

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director *RW*
RW (Apr 21, 2025 13:28 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0224

Vendor Name: GME General Building, LLC.

Munis Vendor Number: 9810

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Construction Contract Item 23-0224 with GME General Building, LLC. to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204021.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with GME General Building, LLC. and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D “Escalation/Reduction Clause” which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor’s request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower than the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:

Amendment #1
Price Increase Justification Letter
Original contract packet
COI

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was **NMSA 1978, Section 13-1-102, ITB - ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: [Signature] **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____



To: City of Santa Fe

Re: On-call Roadway & Trails Construction Services 23/48/B

Topic: Request for 20% escalation to prices and agreement for contract extension.

GME General Building is requesting to extend our contract and request a 20% escalation to all line items attached. Over the last two years the State of New Mexico has increased labor costs and fringe wages every six months on the Wage Decisions from workforce solutions. We have seen the costs of concrete, rebar, emulsions, asphalt, equipment, and several other items continually increase from 20%-30%. The cost of living has continued to increase in Santa Fe and around the state. The maintenance of vehicles and equipment are at an all-time high. We as members of the State and the City of Santa Fe have seen these cost increases in our businesses, city and state operating costs and in our home lives. Another contributing factor is the lack of workforce and material availability which has created longer periods of time to complete projects and lots of overtime on existing employees. We have not yet felt the increases that are expected through new tariff policies, so we believe a 20% increase on all items of this contract is justifiable. This increase will cover this year and last year's escalation per the contract. If the city deems otherwise, we still wish to continue with the extension of our contract and continue our relationship with the City. Thank you for your time and concern about this matter and we are excited about the work in the future.

A handwritten signature in black ink, appearing to read "Erik Trujillo". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Erik Trujillo Vice President



Item# 23-0224
Munis Contract# 3204021

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **GME General Building, LLC.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

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

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

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

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

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

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

5. Compliance with Plans and Specifications

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

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

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

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

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

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

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

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

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

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

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

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

9. Removal of Unacceptable and Unauthorized Work

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

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

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

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

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

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

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

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

- a. Step I. Contractor Notice of Projected Substantial Completion Date
- b. Step II. Completion Conference
- c. Step III. Termination of Contract Time
- d. Step IV. Project Inspection and Development of Punch List
- e. Step V. Notice of Punch List Completion and Request of Final Inspection

- f. Step VI. Final Inspection
- g. Step VII. Contractor Submittal of Final Documentation
- h. Step VIII. Physical Completion and Release of Retainage and Final Payment

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

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

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

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

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

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

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

- a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

- b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
- c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
- d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time

The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule

The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date

The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages

The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

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

6. Cooperation with Utilities

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

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

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

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

b. Non-City Owned Utility Infrastructure

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

c. Utility Owners and Their Contract Information:

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

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

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

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

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

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

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

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be “earth toned”. The City of Santa Fe Historic Preservation Division has selected “Oatmeal Buff” from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

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

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

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

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

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

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

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

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

11. Traffic Control Management

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

Traffic control will be paid on a per day basis for minor and major traffic controls.

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

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	GME General Building, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars (\$10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

- A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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 AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement 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 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. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. 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.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of City ship 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.

2. The City Manager shall provide a written decision on the change request to the Contractor within a maximum of ten (10) business days of receipt of the change request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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, sec. 38-3-2. By execution of this Agreement, 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 Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

23. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. 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 Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. 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.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Erik Trujillo, Vice-President, GME General Building, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, erik@generalbuilding.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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.

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General

Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

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 Agreement 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 Agreement.

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 Agreement 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:

GME General Building, LLC



ERIK TRUJILLO
VICE-PRESIDENT

DATE: 4-19-23

CRS# 03-420217-00-0

Registration # 19-00110289

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK *XIV*
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Apr 18, 2023 16:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (May 12, 2023 18:07 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various

Org. Name/Org#



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe Official Notice of Award

April 26, 2023

Mr. Erik Trujillo
Vice President
GME General Building, LLC.
5935 Agua Fria St.
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Mr. Trujillo,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and GME General Building, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars (\$10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the Task Order will amount to one hundred twenty-five thousand dollars (\$125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
 200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
 Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in Numbers (Dollar & Cents) (AA) GME	Unit Bid Price Written in Numbers (Dollar & Cents) (AB) JDR	Unit Bid Price Written in Numbers (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in Numbers (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	\$22.50	\$15.00	\$15.00	\$12.00
2	203100	Borrow	C.Y.	1	\$25.50	\$20.00	\$25.00	\$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	\$27.80	\$15.00	\$20.00	\$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	\$38.50	\$18.00	\$20.00	\$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	\$15.50	\$40.00	\$10.00	\$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	\$7.50	\$0.50	\$0.50	\$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	\$6.50	\$0.40	\$0.50	\$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	\$5.50	\$0.40	\$0.50	\$0.50
9	208000	Linear Grading	Mile	1	\$2,500.00	\$6,000.00	\$5,000.00	\$7,500.00

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10	209000	Blading and Reshaping	Mile	1	\$5,500.00	\$6,500.00	\$5,000.00	\$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	\$450.00	\$25.00	\$25.00	\$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	\$95.00	\$20.20	\$20.00	\$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	\$5.50	\$2.25	\$2.50	\$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	\$2.25	\$2.50	\$2.50	\$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	\$2.25	\$2.25	\$2.40	\$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	\$2.25	\$2.00	\$2.30	\$2.00
17	303160	Base Course 6"	S.Y.	1	\$13.25	\$15.00	\$14.40	\$12.00
18	403600	Open Graded Friction Course Complete (5/8")	S.Y./IN	1	\$27.50	\$12.00	\$20.00	\$25.00
19	405000	Detour Pavement Construction	S.Y.	1	\$71.50	\$110.00	\$100.00	\$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	\$1,045.00	\$800.00	\$1,000.00	\$950.00
21	407000A	Fog Seal for Roadway	Ton	1	\$1,375.00	\$900.00	\$1,000.00	\$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	\$1,650.00	\$1,000.00	\$1,100.00	\$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	\$165.00	\$180.00	\$175.00	\$150.00
24	408100	Prime Coat Material	Ton	1	\$1,045.00	\$900.00	\$1,100.00	\$950.00
25	411000	Hot Poured Crack Sealing	LB	1	\$3.85	\$3.25	\$3.00	\$3.50

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26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	\$4.95	\$3.20	\$4.00	\$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	\$1.50	\$2.15	\$2.25	\$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	\$1.50	\$2.15	\$2.25	\$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	\$1.50	\$2.15	\$2.25	\$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	\$1.50	\$20.00	\$4.50	\$1.35
31	416000	Minor Pavement	S.Y./IN	1	\$16.50	\$15.00	\$12.00	\$15.00
32	416107	Minor Paving Type I, HMA SP-III	S.Y.	1	\$181.50	\$30.00	\$48.00	\$165.00
33	417000	Miscellaneous Paving	S.Y.	1	\$181.50	\$33.00	\$45.00	\$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	\$55.00	\$15.00	\$10.00	\$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	\$14.30	\$7.00	\$7.65	\$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	\$14.30	\$6.00	\$7.60	\$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	\$14.30	\$5.00	\$7.55	\$13.00
38	423283	HMA SP-IV Complete	Ton	1	\$165.00	\$220.00	\$200.00	\$150.00

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39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y./IN	1	\$14.30	\$10.00	\$7.65	\$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	\$14.30	\$8.00	\$7.60	\$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	\$14.30	\$7.50	\$7.55	\$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	\$250.00	\$5.00	\$25.00	\$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	\$285.00	\$1.95	\$240.00	\$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	\$300.00	\$252.00	\$400.00	\$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	\$1,650.00	\$1,790.00	\$915.00	\$1,760.00
46	511500	Concrete Patch Work (1/4” to 1/2” Thick)	S.F.	1	\$250.00	\$3.50	\$4.00	\$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	\$11.50	\$5.00	\$5.00	\$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	\$1,650.00	\$600.00	\$700.00	\$1,760.00
49	516000	Flowable Fill	C.Y.	1	\$250.00	\$120.00	\$150.00	\$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	\$8.25	\$1.50	\$2.00	\$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	\$2.25	\$2.25	\$2.00	\$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	\$3.35	\$4.50	\$3.00	\$2.50
53	543002A	Metal Railing, Type D	L.F.	1	\$225.00	\$450.00	\$435.00	\$250.00
54	543002B	Metal Railing, Type W	L.F.	1	\$250.00	\$450.00	\$609.00	\$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	\$325.00	\$450.00	\$555.00	\$360.00
56	570012	12" Culvert Pipe	L.F.	1	\$55.00	\$62.00	\$80.00	\$50.00
57	570018	18" Culvert Pipe	L.F.	1	\$77.00	\$94.00	\$110.00	\$70.00
58	570024	24" Culvert Pipe	L.F.	1	\$99.00	\$130.00	\$147.00	\$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	\$825.00	\$450.00	\$550.00	\$750.00
60	570030	30" Culvert Pipe	L.F.	1	\$137.50	\$145.00	\$180.00	\$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	\$1,650.00	\$550.00	\$1,000.00	\$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	\$165.00	\$205.00	\$215.00	\$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	\$2,090.00	\$1,300.00	\$1,400.00	\$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	\$247.50	\$260.00	\$285.00	\$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	\$4,400.00	\$3,800.00	\$3,000.00	\$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	\$110.00	\$140.00	\$115.00	\$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	\$550.00	\$980.00	\$385.00	\$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	\$132.00	\$207.00	\$218.00	\$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	\$836.00	\$1,300.00	\$570.00	\$760.00
70	571000	3/8" Diamond Plate	S.F.	1	\$25.00	\$35.00	\$30.00	\$55.00

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71	601110	Removal of Surfacing	S.Y.	1	\$3.30	\$9.00	\$7.50	\$3.00
72	602010	Riprap Class B	C.Y.	1	\$275.00	\$250.00	\$200.00	\$250.00
73	602030	Riprap Class D	C.Y.	1	\$275.00	\$200.00	\$150.00	\$250.00
74	602060	Riprap Class G	C.Y.	1	\$275.00	\$220.00	\$215.00	\$250.00
75	602200	Gabions with rocks	C.Y.	1	\$385.00	\$280.00	\$340.00	\$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	\$550.00	\$450.00	\$750.00	\$4,500.00
77	603200	Silt Fence	L.F.	1	\$7.50	\$8.00	\$2.50	\$5.50
78	603220	Check Dam Type I	L.F.	1	\$70.00	\$8.00	\$20.00	\$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	\$250.00	\$200.00	\$200.00	\$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	\$250.00	\$200.00	\$250.00	\$200.00
81	603261	Mulch Socks	L.F.	1	\$4.00	\$8.00	\$3.00	\$7.00
82	603262	Composted Mulch Socks	L.F.	1	\$4.00	\$8.00	\$3.50	\$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	\$50.00	\$50.00	\$55.00	\$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	\$130.00	\$130.00	\$140.00	\$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	\$3,000.00	\$3,000.00	\$3,200.00	\$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	\$3,750.00	\$3,750.00	\$4,000.00	\$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	\$55.50	\$18.00	\$20.00	\$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	\$5.50	\$6.50	\$3.50	\$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	\$5.50	\$6.50	\$4.00	\$10.00
92	607026	Chain Link Fence 6'	L.F.	1	\$85.00	\$23.00	\$25.00	\$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	\$225.00	\$45.00	\$200.00	\$250.00
94	607080	Bike Racks	EACH	1	\$1,150.00	\$2,000.00	\$500.00	\$1,300.00
95	607455	Chain Link Gate, 8' X 8'	EACH	1	\$1,250.00	\$1,500.00	\$1,200.00	\$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	\$125.00	\$120.00	\$90.00	\$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	\$115.50	\$115.00	\$90.00	\$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	\$102.50	\$110.00	\$90.00	\$115.00
99	608005	Concrete Sidewalk 4" Colored (1-100 SY)	S.Y.	1	\$135.50	\$140.00	\$130.00	\$150.00
100	608005A	Concrete Sidewalk 4" Colored (101-500 SY)	S.Y.	1	\$125.50	\$135.00	\$130.00	\$140.00
101	608005B	Concrete Sidewalk 4" Colored (501+ SY)	S.Y.	1	\$115.50	\$130.00	\$130.00	\$127.05
102	608106	Drive Pad 6"	S.Y.	1	\$125.50	\$140.00	\$135.00	\$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	\$125.50	\$120.00	\$130.00	\$140.00
104	608300	Detectable Warning Plastic	S.F.	1	\$65.00	\$25.00	\$30.00	\$71.50

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105	608400	Ada Ramp	S.Y.	1	\$4,500.00	\$65.00	\$75.00	\$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	\$135.50	\$140.00	\$140.00	\$150.00
107	609200	Header Curb	L.F.	1	\$30.00	\$35.00	N/B	\$33.00
108	609202	12"-18" Tall Cut-Off Wall	L.F.	1	\$45.00	\$35.00	\$42.60	\$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	\$125.50	\$110.00	\$160.00	\$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	\$40.00	\$28.00	\$42.60	\$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	\$35.00	\$26.00	\$42.60	\$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" Colored , (1-250 LF)	L.F.	1	\$42.00	\$33.00	\$42.60	\$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" Colored , (251+ LF)	L.F.	1	\$38.00	\$31.00	\$42.60	\$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	\$45.00	\$38.00	\$42.60	\$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	\$40.00	\$36.00	\$42.60	\$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" Colored, (1-100 LF)	L.F.	1	\$50.00	\$43.00	\$42.60	\$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" Colored, (101+ LF)	L.F.	1	\$45.00	\$41.00	\$42.60	\$50.00
118	609412	Concrete Vertical Curb & Gutter 6"X12"	L.F.	1	\$35.00	\$26.00	\$42.60	\$38.50
119	609418	Concrete Vertical Curb & Gutter 6"X18", (1-25 LF)	L.F.	1	\$45.00	\$28.00	\$42.60	\$50.00
120	609418A	Concrete Vertical Curb & Gutter 6"X18", (26-250 LF)	L.F.	1	\$40.00	\$26.00	\$42.60	\$44.00
121	609418B	Concrete Vertical Curb & Gutter 6"X18", (251+ LF)	L.F.	1	\$35.00	\$26.00	\$42.60	\$38.50
122	609418C	Concrete Vertical Curb & Gutter 6"X18" Colored, (1-25 LF)	L.F.	1	\$50.00	\$33.00	\$42.60	\$55.00
123	609418D	Concrete Vertical Curb & Gutter 6"X18" Colored, (26-250 LF)	L.F.	1	\$45.00	\$31.00	\$42.60	\$50.00
124	609418E	Concrete Vertical Curb & Gutter 6"X18" Colored (251+ LF)	L.F.	1	\$40.00	\$31.00	\$42.60	\$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	\$45.00	\$38.00	\$42.60	\$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" Colored	L.F.	1	\$50.00	\$43.00	\$42.60	\$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	\$55.00	\$40.00	\$42.60	\$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	\$50.00	\$40.00	\$42.60	\$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	\$45.00	\$38.00	\$42.60	\$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" Colored (1-30 LF)	L.F.	1	\$60.00	\$45.00	\$42.60	\$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" Colored (31-250 LF)	L.F.	1	\$55.00	\$45.00	\$42.60	\$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" Colored , (251+ LF)	L.F.	1	\$50.00	\$43.00	\$42.60	\$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	\$125.00	\$45.00	\$75.00	\$137.50

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134	609600A	Concrete Valley Gutter and Fillet Colored, 6" X Variable Width	L.F.	1	\$130.00	\$50.00	\$75.00	\$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	\$30.00	\$42.00	\$50.00	\$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	\$70.00	\$80.00	\$100.00	\$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	\$45.00	\$34.00	\$42.60	\$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	\$40.00	\$32.00	\$42.60	\$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	\$35.00	\$32.00	\$42.60	\$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" Colored (1-25 LF)	L.F.	1	\$50.00	\$39.00	\$42.60	\$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" Colored (26-250 LF)	L.F.	1	\$45.00	\$37.00	\$42.60	\$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" Colored (251+ LF)	L.F.	1	\$40.00	\$37.00	\$42.60	\$44.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in Numbers (Dollar & Cents) (AA) GME	Unit Bid Price Written in Numbers (Dollar & Cents) (AB) JDR	Unit Bid Price Written in Numbers (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in Numbers (Dollar & Cents) (AD) GM Emulsion
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	\$125.00	\$150.00	\$85.00	\$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	\$1,050.00	\$220.00	\$2,100.00	\$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	\$850.00	\$110.00	\$1,100.00	\$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	\$15,000.00	\$13,000.00	\$8,500.00	\$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	\$8,500.00	\$8,000.00	\$9,500.00	\$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4'	EACH	1	\$35,000.00	\$15,000.00	\$9,500.00	\$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	\$13,500.00	\$11,000.00	\$8,500.00	\$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	\$9,500.00	\$10,000.00	\$8,500.00	\$35,000.00
151	623600	Junction Box	EACH	1	\$4,200.00	\$600.00	\$5,000.00	\$25,000.00
152	623999	Modify Existing Inlet	EACH	1	\$12,500.00	\$3,000.00	\$3,500.00	\$10,000.00
153	632000	Class A Seeding	ACRE	1	\$11,000.00	\$8,712.00	\$10,000.00	\$15,750.00
154	632020	Class C Seeding	ACRE	1	\$29,000.00	\$15,300.00	\$25,000.00	\$35,000.00
155	632100	Manhole Extension	EACH	1	\$1,400.00	\$600.00	\$1,000.00	\$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	\$850.00	\$2,500.00	\$2,500.00	\$5,000.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in Numbers (Dollar & Cents) (AA) GME	Unit Bid Price Written in Numbers (Dollar & Cents) (AB) JDR	Unit Bid Price Written in Numbers (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in Numbers (Dollar & Cents) (AD) GM Emulsion
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	\$1,950.00	\$950.00	\$1,500.00	\$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	\$1,250.00	\$400.00	\$500.00	\$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	\$5,500.00	\$7,000.00	\$100,000.00	\$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	\$8,250.00	\$7,500.00	\$3,500.00	\$7,500.00
161	663850	Water Valve Adjustment	EACH	1	\$800.00	\$400.00	\$1,000.00	\$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	\$450.00	\$300.00	\$850.00	\$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	\$450.00	\$200.00	\$350.00	\$500.00
164	667209	Crusher Fines	C.Y.	1	\$175.00	\$35.00	\$50.00	\$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	\$75.00	\$15.00	\$40.00	\$70.00
166	667500	Bollard	EACH	1	\$1,200.00	\$850.00	\$350.00	\$1,500.00
167	667501	Parking Bumpers	EACH	1	\$250.00	\$190.00	\$100.00	\$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	\$175.00	\$120.00	\$115.00	\$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	\$225.00	\$100.00	\$100.00	\$250.00
170	667515	Litter Receptacle	EACH	1	\$850.00	\$900.00	\$500.00	\$935.00
171	667520A	Park Bench 6'	EACH	1	\$1,050.00	\$1,000.00	\$1,000.00	\$1,155.00
172	667520B	Park Bench 8'	EACH	1	\$1,250.00	\$1,200.00	\$1,100.00	\$1,375.00
173	701000	Panel Signs	S.F.	1	\$32.50	\$39.00	\$30.00	\$30.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in Numbers (Dollar & Cents) (AA) GME	Unit Bid Price Written in Numbers (Dollar & Cents) (AB) JDR	Unit Bid Price Written in Numbers (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in Numbers (Dollar & Cents) (AD) GM Emulsion
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	\$18.50	\$20.00	\$15.00	\$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	\$850.00	\$500.00	\$185.00	\$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	\$18.50	\$0.20	\$20.00	\$12.00
178	702110	Portable Sign Support	EACH	1	\$165.00	\$2.00	\$150.00	\$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	\$85.00	\$0.60	\$3.50	\$5.00
181	702610	Portable Changeable Message Sign	EACH	1	\$14,500.00	\$22,353.50	\$20,000.00	\$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	\$45,000.00	\$22,300.00	\$23,400.00	\$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	\$65,000.00	\$75,400.00	\$75,000.00	\$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	\$50.00	\$45.00	\$19.00	\$10.00
185	704000	RetroreflectORIZED Painted Markings 4" (Layout Inclusive)	L.F.	1	\$1.25	\$1.00	\$0.50	\$1.00
186	704004	RetroreflectORIZED Painted Markings 12" (Layout Inclusive)	L.F.	1	\$3.25	\$5.00	\$9.00	\$5.00

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187	704099	Temporary Retroreflectized Painted Markings 4"	L.F.	1	\$1.25	\$1.00	\$0.50	\$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	\$5.00	\$3.00	\$1.75	\$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	\$22.50	\$3.00	\$10.25	\$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	\$18.50	\$15.00	\$9.00	\$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	\$350.00	\$400.00	\$175.00	\$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	\$250.00	\$300.00	\$125.00	\$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	\$225.00	\$300.00	\$125.00	\$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	\$225.00	\$250.00	\$125.00	\$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	\$275.00	\$350.00	\$165.00	\$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	\$95.00	\$50.00	\$18.00	\$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	\$275.00	\$300.00	\$315.00	\$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	\$350.00	\$450.00	\$165.00	\$160.00
199	704754	Hot Thermoplastic Stripe 4"	L.F.	1	\$1.75	\$0.80	\$1.00	\$1.00

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200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	\$4.60	\$8.00	\$4.50	\$5.00
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	\$5.00	\$7.50	\$5.00	\$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	\$14.50	\$16.00	\$14.50	\$15.00
203	704764	Hot Thermoplastic Stripe 24"	L.F.	1	\$8.80	\$15.00	\$9.00	\$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	\$22.40	\$32.00	\$22.50	\$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	\$478.50	\$1,400.00	\$475.00	\$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	\$478.50	\$1,400.00	\$475.00	\$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	\$407.00	\$750.00	\$400.00	\$410.00

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208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	\$407.00	\$750.00	\$400.00	\$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	\$308.00	\$750.00	\$300.00	\$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	\$368.50	\$1,300.00	\$375.00	\$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	\$368.50	\$1,400.00	\$375.00	\$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	\$368.50	\$1,400.00	\$375.00	\$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	\$291.50	\$1,200.00	\$300.00	\$300.00

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214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	1	\$291.50	\$1,000.00	\$300.00	\$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	1	\$379.50	\$1,200.00	\$375.00	\$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	1	\$12.65	\$200.00	\$12.50	\$15.00
217	706110	Service Riser (Lighting)	EACH	1	\$550.00	\$3,170.00	\$3,330.00	\$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	1	\$11,880.00	\$11,700.00	\$12,000.00	\$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	1	\$3,190.00	\$8,780.00	\$9,200.00	\$9,658.00
220	707530	Type V Standard, 30'	EACH	1	\$4,730.00	\$5,120.00	\$5,375.00	\$5,635.00
221	707540	Type V Standard, 40'	EACH	1	\$5,280.00	\$7,920.00	\$8,300.00	\$8,712.00
222	707550	Type V Standard, 50'	EACH	1	\$5,830.00	\$11,530.00	\$12,100.00	\$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	1	\$6,820.00	\$5,526.00	\$5,800.00	\$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	1	\$935.00	\$752.00	\$790.00	\$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	1	\$2,640.00	\$2,169.00	\$2,275.00	\$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	1	\$3,410.00	\$5,583.00	\$5,860.00	\$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	1	\$21.50	\$18.00	\$19.00	\$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	1	\$33.50	\$25.00	\$26.00	\$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	1	\$47.50	\$31.00	\$32.50	\$50.00
230	710000	Electrical Pull Box (Standard)	EACH	1	\$3,960.00	\$1,215.00	\$1,295.00	\$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	1	\$4,620.00	\$1,305.00	\$1,370.00	\$1,500.00
232	711102	Single Conductor 2	L.F.	1	\$6.60	\$5.40	\$5.75	\$6.00

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233	711230	Single Conductor 3/0	L.F.	1	\$14.00	\$9.40	\$9.90	\$10.50
234	716701	LED Roadway Luminaire	EACH	1	\$935.00	\$760.00	\$800.00	\$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	1	\$14,500.00	\$6,500.00	\$10,000.00	\$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	1	\$1.25	\$3.00	\$1.00	\$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	1	\$200.00	\$500.00	\$135.00	\$140.00

Bidder's Total Cost \$428,242.35 \$522,202.60 \$460,581.10 \$457,535.45

EXCEL Calculation \$428,242.35 \$372,682.00 \$460,611.10 \$457,535.45

DIFFERENCE \$0.00 \$149,520.60 -\$30.00 \$0.00

ATTACHMENT 2
LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in Numbers (Dollar & Cents) (AA) GME	Unit Bid Price Written in Numbers (Dollar & Cents) (AB) JDR	Unit Bid Price Written in Numbers (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in Numbers (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	\$8,250.00	\$10,000.00	\$13,000.00	\$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC)	L.S.	1	\$38,500.00	\$30,000.00	\$20,000.00	\$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	\$5,500.00	\$6,500.00	\$6,000.00	\$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	\$19,800.00	\$10,000.00	\$50,000.00	\$18,000.00
5	617003	Video Recording	L.S.	1	\$600.00	\$5,000.00	\$500.00	\$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	\$2,500.00	\$3,000.00	\$500.00	\$5,000.00
7	621000	Mobilization	L.S.	1	\$2,000.00	\$30,000.00	\$10,000.00	\$50,000.00

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8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	\$5,500.00	\$4,000.00	\$2,500.00	\$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	\$44,000.00	\$55,435.00	\$55,000.00	\$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	\$11,000.00	\$4,503.00	\$4,500.00	\$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	\$1,650.00	\$1,309.80	\$1,375.00	\$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	\$139,989.00	\$190,000.00	\$199,500.00	\$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	\$137,500.00	\$112,000.00	\$118,000.00	\$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	\$27,500.00	\$30,000.00	\$20,000.00	\$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	\$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	\$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	\$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	\$41,800.00	\$35,070.20	\$2,000.00	\$38,122.26
		Total 1-18			\$501,089.00	\$553,818.00	\$550,375.00	\$529,911.29

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	L1	Clearing and grubbing	S.F.	48,700	\$2,750.00	\$12,000.00	\$2,435.00	\$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	\$5,912.50	\$14,500.00	\$6,450.00	\$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	\$3,300.00	\$4,000.00	\$3,000.00	\$3,000.00
	L4	Tree preservation fencing	L.F.	292	\$1,606.00	\$2,000.00	\$2,920.00	\$1,460.00
	L5	4" Concrete	S.F.	685	\$10,450.00	\$6,165.00	\$7,535.00	\$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	\$220.00	\$800.00	\$800.00	\$200.00
	L7	Mulch – general	S.F.	500	\$8,250.00	\$1,400.00	\$250.00	\$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	\$3,025.00	\$11,500.00	\$2,200.00	\$2,750.00
	L9	Shade tree, 1.5" caliper	EACH	3	\$825.00	\$2,300.00	\$450.00	\$750.00
	L10	Revegetation seeding	S.F.	43,500	\$5,500.00	\$10,875.00	\$10,875.00	\$5,000.00
		Total of Scenario #19			\$41,838.50 *Purchasing's Calculations	\$65,540.00	\$36,915.00 *Purchasing's Calculations	\$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	\$41,800.00 *Bidder's Calculations	\$65,540.00	\$46,590.00 *Bidder's Calculations	\$38,125.00

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20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	\$17,600.00	\$5,000.00	\$9,600.00	\$38,125.00
		Total Attachment #2			\$560,527.50	\$624,358.00	\$596,890.00	\$606,161.29
		*Purchasing's Calculations			\$988,769.85	\$997,040.00	\$1,057,501.10	\$1,063,696.74
		*Purchasing's Calculations			*Does not match		*Does not match	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

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

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

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

COVERAGES

CERTIFICATE NUMBER: 857642945

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60511880	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60511880	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired and Non-Owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60511880	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-100-0006394-2025A	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Project: Any and All Jobs

See Attached...

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

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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



WAIVER OF SUBROGATION

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

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

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/11/2024

Countersigned by

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

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

1. **Extended Property Damage**

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

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

2. **Expanded Fire Legal Liability**

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

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

3. **Non-Owned Watercraft**

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

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

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

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

5. **Property Damage Liability – Elevators**

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

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

B. The following coverages are added:

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

“Property damage” to property of others caused by the insured:

a. While in your possession; or

b. Arising out of “your work”.

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

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

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

j. Damage to Property

"Property damage" to:

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

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

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

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

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

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

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

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

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

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

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

2. Exclusions

This insurance does not apply to:

p. Electronic data

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

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

- b. "Property damage" means:

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

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

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

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. Insuring Agreement

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

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

b. Exclusions

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

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

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

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

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

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

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

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

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

3. Loss of Earnings

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

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

4. The following language is added to Item 1.

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

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

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

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

B. The following provisions are added:


4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

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

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

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

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

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

6. Additional Insured - Vendors

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

However:

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

8. Additional Insured – Managers or Lessors of Premises

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

This insurance does not apply to:

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

However:

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

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

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

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

10. Additional Insured- Employee Injury to Another Employee

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

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

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

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

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

SECTION III - LIMITS OF INSURANCE

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

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

B. The following are added:

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

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

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

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

10. Aggregate Limits of Insurance (Per Location)

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

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

11. Aggregate Limits of Insurance (Per Project)

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

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

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

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

Whichever is less.

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

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

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

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

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

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

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

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

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

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

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

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

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

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

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

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

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

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

B. The following are added:

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

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

11. Blanket Waiver Of Subrogation

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

12. Liberalization

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

13. Unintentional Failure to Disclose All Hazards

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

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

In event of a "product recall", you must

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

SECTION V – DEFINITIONS

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

f.(1) Equipment designed primarily for:

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

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

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

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

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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

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

B. BROADENED LIABILITY COVERAGES

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

(Broad Form Insured)

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

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

(Employee as Insureds)

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

(Additional Insured Status by Contract, Agreement or Permit)

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

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

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

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

C. BROADENED SUPPLEMENTARY PAYMENTS

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

(Bail Bond Coverage)

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

(Loss of Earnings Coverage)

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

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

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

5. Fellow Employee

"Bodily Injury":

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

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

E. BROADENED PHYSICAL DAMAGE COVERAGES

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

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

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

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

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

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

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

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

(Extra Expense – Theft)

c. Theft Recovery Expense

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

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

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

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

(Personal Effects Coverage)

e. Personal Effects

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

(Personal Property of Others)

f. Personal Property of Others

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

(Locksmith Coverage)

g. Locksmith Coverage

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

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

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

(Airbag Accidental Discharge)

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

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

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

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

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

(Auto Loan/Lease Total Loss Protection)

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

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

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

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

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

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

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

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

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

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

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

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

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

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

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

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

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

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

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

(2) Limit of Insurance For This Section

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

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

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

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

(4) Definitions For This Section

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

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

(Mental Anguish)

M. MENTAL ANGUISH

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

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

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

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

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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

(16) War

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
 - (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.
 - (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
 - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph **2.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **III** – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

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

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
- 24.** "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
- 25.** "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
- 26.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 27.** "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 28.** "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

AUTO LIABILITY FOLLOW FORM

In the event that valid "underlying insurance" for the full limit of insurance as shown in the Schedule of Underlying Insurance exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured, coverage provided by this policy will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

The provisions, exclusions and limitations apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto" that is owned or operated by or rented or loaned to any insured.

The provisions, exclusions and limitations do not apply to:

1. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured; or
2. "Bodily injury" or "property damage" arising out of:
 - a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - b. The operation of any equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

In the event the operation of any "auto" is excluded from the application of "underlying insurance", then no coverage under this policy will be provided to any insured.

In the event that punitive, multiple or exemplary damages are excluded from the application of "underlying insurance", they shall likewise be excluded from the application of coverage provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

Item# _____
Munis Contract# 3204021
Original Contract Item# 23-0224
ITB #: 23/48/B

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0224**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and GME General Building, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

B. Pursuant to Article 14 of the Contract, 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. COMPENSATION.

Article 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly it impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.


CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

GME General Building, LLC.



ERIK TRUJILLO
VICE-PRESIDENT

DATE: Apr 10, 2025

CRS#03-420217-00-0

Registration # 19-00110289

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2025 15:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ATTACHMENT #1

**CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer**

BID OPENING DATE: 3/14/23 2:00PM MST

ITB # 23/48/B - On-Call Roadway and Trails Construction Services

Awarded Contractor: GME General Building, LLC. (Item # 23-0224; Munis # 3204021)

Item #	Bid Item	Item description	Unit of Measure	Quantity	Current Unit Price Written in Numbers (Dollars & Cents)	Proposed New Unit Price Written in Numbers (Dollars & Cents)	Percentage of Increase/ (Decrease)
1	203000	Unclassified Excavation	C.Y.	1	\$22.50	\$27.00	20%
2	203100	Borrow	C.Y.	1	\$25.50	\$30.60	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	\$27.80	\$33.36	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	\$38.50	\$46.20	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	\$15.50	\$18.60	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	\$7.50	\$9.00	20%
7	207000A	Subgrade Preparation	S.Y./IN	1	\$6.50	\$7.80	20%

7		(501-1,500 SY/IN)		1	\$0.50	\$7.80	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	\$5.50	\$6.60	20%
9	208000	Linear Grading	Mile	1	\$2,500.00	\$3,000.00	20%
10	209000	Blading and Reshaping	Mile	1	\$5,500.00	\$6,600.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	\$450.00	\$540.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	\$95.00	\$114.00	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	\$5.50	\$6.60	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	\$2.25	\$2.70	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	\$2.25	\$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	\$2.25	\$2.70	20%
17	303160	Base Course 6"	S.Y.	1	\$13.25	\$15.90	20%
18	403600	Open Graded Friction Course Complete (5/8")	S.Y./IN	1	\$27.50	\$33.00	20%
19	405000	Detour Pavement Construction	S.Y.	1	\$71.50	\$85.80	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	\$1,045.00	\$1,254.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	\$1,375.00	\$1,650.00	20%
22	407000B	Fog Seal for Trails	Ton	1	\$1,650.00	\$1,980.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	\$165.00	\$198.00	20%
24	408100	Prime Coat Material	Ton	1	\$1,045.00	\$1,254.00	20%
25	411000	Hot Poured Crack Sealing	LB	1	\$3.85	\$4.62	20%

26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	\$4.95	\$5.94	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	\$1.50	\$1.80	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	\$1.50	\$1.80	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	\$1.50	\$1.80	20%
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	\$1.50	\$1.80	20%
31	416000	Minor Pavement	S.Y./IN	1	\$16.50	\$19.80	20%
32	416107	Minor Paving Type I, HMA SP-III	S.Y.	1	\$181.50	\$217.80	20%
33	417000	Miscellaneous Paving	S.Y.	1	\$181.50	\$217.80	20%
34	417100	Asphalt Curb (6" Width)	L.F.	1	\$55.00	\$66.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	\$14.30	\$17.16	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	\$14.30	\$17.16	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	\$14.30	\$17.16	20%
38	423283	HMA SP-IV Complete	Ton	1	\$165.00	\$198.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	\$14.30	\$17.16	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	\$14.30	\$17.16	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	\$14.30	\$17.16	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind doweled & wire mesh)	S.Y./IN	1	\$250.00	\$300.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	\$285.00	\$342.00	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	\$300.00	\$360.00	20%
45	511000	Structural Concrete, CL A	C.Y.	1	\$1,650.00	\$1,980.00	20%
46	511500	Concrete Patch Work (1/4” to 1/2” Thick)	S.F.	1	\$250.00	\$300.00	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	\$11.50	\$13.80	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	\$1,650.00	\$1,980.00	20%
49	516000	Flowable Fill	C.Y.	1	\$250.00	\$300.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	\$8.25	\$9.90	20%
51	540060	Reinforcing Bars Grade 60	LB	1	\$2.25	\$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	\$3.35	\$4.02	20%
53	543002A	Metal Railing, Type D	L.F.	1	\$225.00	\$270.00	20%
54	543002B	Metal Railing, Type W	L.F.	1	\$250.00	\$300.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	\$325.00	\$390.00	20%
56	570012	12" Culvert Pipe	L.F.	1	\$55.00	\$66.00	20%
57	570018	18" Culvert Pipe	L.F.	1	\$77.00	\$92.40	20%
58	570024	24" Culvert Pipe	L.F.	1	\$99.00	\$118.80	20%
59	570025	24" Culvert Pipe End Section	EACH	1	\$825.00	\$990.00	20%
60	570030	30" Culvert Pipe	L.F.	1	\$137.50	\$165.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	\$1,650.00	\$1,980.00	20%
62	570036	36" Culvert Pipe	L.F.	1	\$165.00	\$198.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	\$2,090.00	\$2,508.00	20%
64	570048	48" Culvert Pipe	L.F.	1	\$247.50	\$297.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	\$4,400.00	\$5,280.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	\$110.00	\$132.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	\$550.00	\$660.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	\$132.00	\$158.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	\$836.00	\$1,003.20	20%
70	571000	3/8" Diamond Plate	S.F.	1	\$25.00	\$30.00	20%
71	601110	Removal of Surfacing	S.Y.	1	\$3.30	\$3.96	20%
72	602010	Riprap Class B	C.Y.	1	\$275.00	\$330.00	20%
73	602030	Riprap Class D	C.Y.	1	\$275.00	\$330.00	20%
74	602060	Riprap Class G	C.Y.	1	\$275.00	\$330.00	20%
75	602200	Gabions with rocks	C.Y.	1	\$385.00	\$462.00	20%

76	603100	Temporary Soil Stabilant	ACRE	1	\$550.00	\$660.00	20%
77	603200	Silt Fence	L.F.	1	\$7.50	\$9.00	20%
78	603220	Check Dam Type I	L.F.	1	\$70.00	\$84.00	20%
79	603250	Drop Inlet Protection Type I	EACH	1	\$250.00	\$300.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	\$250.00	\$300.00	20%
81	603261	Mulch Socks	L.F.	1	\$4.00	\$4.80	20%
82	603262	Composted Mulch Socks	L.F.	1	\$4.00	\$4.80	20%
83	606000	Metal Barrier W-Beam	L.F.	1	\$50.00	\$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	\$130.00	\$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	\$3,000.00	\$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	\$4,500.00	\$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	\$3,750.00	\$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	\$4,500.00	\$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	\$55.50	\$66.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	\$5.50	\$6.60	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	\$5.50	\$6.60	20%
92	607026	Chain Link Fence 6'	L.F.	1	\$85.00	\$102.00	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	\$225.00	\$270.00	20%
94	607080	Bike Racks	EACH	1	\$1,150.00	\$1,380.00	20%
95	607455	Chain Link Gate, 8' X 8'	EACH	1	\$1,250.00	\$1,500.00	20%

96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	\$125.00	\$150.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	\$115.50	\$138.60	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	\$102.50	\$123.00	20%
99	608005	Concrete Sidewalk 4" Colored (1-100 SY)	S.Y.	1	\$135.50	\$162.60	20%
100	608005A	Concrete Sidewalk 4" Colored (101-500 SY)	S.Y.	1	\$125.50	\$150.60	20%
101	608005B	Concrete Sidewalk 4" Colored (501+ SY)	S.Y.	1	\$115.50	\$138.60	20%
102	608106	Drive Pad 6"	S.Y.	1	\$125.50	\$150.60	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	\$125.50	\$150.60	20%
104	608300	Detectable Warning Plastic	S.F.	1	\$65.00	\$78.00	20%
105	608400	Ada Ramp	S.Y.	1	\$4,500.00	\$5,400.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	\$135.50	\$162.60	20%
107	609200	Header Curb	L.F.	1	\$30.00	\$36.00	20%
108	609202	12"-18" Tall Cut-Off Wall	L.F.	1	\$45.00	\$54.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	\$125.50	\$150.60	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	\$40.00	\$48.00	20%
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	\$35.00	\$42.00	20%

112	609318B	Concrete Sloped Curb and Gutter 6" X 18" Colored, (1-250 LF)	L.F.	1	\$42.00	\$50.40	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" Colored, (251+ LF)	L.F.	1	\$38.00	\$45.60	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	\$45.00	\$54.00	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	\$40.00	\$48.00	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" Colored, (1-100 LF)	L.F.	1	\$50.00	\$60.00	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" Colored, (101+ LF)	L.F.	1	\$45.00	\$54.00	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	\$35.00	\$42.00	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	\$45.00	\$54.00	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	\$40.00	\$48.00	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	\$35.00	\$42.00	20%
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" Colored, (1-25 LF)	L.F.	1	\$50.00	\$60.00	20%

123	609418D	Concrete Vertical Curb & Gutter B 6"X18" Colored, (26-250 LF)	L.F.	1	\$45.00	\$54.00	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" Colored (251+ LF)	L.F.	1	\$40.00	\$48.00	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	\$45.00	\$54.00	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" Colored	L.F.	1	\$50.00	\$60.00	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	\$55.00	\$66.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	\$50.00	\$60.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	\$45.00	\$54.00	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" Colored (1-30 LF)	L.F.	1	\$60.00	\$72.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" Colored (31-250 LF)	L.F.	1	\$55.00	\$66.00	20%
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" Colored, (251+ LF)	L.F.	1	\$50.00	\$60.00	20%

133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	\$125.00	\$150.00	20%
134	609600A	Concrete Valley Gutter and Fillet Colored , 6" X Variable Width	L.F.	1	\$130.00	\$156.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	\$30.00	\$36.00	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	\$70.00	\$84.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	\$45.00	\$54.00	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	\$40.00	\$48.00	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	\$35.00	\$42.00	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" Colored (1-25 LF)	L.F.	1	\$50.00	\$60.00	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" Colored (26-250 LF)	L.F.	1	\$45.00	\$54.00	20%
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" Colored (251+ LF)	L.F.	1	\$40.00	\$48.00	20%

143	609999	Concrete Curb Returns (Complete)	S.Y.	1	\$125.00	\$150.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	\$1,050.00	\$1,260.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	\$850.00	\$1,020.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	\$15,000.00	\$18,000.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	\$8,500.00	\$10,200.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4'	EACH	1	\$35,000.00	\$42,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	\$13,500.00	\$16,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	\$9,500.00	\$11,400.00	20%
151	623600	Junction Box	EACH	1	\$4,200.00	\$5,040.00	20%
152	623999	Modify Existing Inlet	EACH	1	\$12,500.00	\$15,000.00	20%
153	632000	Class A Seeding	ACRE	1	\$11,000.00	\$13,200.00	20%
154	632020	Class C Seeding	ACRE	1	\$29,000.00	\$34,800.00	20%
155	632100	Manhole Extension	EACH	1	\$1,400.00	\$1,680.00	20%
156	662300	Tie to Existing Manhole	EACH	1	\$850.00	\$1,020.00	20%
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	\$1,950.00	\$2,340.00	20%
158	662500	Manhole Frame and Cover	EACH	1	\$1,250.00	\$1,500.00	20%

159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	\$5,500.00	\$6,600.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	\$8,250.00	\$9,900.00	20%
161	663850	Water Valve Adjustment	EACH	1	\$800.00	\$960.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	\$450.00	\$540.00	20%
163	667110	Mailbox Installation - Single	EACH	1	\$450.00	\$540.00	20%
164	667209	Crusher Fines	C.Y.	1	\$175.00	\$210.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	\$75.00	\$90.00	20%
166	667500	Bollard	EACH	1	\$1,200.00	\$1,440.00	20%
167	667501	Parking Bumpers	EACH	1	\$250.00	\$300.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	\$175.00	\$210.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	\$225.00	\$270.00	20%
170	667515	Litter Receptacle	EACH	1	\$850.00	\$1,020.00	20%
171	667520A	Park Bench 6'	EACH	1	\$1,050.00	\$1,260.00	20%
172	667520B	Park Bench 8'	EACH	1	\$1,250.00	\$1,500.00	20%
173	701000	Panel Signs	S.F.	1	\$32.50	\$39.00	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	\$850.00	\$1,020.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	\$18.50	\$22.20	20%

177	702000	Construction Signing	S.F.	1	\$18.50	\$22.20	20%
178	702110	Portable Sign Support	EACH	1	\$165.00	\$198.00	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	\$85.00	\$102.00	20%
181	702610	Portable Changeable Message Sign	EACH	1	\$14,500.00	\$17,400.00	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	\$45,000.00	\$54,000.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	\$65,000.00	\$78,000.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	\$50.00	\$60.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	\$1.25	\$1.50	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	\$3.25	\$3.90	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	\$1.25	\$1.50	20%
188	704100	Removable Marking Tape 4"	L.F.	1	\$5.00	\$6.00	20%
189	704104	Removable Marking Tape 12"	L.F.	1	\$22.50	\$27.00	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	\$18.50	\$22.20	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	\$350.00	\$420.00	20%

192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	\$250.00	\$300.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	\$225.00	\$270.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	\$225.00	\$270.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	\$275.00	\$330.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	\$95.00	\$114.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	\$275.00	\$330.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	\$350.00	\$420.00	20%
199	704754	Hot Thermoplastic Stripe 4"	L.F.	1	\$1.75	\$2.10	20%
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	\$4.60	\$5.52	20%
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	\$5.00	\$6.00	20%

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”- 3801-ES 3M Tape	L.F.	1	\$14.50	\$17.40	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	\$8.80	\$10.56	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”- 3801-ES 3M Tape	L.F.	1	\$22.40	\$26.88	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	\$478.50	\$574.20	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	\$478.50	\$574.20	20%
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	\$407.00	\$488.40	20%

208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	\$407.00	\$488.40	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	\$308.00	\$369.60	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	\$368.50	\$442.20	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	\$368.50	\$442.20	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801- ES 3M, Tape	EACH	1	\$368.50	\$442.20	20%
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	\$291.50	\$349.80	20%

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801- ES 3M Tape	EACH	1	\$291.50	\$349.80	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	1	\$379.50	\$455.40	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	1	\$12.65	\$15.18	20%
217	706110	Service Riser (Lighting)	EACH	1	\$550.00	\$660.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	1	\$11,880.00	\$14,256.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	1	\$3,190.00	\$3,828.00	20%
220	707530	Type V Standard, 30'	EACH	1	\$4,730.00	\$5,676.00	20%
221	707540	Type V Standard, 40'	EACH	1	\$5,280.00	\$6,336.00	20%
222	707550	Type V Standard, 50'	EACH	1	\$5,830.00	\$6,996.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	1	\$6,820.00	\$8,184.00	20%
224	707801	Remove & Reset Type I Standard Complete	EACH	1	\$935.00	\$1,122.00	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	1	\$2,640.00	\$3,168.00	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	1	\$3,410.00	\$4,092.00	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	1	\$21.50	\$25.80	20%

228	709030	Rigid Electrical Conduit 3"	L.F.	1	\$33.50	\$40.20	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	1	\$47.50	\$57.00	20%
230	710000	Electrical Pull Box (Standard)	EACH	1	\$3,960.00	\$4,752.00	20%
231	710010	Electrical Pull Box (Large)	EACH	1	\$4,620.00	\$5,544.00	20%
232	711102	Single Conductor 2	L.F.	1	\$6.60	\$7.92	20%
233	711230	Single Conductor 3/0	L.F.	1	\$14.00	\$16.80	20%
234	716701	LED Roadway Luminaire	EACH	1	\$935.00	\$1,122.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	1	\$14,500.00	\$17,400.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	1	\$1.25	\$1.50	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	1	\$200.00	\$240.00	20%

Bidder's Total

\$428,242.35

Cost

EXCEL

\$428,242.35

\$513,890.82

Caclulation

DIFFERENCE

\$0.00

\$85,648.47

20%











GB 600 GME General Builders Amendment 1 dept

Final Audit Report


2025-05-01

Created:	2025-04-28
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
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