

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

7. Request for Approval of Amendment No. 1 to Construction Services Agreement – On Call Roadway and Trails Construction Services; GM Emulsions, Inc. (Michelle Martinez)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 32215.572500

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
TUESDAY, SEPTEMBER 8, 2015**

ITEM 7

ON CALL ROADWAY AND TRAILS CONSTRUCTION AGREEMENT – AMENDMENT NO. 1 WITH GM EMULSIONS LLC

- a) REQUEST FOR APPROVAL TO INCREASE THE CONTRACT CAP IN THE AMOUNT OF \$65,949.38 INCLUSIVE OF NMGRT
- b) REQUEST FOR APPROVAL OF PROCUREMENT OF PURCHASE ORDER IN THE AMOUNT OF \$62,700
- c) REQUEST FOR APPROVAL OF EXTENSION OF CONTRACT TERM UNTIL THE END OF THIS CALENDAR YEAR , DECEMBER 31, 2015 (MICHELLE MARTINEZ)

PUBLIC WORKS COMMITTEE ACTION: Approved on consent

FUNDING SOURCE: 32215.572500

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR IVES	X		

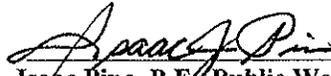
City of Santa Fe, New Mexico

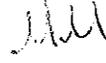
memo

DATE: August 25, 2015

TO: Public Works Committee

VIA:


Isaac Pino, P.E., Public Works Department Director
John J. Romero, Acting Engineering Division Director 

FROM: Michelle Martinez, Engineering Assistant 

ITEM AND ISSUE:

**ON CALL ROADWAY AND TRAILS CONSTRUCTION AGREEMENT
REQUEST FOR APPROVAL OF AMMENDMENT #1 TO:**

- INCREASE OF CONTRACT CAP IN THE AMOUNT OF \$65,949.38.
- APPROVE PROCUREMENT OF PURCHASE ORDER IN THE AMOUNT OF \$62,700.00
- EXTENSION OF CONTRACT TERM UNTIL THE END OF THIS CALENDER YEAR.

BACKGROUND & SUMMARY:

A request for bids (BID NUMBER '14/10B) was advertised on September 13, 2013 for citywide on call engineering & trails construction services. On October 30, 2013, city council approved a contract not to exceed \$2,000,000.00, excluding NMGR, with GM Emulsions Inc. of Santa Fe, NM. Currently, the city has exhausted the \$2,000,000.00 cap with citywide task orders completed. The contract was awarded a two-year term with the option to renew on a year-to-year basis for two additional years. The contract will expire on October 30, 2015.

Amendment #1 will increase the cap of \$2,000,000.00 in the amount of \$65,949.38 to allow the GM Emulsions to construct the following current planned projects:

On July 29, 2015 the City Council approved a budget adjustment request in the amount of \$62,700.00 to reconstruct the Fire Station #1 Parking Lot. This work was scoped and a quote was obtained from GM Emulsions on May 13, 2015. Exhibit "A" of the contract amendment #1 includes all supporting documentation regarding this task order and is attached hereto.

On June 23, 2015, a quote was reviewed and accepted from GM Emulsions to add bike markings on newly constructed bike lanes on Old Santa Fe Trail, at an estimated cost of \$3,249.38. Exhibit "B" of amendment #1 includes all supporting documentation regarding this task order and is attached hereto.

Amendment #1 will also provide for an extension of contract term. The current contract term will expire on October 30, 2015 and to ensure these task orders are completed within the term of the contract the Public Works Department is requesting a contract term extension, as allowed by the contract. The contract is a two-year contract renewable on a year-to-year basis for two additional years pending approval. If approved the contract term would expire on December 31, 2015.

RECOMMENDED ACTION:

The Public Works Department recommends the following:

Approval of Amendment #1 to the On Call Roadway & Trails Construction Services Agreement with GM Emulsions, LLC to:

- Increase the contract cap by an amount of \$65,949.38 inclusive of NMGRT.
- Approve procurement of purchase order in the amount of \$62,700.00
- Extend the contract term until the end of this calendar year to December 31, 2015.

Attachment: Amendment No.1
Exhibit "A" and Exhibit "B"
Original Construction Agreement
Summary of Contracts

cc: File

COPY

**CITY OF SANTA FE
AMENDMENT No. 1 TO
ON-CALL CONSTRUCTION SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE ON CALL ROADWAY & TRAILS CONSTRUCTION AGREEMENT, dated October 30, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and GM Emulsions Inc. (the "Contractor") of Santa Fe, NM. The date of this Amendment shall be the date when it is executed by the City or the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide on-call construction services to the City with the On Call Roadway & Trails Construction Services Contract.

B. Pursuant to the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended, so that Article 1 reads in its entirety as follows:

The Contractor shall provide additional construction services see Exhibit "A" for Finance Committee Memo dated May 27, 2015 with supporting documents and Exhibit "B" for Bike Markings Estimate for newly constructed bike lanes on Old Santa Fe Trail, attached hereto and made a part hereto.

2. COMPENSATION:

Article 3, of the Agreement is amended to increase the amount of compensation by a total sixty five thousand nine hundred forty nine dollars and 38/100 (\$65,949.38) including applicable gross receipts tax: The breakdown is as follows: Sixty two thousand seven hundred (\$62,700) as

COPY

gross receipts tax: The breakdown is as follows: Sixty two thousand seven hundred (\$62,700) as described in Exhibit "A" and three thousand two hundred forty nine dollars and thirty-eight cents (\$3,249.38) as described in Exhibit "B" so that Article 3, reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million sixty five thousand nine hundred forty nine dollars and 38/100 (\$2,065,949.38), including applicable gross receipts taxes in total for the term of this agreement. Contractor agrees to timely remit this Gross Receipt Taxes to New Mexico Gross Receipt Tax Department. If the Contractor ever receives a refund of this Gross Receipt Tax, or any portion thereof, the Contractor agrees to permit the entire refund to the City immediately.

2. CONTRACT TERM:

Article 4, of the Agreement is amended to extend the term of the Agreement, so that Article 4, reads in its entirety as follows:

The term of this agreement shall be extended by one year with the option to extend an additional year, by mutual agreement of all parties and approval of the City of Santa Fe at the same price, terms and conditions, and per this Amendment #1, shall terminate on December 31, 2015, unless terminated sooner. This Agreement may be terminated by the City upon 10 days written notice to the Contractor. This agreement shall not exceed four (4) years beyond the original agreement dated October 30, 2013.

3. AGREEMENT IN FULL FORCE:

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the On-Call Roadway & Trails Construction Agreement as of the dates set forth below.

COPY

CITY OF SANTA FE:

CONTRACTOR:
GM EMULSIONS, LLC.

JAVIER GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

Date: _____

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY
Date: 8/27/15

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

Business unit/Line Item:

32215, 57250

City of Santa Fe, New Mexico memo

DATE: May 27, 2015
TO: Finance Committee
City Council
FROM: Jani M Snyder, Assistant Fire Chief *JMS*
SUBJECT: BAR for Station 1 Parking Lot Project using RFB 14/10/B
VIA: Erik L. Litzenberg, Fire Chief *EL*
CC: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Officer *RR*

The City of Santa Fe Fire Department respectfully requests approval of a BAR moving \$62,700.00 from our Fire Protect Fund to a project business unit (32215) assigned by the Roadways & Trails Engineering Division. To utilize the current On-Call Roadway and Trails Construction RFB # 14/10/B to resurface the parking lot at Fire Station #1 on Muntes Road.

The current On-Call Roadway and Trails Construction contract with GM Emulsion, L.L.C. places the cost of the project at fifty-four thousand five hundred and fourteen dollars and six cents (\$54,514.06). With an additional 16% contingency added for a total of sixty-two thousand seven hundred dollars (\$62,700.00).

The parking lot at Fire Station 1 has been deteriorating for many years and has progressively gotten worse. To solve the issue, GM Emulsion will remove all the current asphalt and concrete in the main section of the parking lot, replacing it with new materials, including striping.

This project was originally budgeted in the Department's fiscal year 2014-2015 Fire Property Tax business unit. But due to that business unit being decreased by eight-four thousand dollars (\$84,000.00) mid-year, we are moving the project to our State Fire Protection Fund (22208), see attached BAR.

We thank you for your consideration and please feel free to contact me with any questions.

Attachments: (7)

Construction Agreement #13-1181 / RFB # 14/10/B
Summary of Contracts
Memo to Finance Committee - 9/26/2013
City Council Agenda and Minutes - 10/25/2013
Quote from GM Emulsion, L.L.C.
BAR
Supporting emails



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JULY 29, 2015
CITY COUNCIL CHAMBERS

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 7/24/15 TIME 4:20pm

SERVED BY _____

RECEIVED BY [Signature]

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – July 8, 2015
9. PRESENTATIONS
 - a) July Employee of the Month – V. Esperanza Trujillo, Utility Billing Administration – Public Utilities Department. (Mayor Gonzales) (5 Minutes)
10. CONSENT CALENDAR
 - a) Request for Approval of Cooperative Project Agreement – St. Francis Crossing from Acequia Trail to Railyard Project – Construction of Multi-Path Grade Crossing Underpass (US 84/285); New Mexico Department of Transportation. (Melissa McDonald)
 - b) Request for Approval of Budget Adjustment in the Amount of \$62,700, from Fire Project Fund to Project Business Unit 32215 for Fire Station 1 Parking Lot Resurfacing Project; On-Call Roadways & Trails Construction Fund for (Bid No. 14/10/B). (Jan Snyder)
 - c) Request for Approval of Memorandum of Understanding – Parking Permits for On-Street Parking Spaces and for Use of City Parking Facilities for County Employees; Santa Fe County. (Noel Correia)
 - d) Request for Approval of Change Order No. 8 – Santa Fe Reservoirs Infrastructure Improvements Project; RMCI, Inc. (Robert Jorgensen)

SUMMARY INDEX
 SANTA FE CITY COUNCIL MEETING
 Wednesday, July 29, 2015

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
<u>AFTERNOON SESSION</u>		
CALL TO ORDER AND ROLL CALL	Quorum	1
② APPROVAL OF AGENDA	Approved	1
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT CALENDAR LISTING		2-4
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – JULY 8, 2015	Approved	4
<u>PRESENTATIONS</u>		
JULY EMPLOYEE OF THE MONTH – V. ESPERANZA TRUJILLO, UTILITY BILLING ADMINISTRATION – PUBLIC UTILITIES DEPARTMENT		4-5
<u>CONSENT CALENDAR DISCUSSION</u>		
CONSIDERATION OF RESOLUTION NO. 2015-65. A RESOLUTION DIRECTING STAFF TO SEEK SOLUTIONS TO SANTA FE'S HOUSING AFFORDABILITY CRISIS, SPECIFICALLY AS IT RELATES TO GENTRIFICATION, INEQUITY AND THE WIDENING GAP BETWEEN RICH AND POOR IN SANTA FE; PROVIDING A FRAMEWORK FOR HOUSING AND URBAN PLANNING POLICY *****	Approved	5-9
<u>END OF CONSENT CALENDAR DISCUSSION</u> *****		
CONSIDERATION OF RESOLUTION NO. 2015-66. A RESOLUTION DIRECTING THE CITY OF SANTA FE FIRE DEPARTMENT TO WAIVE EMT STANDBY FEES FOR THE SANTA FE SUMMER SERIES EQUESTRIAN EVENT AT THE EQUICENTER DE SANTA FE AND AUTHORIZING THE PAYMENT OF SAID FEES FROM A PORTION OF THE LODGERS TAX DEDICATED FOR PUBLIC SAFETY OVERTIME COSTS	Approved	10-11

GM Emulsion LLC
 47 PASEO DE MARTINEZ
 SANTA FE, NM 87507
 (505)471-9981
 gabriel@gmemulsion.com
 http://www.gmemulsion.com



ESTIMATE

ADDRESS
 Michelle Martinez
 City Of Santa Fe

ESTIMATE # GE2177
 DATE 05/13/2015
 EXPIRATION DATE 06/13/2015

ACTIVITY	QTY	UNIT PRICE	AMOUNT
SANTA FE FIRE DEPARTMENT PARKING LOT MAINTANCE ON CALL ROADWAY AND TRAILS CONST RFB # 14/10/B OPTION CONCRETE FRONT ENTRANCE IN FRONT OF GARAGE BAY DOORS AND ACROSS VALLEY GUTTER. ASPHALT THE REST OF PARKING AREA EXCEPT EMPLOYEE PARKING		0.00	0.00
Services 601110 REMOVAL OF SURFACING PER SY/IN	2,865	1.50	4,297.50
955 sy @ 3" Services 207020 SUB GRADE PREP PER SY	955	1.50	1,432.50
955 sy Services 601130 REMOVAL OF SIDEWALK PER SY (VALLEY GUTTER REMOVAL)	120	9.00	1,080.00
Services DUMP FEES FOR CONCRETE PER TON	50	40.00	2,000.00
Services 609600 CONCRETE VALLEY GUTTER @ 6" DEPTH PER SY NO STEEL 270' X 4' 120 SY	120	40.00	4,800.00

ACTIVITY	QTY	UNIT PRICE	AMOUNT
Services 515000 REINFORCED CONCRETE FOR MINOR STRUCTURES PER CY <i>front of garage bays with swell to drain water</i> 168 sy @b 29 cy	29	600.00	17,400.00
Services 423283 SP 4 COMPLETE PER SY/IN 787 sy @ 3"	2,361	7.50	17,707.50
Services 704000 RETROREFLECTORIZED PAINTED MARKING 4" PER LF	342	0.50	171.00
Services 901012 TESTING ALLOWANCE	1	1,500.00	1,500.00

Make all checks payable to GM Emulsion. If you have any questions regarding this Invoice or Estimate please contact the number above. Late fees are applied after 30 days at 1.5% per month.

SUBTOTAL	50,388.50
TAX (8.1875%)	4,125.56
TOTAL	\$54,514.06

Accepted By

Accepted Date

EXHIBIT "B"

GM Emulsion LLC
47 PASEO DE MARTINEZ
SANTA FE, NM 87507
(505)471-9981
gabriel@gmemulsion.com
http://www.gmemulsion.com



ESTIMATE

ADDRESS
Michelle Martinez
City Of Santa Fe

ESTIMATE # E2212
DATE 06/23/2015
EXPIRATION DATE 07/23/2015

ACTIVITY	QTY	UNIT PRICE	AMOUNT
Old Santa Fe Trail Installation of six helmeted bicycle lane marking per City of Santa Fe Spec On Call roadways & trails construction			
Services 704782 Retroreflective Plastic PVMT marking bike symbol	6	500.00	3,000.00

Make all checks payable to GM Emulsion. If you have any questions regarding this Invoice or Estimate please contact the number above. Late fees are applied after 30 days at 1.5% per month.

SUBTOTAL 3,000.00
TAX (8.3125%) 249.38
TOTAL \$3,249.38

Accepted By

Accepted Date

B.1 Construction Agreement

(Revised 4/24/2000)

ITEM # 13-1181

THIS AGREEMENT dated Oct. 30, 2013, is made and entered into by and between the City of Santa Fe, a New Mexico municipal corporation, hereinafter called the "City" and GM Emulsion, LLC hereinafter called the "Contractor" for construction of the On Call Roadway & Trails Construction Services RFB# 14/10/B.

The City and the Contractor agree as follows:

1. To perform this contract and construct the work in accordance with the terms and conditions of these Contract Documents, including the following documents:
 - a) Agreement (this instrument);
 - b) Addenda to Contract Documents, if any;
 - c) Legal and Procedural Documents;
 1. Bid Form;
 2. Instructions for Bidders;
 3. Advertisement inviting bids dated: **August 26, 2013;**
 4. Supplemental General Provisions;
 - d) Special Provisions;
 - e) Supplemental Specifications;
 - f) Bonds;
 1. Performance Bond;
 2. Labor and Material Payment Bond;
 3. Bid Guarantee;
 - g) Insurance Requirements.
 - h) The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2007 Edition";
 - i) The "New Mexico Standard Specifications for Public Works Construction, 1987 Edition";
 - j) Plans and Drawings;
 - k) Everything else bound in these documents
 - l) The sequence of construction and traffic control plan.
2. There is one (1) original signed copy of this agreement.
3. Compensation: Base Bid Amount: not to exceed Two Million Dollars (\$2,000,000.00) to which applicable New Mexico Gross Receipt Taxes will be added. The Contractor agrees to timely remit this GRT to NMTRD. If the Contractor ever receives a refund of this Gross Receipt Tax, or any portion thereof, the Contractor agrees to permit the entire refund to the City immediately.

4. **Term:** The Contract Completion Time for this contract is two (2) years. The Contract duration shall terminate two (2) years from the date of award, with the option to extend an additional year, by mutual agreement of all parties and approval of City of Santa Fe at the same price, terms and conditions. This Agreement shall not exceed (4) years beyond the original agreement date. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time." The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.
5. **Appropriations:** The terms of this agreement are contingent upon sufficient appropriations and authorizations being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this agreement shall terminate 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.
6. **Scope of Agreement:** This Agreement 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 Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
7. **Indemnification:** The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.
8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
9. **Status of Contractor; Responsibility for Payment of Employees and Subcontractors:**
 - A. The Contractor and its agents and employees are independent contractors performing professional 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

10. Confidentiality: Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.
11. Conflict of Interest: The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.
12. Third Party Beneficiaries: By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
13. Records and Audit: The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that 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 the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.
14. Applicable Law; Choice of Law; Venue: Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.
15. Amendment: This Agreement shall not be altered, changed or modified except by a Amendment executed by the parties hereto.

- 16. **Scope of Agreement:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 17. **Non Discrimination:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.
- 18. **Severability:** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS whereof the parties have executed this contract.

CONTRACTOR

CITY OF SANTA FE

By Gabriel Alvarez

By David Coss

David Coss, Mayor

Title owner

And

By _____

ATTEST:

Title _____

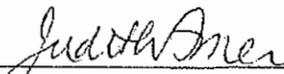
Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk ccntg 10-30-13

370602 CAL GB 98 GS 08
N.M. Contractor's License No. & Type

03181502002
N.M. Taxation & Revenue CRS No.

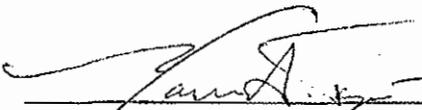
13-00110289
City of Santa Fe Business Registration No.

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 11/14/13

APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR 11/15/13
varies



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor GM Emulsions

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: Not to Exceed \$2,000,000

Termination Date: October 30, 2015

Approved by Council Date: October 30, 2013

or by City Manager Date: _____

Contract is for: RFB 14/10/B - On Call Roadway & Trails Constuction Services

Amendment # 1 to the Original Contract# 13-1181

Increase/(Decrease) Amount \$ 65,949.38

Extend Termination Date to: October 30, 2016

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: Amendment #1 will increase the contract cap of \$2,000,000.00 by the amount of \$65,949.38 inclusive of NMGRT to provide two previously scoped task orders and extend the term for one year expiring on October 30, 2016. The City previously scoped a task order to complete a parking lot renovation at Fire Station 1, a budget transfer was approved on July 29, 2015 to complete this work. The second of the planned tasks was scoped with GM Emulsions to implement bike lane striping on the newly constructed shoulders along Old Santa Fe Trail from Zia Road to Sun Mountain Road.

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ 2,000,000.00 of original Contract# 13-1181 Termination Date: 10/30/2015

Reason: To provide city-wide on call construction services as needed.

Amount \$ 65,949.38 amendment # 1 Termination Date: _____

Reason: To increase cap to construct deteriorating Fire Station #1 Parking Lot and add bike lane markings to Old Santa Fe Trail.



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____
Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____
Total of Original Contract plus all amendments: \$ 2,065,949.38

5 Procurement Method of Original Contract: (complete one of the lines)

RFP RFQ Sole Source Other

6 Procurement History: End of second year of two year contract (two year contract with option to renew for two additional years on a year to year basis pending approval).
example: (First year of 4 year contract)

7 Funding Source: Fire Station 1 Repair / City Wide Bike Lanes **BU/Line Item:** 32215.572500 / 426009.572500

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931

Division Contract Administrator: Becky Casper - *Becky Casper*

Division Director: John Romero

Department Director: Isaac Pino *Isaac Pino*

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: N/A, Existing Construction Agreement

12 Prior year's contract amount?: N/A

13 Describe service impact from an ongoing commitment to the contractor: N/A

14 Why staff cannot perform the work?: Heavy Construction

15 If extending contract, why?: The term is nearly about to expire, in order to complete the task orders already scoped, and the contract allows for an extension on a year to year basis.

16 Was a Santa Fe company awarded contract? If not, why?: Yes

17 Has the contract been approved as to form by City Attorney's Office?: Yes

18 Is this for City Manager or Council approval?: Council Approval



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

To be recorded by City Clerk:

Contract # 13-1181

Date of contract Executed (i.e., signed by all parties): October 30, 2013

Note: If further information needs to be included, attach a separate memo.