF EQ 088, Arroyo de los Chamisos Urban Trail Repair**

**Contract Language and Certifications for Insert into Bid Specifications**

Contract language is to be inserted verbatim into all construction contracts funded by the New Mexico Clean Water State Revolving Fund.

<b>ALL GOVERNMENTAL PROJECTS</b>		
<b>Federal Requirement</b>		
<b>Contract Provision</b>		
C1	Anti-Discrimination Laws (Super Cross-Cutters)	
C10	US EPA Office of the Inspector General Posting	
<b>EQUIVALENCY PROJECTS</b>		
<b>Federal Requirement</b>		
<b>Contract Provision</b>		
C4	Disadvantaged Business Enterprise Contract Provisions	
C5	Prohibition on Telecomm Contract Provisions	
C11	Public Awareness (Signage) Contract Provisions	
<b>Forms</b>		<b>Submit Completed Form to NMED</b>
Form C1	Certification of Non-Segregated Facilities (To be submitted by each bidder)	<input checked="" type="checkbox"/>
Form C2	Certification Regarding Debarment and Suspension (To be submitted by each bidder)	<input checked="" type="checkbox"/>
Form C7	Disadvantaged Business Enterprise Good Faith Efforts Checklist (To be submitted by each bidder)	<input checked="" type="checkbox"/>

**Contractors and Subcontractors are required to comply with the following provisions:**

**CIVIL RIGHTS ACT OF 1964**

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

**SECTION 13 of PL 92-500; UNDER THE FEDERAL WATER POLLUTION CONTROL ACT; REHABILITATION ACT OF 1973; PL 93-112, AND AGE DISCRIMINATION ACT OF 1975**

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

## New Mexico CWSRF Contract Provision C10 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding \$1,000,000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at:

<https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotline>

**The following clause must be inserted into all construction contracts for CWSRF Equivalency and Grant projects.**

**General Compliance (40 CFR Part 33).**

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Note: EPA accepts DBE certifications from the following entities:

- The Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SDB) Program self-certifications);
- The Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship) (New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at <https://nmdotstar.com/links/>);
- Tribal, State and local governments, as long as their standards for certification meet or exceed EPA's; and
- Independent private organization certifications as long as their standards for certification meet or exceed EPA's.

**APPENDIX A: Non-discrimination Provision (40 CFR Appendix A to Part 33).**

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**Contract Administration Requirements**

The CONTRACTOR must adhere to the following:

1. Pay subcontractor(s) for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
2. Notify the SRF assistance recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
3. Employ the six good faith efforts described in §33.301 in procurement of goods and services.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.
5. Ensure that each procurement contract it awards contains the term and condition specified in APPENDIX A (40 CFR Appendix A to Part 33) concerning compliance with the requirements of this part.
6. Ensure that the term and condition in APPENDIX A (40 CFR Appendix A to Part 33) is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at <https://nmdotstar.com/links/>
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

**The following clause must be inserted into all construction contracts for CWSRF Equivalency or Grant projects.**

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The CONTRACTOR shall comply with 2 CFR 200.216, which prohibits the use of loan or grant funds to procure or use certain telecommunication and video surveillance services or equipment either:

1. produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities; or
2. provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

Entities on the excluded parties list can be found in the System for Award Management ([www.sam.gov](http://www.sam.gov)). This prohibition cannot be waived. See Public Law 115-232, section 889 for additional information.

Recipients of CWSRF financial assistance for projects identified as Equivalency Projects are required to comply with the policy described below.

## **Signage to Increase Public Awareness**

For Clean Water State Revolving Fund  
(CWSRF) Projects

On June 3, 2015, the United States Environmental Protection Agency (EPA) issued a memorandum that introduced new guidelines with the purpose of increasing public awareness of EPA assistance nationwide. The EPA "Signage Requirement" applies to CWSRF projects that have been selected to meet the federal requirements ("equivalency" projects). Costs to comply with the signage requirement are eligible expenses under the CWSRF assistance agreement.

What follows are some suggested methods that communities can use to increase awareness of the funding source for CWSRF projects.

1. **Standard Signage:** Use of a traditional sign that includes the name of the facility, project, and community; project cost; the NMED logo; and the EPA logo (see Attachment). This option should be selected for projects where the sign would be easily visible, such as near a major road or thoroughfare or where the facility is in a location where this would effectively publicize the project.
2. **Posters or Brochures:** The poster should be visible at the facility or community offices and should include the name of the facility, project, and community; brief description of the project; a brief description of the water quality benefits the project will achieve; the NMED logo; and that the project is wholly or partially funded with EPA funding. If a brochure is used, it could be included in a standard mailing or be available at community offices, public libraries, community centers, or court house. This option may be more appropriate for projects located in rural areas.
3. **Newsletter, Periodical, or Press Release:** For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects may be advertised in a community newsletter or similar periodical. The newsletter, periodical, or press release should contain the name of the facility, project, and community; the NMED logo; that the project is wholly or partially funded with EPA funding; a brief description of the project; and a brief description of the water quality benefits to be achieved.
4. **Insert or Pamphlet in Water/Sewer Bill:** This approach would effectively publicize the project to those individuals directly benefiting from the project. The insert or pamphlet should include the name of the facility, project, and community; the NMED logo; that the project is wholly or partially funded with EPA funding; a brief description of the project; and a brief listing of water quality benefits that will be achieved. A sample insert is attached.

- 5. Online and Social Media Publicity:** Many communities are increasingly finding that the online forum is the most cost-effective approach to publicize their programs and reach a broad audience of stakeholders. Online publicity may appear on the town, community, or facility website if available. Social media sites such as Facebook or Twitter can also be used. This option could be a more cost-effective option than traditional signs or print media. In the case of some projects, such as nonpoint source projects, there might be additional opportunities for online publicity through partner agencies or organizations. When using this option, the online notice should include the name of the facility, project, and community; the NMED logo; that the project was wholly or partially funded with EPA funding; and a brief description of the project and water quality benefits that will be achieved.

Below is sample language that communities may use in any of the above options:

*Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/DWSRF] program is administered by the New Mexico Environment Department with joint funding from the U.S. Environmental Protection Agency and the State of New Mexico. This project will [description of project] and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from the project]. [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide.*

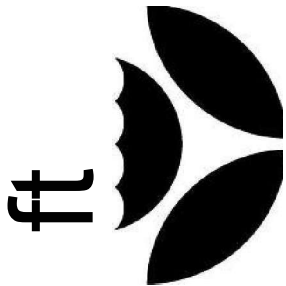
If a community chooses to use any of the above signage options, the costs associated with those activities are eligible for CWSRF or DWRF funding. Ideally, a cost estimate should be included with the Project Plan, and final cost documentation should be submitted with the Part II Application. Communities are encouraged to consider the costs and benefit of each of these options and which would be the most effective in their area. Be sure to provide a hard copy of the selected signage option to the Construction Programs Bureau office for documentation. If a sign, poster, or online publicity method is being used please send a Word or PDF copy.

### **How to Acquire the EPA and NMED Logos**

Attached you will find an electronic copy of the EPA logo (If you need a higher resolution/quality EPA logo, please contact our office). You may use the EPA logo for your signage needs, but be sure to comply with the attached EPA Logo and Seal Specifications memo. Also attached is an electronic copy of the NMED logo. Please only use these files for your CWSRF or DWSRF signage purposes, any other uses are not permitted.

If you have any questions about this policy or use of the logos you may contact NMED at (505) 469-3365.

*This publication is intended for guidance only and may be impacted by changes in legislation, rules, policies, and procedures adopted after the date of publication. Although this publication makes every effort to teach users how to meet applicable compliance obligations, use of this publication does not constitute the rendering of legal advice.*



**EPA**

United States  
Environmental Protection  
Agency

# EPA LOGO & SEAL SPECIFICATIONS FOR SIGNAGE PRODUCED BY EPA ASSISTANCE AGREEMENT RECIPIENTS

EPA's logo is a two-leaved flower, without stem, accompanied by the Agency's initials to the right. The EPA logo is the primary identifier for use on construction grant signage. Assistance agreement recipients are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their assistance agreement award.

The official seal of EPA is circular and is comprised of the two-leaved flower, with stem, encircled by the title UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. The EPA seal may be used only when official comparable seals are used and the recipient has received prior written EPA approval.

It is important that the EPA logo and seal always be reproduced with consistent high quality. The seal and logo must remain intact and unchanged (for example, don't use the flower from the seal by itself). The logo and seal may only be displayed using either the standard color scheme or a single color that complements the background where it appears.

## COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monotone or full color, based on the rest of the seals that it's placed with.
- The relationship between the flower portion of the logo and Helvetica type should never be shifted or adjusted.



PMS 362



PMS 660



Process Black at 70%



Process Black 100%



Knock out on a dark color

## PREFERRED USE

Use the preferred presentation of the logo on products that do not have enough space for the full logo with text. It may also be used in the presence of other logos.



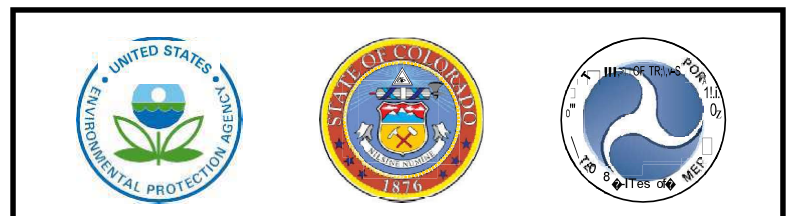
## SIZE AND LOGO WITH OTHER LOGOS

It's important that all parts of the EPA logo be readable. The EPA logo should not be reproduced at sizes any smaller than 1.0" height on a sign. There are no maximum size restrictions as long as the clear space requirements are met. The logo should be made the same relative size as the other logos on the signage.



## SIZE AND SEAL WITH OTHER SEALS

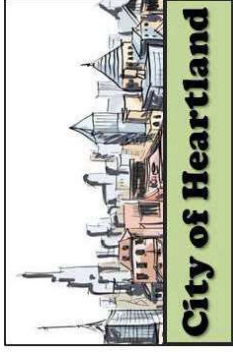
When there are multiple state or Federal seals/circular logos, the use of the EPA seal is appropriate with prior written EPA approval. The EPA seal should be the same size as the seals that accompany it and should be a minimum of 3 inches in height.



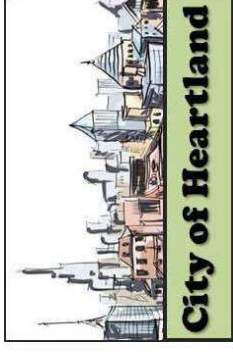
## IMPROPER LOGO USAGE



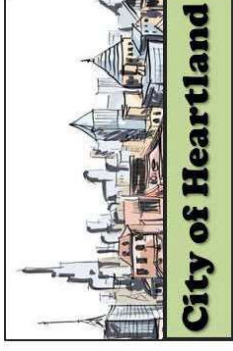
**SAMPLE INSERT for Water/Sewer Bill**



You may have noticed some construction activity around town! We are currently making improvements to the Heartland Wastewater Treatment Plan located at 100 Heartland Drive. Improvements include the installation of a new pump and clarifier basin improvements. These improvements are being made so that we can continue to treat Heartland's wastewater and maintain the quality of the water that is discharged into Heart River. This project is financed using state and federal funding from the New Mexico Environment Department and the U.S. Environmental Protection Agency. If you have any questions you can contact the city at 111-123-4567.



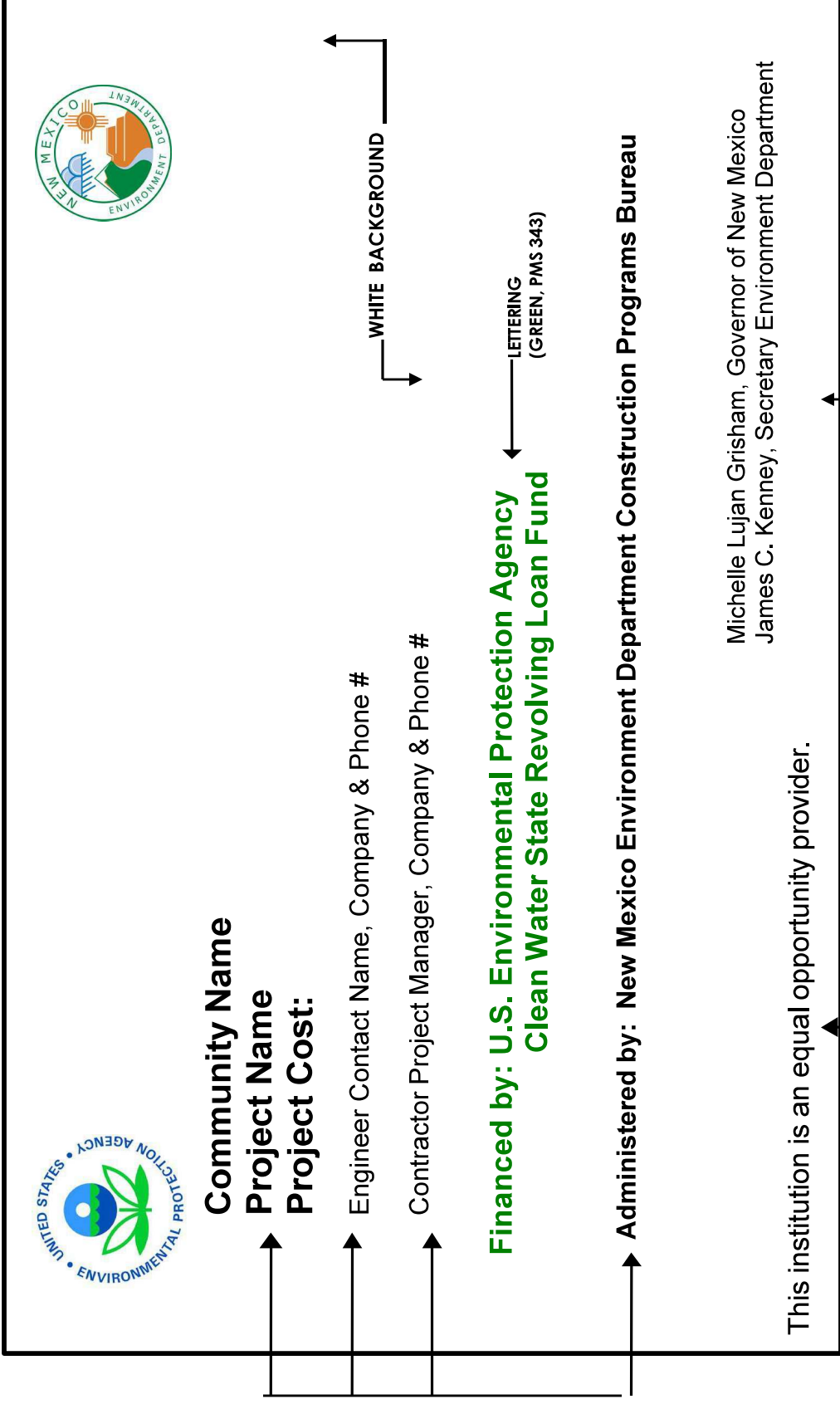
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# EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



**SIGN DIMENSIONS:** 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")  
PLYWOOD PANEL (APA RATED A-B GRADE--EXTERIOR)



**U.S. Environmental Protection Agency  
Certification of Non-Segregated Facilities**

Form #C1

SRF Project Number: FY26-Const. ITB-029  
Project Name: Arroyo de los Chamisos Urban Trail Repair  
Assistance Recipient: City of Santa Fe

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

**A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).**

Eric Biderman

Digitally signed by Eric Biderman  
Date: 2025.12.16 17:15:18 -0700'

12/16/25

Signature of Authorized Representative

Date

Eric Biderman, owner

Name and Title of Authorized Representative

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. EPA-7 5720-4.2



**Debarments and Suspensions**

Form #C2

The Contractor is required to sign this form and return it to the Assistance Recipient for any CWSRF Equivalency or Grant-Funded project. In addition, the Contractor must require any Sub-Contractor for contracts \$25,000 and above to sign and return this form to the Contractor.

SRF Project Number: FY26-Const. ITB-029  
Project Name: Arroyo de los Chamisos Urban Trail Repair  
Assistance Recipient: City of Santa Fe

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

**United States Environmental Protection Agency Washington, DC 20460  
Certification Regarding Debarment, Suspension, and  
Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

12/16/25

Signature of Authorized Representative

Date

Eric Biderman, owner

Name and Title of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

## **Instructions**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

### **Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### **How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

### **Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington DC 20460  
(Telephone: 202-475-8025)

	<b>Disadvantaged Business Enterprise Good Faith Efforts Checklist</b>	Form #C7
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This form and Good Faith Efforts Checklist must be completed and signed by the Prime Contractor **when hiring a subcontractor** and must be submitted to the project owner (SRF assistance recipient).


### Disadvantaged Business Enterprise (DBE) Solicitation Good-Faith Efforts

The Six Good Faith Efforts are required methods employed by all EPA financial assistance agreement recipients to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for contracts and subcontracts funded by EPA financial assistance dollars.

Prime Contractor's DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Maintaining documentation of these affirmative steps

#### PROJECT INFORMATION

<b>SRF Project Number:</b>	FY26 Const. ITB-029
<b>SRF Project Name:</b>	Arroyo de los Chamisos Urban Trail Repair
<b>Assistance Recipient:</b>	City of Santa Fe
<b>Prime Contractor:</b>	Gordo LLC
<b>Address of Prime Contractor:</b>	1890 Camino Calvario, Santa Fe, NM 87507
<b>Name &amp; Title of Prime Contractor's Authorized Representative</b>	Eric Biderman, owner
<b>Signature of Authorized Representative:</b>	
<b>Check if Prime Contractor is:</b> <input type="checkbox"/> <b>Minority-Owned</b> <input type="checkbox"/> <b>Women-Owned</b>	

Note: New Mexico's Certified Disadvantaged Business Enterprise Directory may be found online at <https://nmdotstar.com/links/>

In addition, NMED also accepts DBE certifications from the following entities:

- The Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SDB) Program self-certifications);
- The Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and local governments, as long as their standards for certification meet or exceed EPA's; and
- Independent private organization certifications as long as their standards for certification meet or exceed EPA's.

### GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist when soliciting subcontractors for the SRF Project noted above to determine if you have complied with the requirement to make good faith efforts to ensure that certified Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerors must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities?  Yes  No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for subcontracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.  Yes  No

3. Did you consider in the subcontracting process whether firms competing for large sub-contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.  Yes  No

4. Did you encourage subcontracting with a consortium of DBEs when a subcontract is too large for one of these firms to handle individually?  Yes  No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?  Yes  No

6. List the potential DBE subcontractors that were contacted.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)
Renee Roybal	phone, and email	NMDOT is redoing the entire DBE program based on new federal rules
Frank's supply	phone	gave a price for equipment
Southwest landscape	phone	not competitive
Montanos	phone	does not have material

### CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

**From:** [Matt Loehman](#)  
**To:** [JORDY, CLAIRE S.](#)  
**Subject:** Re: Horizons Determination - Arroyo Chamisos Urban Trail Repair  
**Date:** Saturday, January 10, 2026 11:33:24 AM  
**Attachments:** [image001.png](#)  
[image001.png](#)

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman  
Executive Director

Horizons of New Mexico  
6121 Indian School Rd. NE, Suite 220  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

On Fri, Jan 9, 2026, 4:10 PM JORDY, CLAIRE S. <[csjordy@santafenm.gov](mailto:csjordy@santafenm.gov)> wrote:

To whom it may concern,

We are curious if Horizons is interested in the following work:

Construction of: Arroyo de los Chamisos Urban Trail Repair

Location: City of Santa Fe

Prepared For: Inclusion in Project Specifications / Bid Documents

## **Scope of Work**

Construction will consist of removal and reconstruction activities to mitigate erosion along the

Arroyo de los Chamisos Trail. The work includes removal of deteriorated infrastructure, regrading,

drainage, and outfall protection improvements, erosion control implementation, and final trail

restoration.

The scope of work for construction will include, but is not limited to

- Onsite Meetings with the Engineer of Record
- Site Preparation
- Removal & Demolition
- Earthwork & Grading
- Drainage & Outfall Protection
- Trail Construction & Paving
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization & Final Cleanup

Thank you,

**Claire Jordy**

Project Manager II

River and Watershed Section

City of Santa Fe

phone: 505-469-8849

email: [csjordy@santafenm.gov](mailto:csjordy@santafenm.gov)





**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [GALLEGOS, JAMES](#); [Purchasing DET](#)  
**Cc:** [ISAACSON, ZOF R.](#); [JORDY, CLAIRE S.](#)  
**Subject:** Re: Request for determination for the Arroyo de Los Chamisos Urban Trail Repair  
**Date:** Tuesday, September 16, 2025 10:22:48 AM  
**Attachments:** [image001.png](#)  
[Outlook-15ybs0rf.png](#)  
[Outlook-Chart.tex](#)

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Greetings,

Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.

This determination is subject to change if the scope of work is modified from the original submission.

The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- 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.

-Treasury (Point of Sale Systems) – questions: [drsena@santafenm.gov](mailto:drsena@santafenm.gov); [clromero@santafenm.gov](mailto:clromero@santafenm.gov).

Request signature from: [clromero@santafenm.gov](mailto:clromero@santafenm.gov)

-IT components (everything IT) – questions: [ereview@santafenm.gov](mailto:ereview@santafenm.gov). Request signature from: [edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov);

Copy: [zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov); [lenobes@santafenm.gov](mailto:lenobes@santafenm.gov); [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)

-Vehicles – questions: [fleet@santafenm.gov](mailto:fleet@santafenm.gov). Request signature from:

[dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)

-Grants – questions: [grants@santafenm.gov](mailto:grants@santafenm.gov). Request signature from: [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions:

[fmdreview@santafenm.gov](mailto:fmdreview@santafenm.gov). Request signature from: [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)

-Emergency Related Purchases – questions [oem@santafenm.gov](mailto:oem@santafenm.gov) and [@and](mailto:and). Request signature from:

[klmorgan@santafenm.gov](mailto:klmorgan@santafenm.gov)

-Asset over \$5k – questions: [accountspayable@santafenm.gov](mailto:accountspayable@santafenm.gov). Request signature from:

[jxbolden@santafenm.gov](mailto:jxbolden@santafenm.gov)

- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed.
- 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 must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**  
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - All other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

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

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

***Vendor Registration Sites and Current Procurement Opportunities:***

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



*"A journey of a thousand miles begins with a single step" ~ Lao Tzu*

---

**From:** GALLEGOS, JAMES <jgallegos1@santafenm.gov>  
**Sent:** Tuesday, September 16, 2025 8:40 AM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Cc:** ISAACSON, ZOE R. <zrisaacson@santafenm.gov>; JORDY, CLAIRE S. <csjordy@santafenm.gov>  
**Subject:** Request for determination for the Arroyo de Los Chamisos Urban Trail Repair

To whom it may concern,  
We are curious if Horizons is interested in the following work:  
Construction of: Arroyo de los Chamisos Urban Trail Repair  
Location: City of Santa Fe  
Prepared For: Inclusion in Project Specifications / Bid Documents

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- Removal & Demolition
- Earthwork & Grading
- Drainage & Outfall Protection
- Trail Construction & Paving
- Erosion Control & Site Restoration
- Traffic Control
- Mobilization, Demobilization & Final Cleanup

Thank you,

Jimmie Gallegos  
River & Watershed  
Stormwater Inspector  
Jgallegos1@santafenm.gov  
Office: 505-955-2133  
Cell: 505-316-4697



CITY OF SANTA FE  
RIVER & WATERSHED



License Number: 238023



License Details | Tab Elements | Main Menu

### License Details

**License Type:** Out of Jurisdiction  
Contractor - General  
Renewable

**Period Start Date:** 09/03/2025

**Status:** Renewed

**District:** Default

**Applied Date:** 09/02/2025

**Expiration Date:** 09/03/2026

Business

Locations

Fees

Attachments

Contacts

More Info

Business | Next Tab | License Details | Main Menu

### Business

**Company Name:** Gordo LLC

**Company Type:** Limited Liability  
Company

**District:** Default

**Location:** Residential

**Description:** Construction contractor

**DBA:**

**Status:** Active

**Open Date:**

**Closed Date:**

**Last Audit Date:**



**Signature:** *Zoe Isaacson*

**Email:** zrisaacson@santafenm.gov

**Signature:** *Melissa McDonald*

**Email:** mamcdonald@santafenm.gov