



The Purchasing Memo

Date: May 20, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director 
Regina Wheeler (May 23, 2025 10:12 MDT)

From: Jennifer Morrow, PE Complete Streets Division Director 
Jennifer Morrow (May 23, 2025 08:59 MDT)

Subject: On-Call Bridge and Culvert Maintenance and Repair

Vendor Name: AUI Inc.

Munis Vendor Number: 10435

ACTION:

Request for approval of a Construction Contract in the total amount not to exceed \$4,000,000 including NMGRT for On-Call Bridge and Culvert Maintenance and Repair Services for a term of Four Years with AUI Inc. (Jennifer Morrow, PW Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250431.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Works Department is establishing two on call contracts for construction services to support bridge and culvert infrastructure projects. Having two companies under contract that can perform bridge and culvert infrastructure projects provides capacity and expertise for necessary bridge and culvert maintenance and repair work throughout the City. Having multiple vendors under on-call contract also facilitates the solicitation of multiple quotations on any piece of work and selection of best value provider for a particular task.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$4,000,000 over 4 years. Execution of this agreement does not constitute any promise to purchase any amount of work. Funds for these services will be identified and budgeted, as needed, for each individual capital improvement project.

ATTACHMENTS:

Construction Contract
Procurement document: Statewide Price Agreement
Certificate of Liability Insurance (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:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The New Mexico Statewide Price Agreement #30-80500-22-16992 expires on March 23, 2026.

Chief Procurement Officer (CPO) / Designee:  **Date:** 05/28/2025

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: _____

CITY OF SANTA FE
CONSTRUCTION CONTRACT

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

Contractor shall provide on-call bridge and culvert construction services based on State Price Agreement 30-80500-22-16992 with the scope of work of which is incorporated into this contract. Work includes, but is not limited to, construction and repairs of bridge deck surfacing and overlay, railing, substructure, superstructure elements, erosion protection and slope paving, concrete, culvert and headwalls. Associated work shall also include all aspects of traffic control, permitting including assisting with Army Corps of Engineers permits as necessary. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The City’s Engineers, Project Managers and Project Administrators (collectively “Project Manager”) may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder. Once a need is identified, the Project Manager will issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in their ITB, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City’s Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Per Task Order

C. Distribution:

City Public Works Department
737 Agua Fria Street
Santa Fe, NM 87501

Contractor AUI, Inc.
7420 Reading Avenue SE
Albuquerque, NM 87105

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed , such compensation not to exceed Four Million Dollars (\$4,000,000), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed Four Million dollars (\$4,000,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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 1, 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.

The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed Four Million dollars (\$4,000,000). The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one million dollars (\$1,000,000) including gross receipts tax per fiscal year in FY25 through FY29.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City.

All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked..

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate four **(4) years from date of final signature**.

4. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of

material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this

Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions

made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, State Price Agreement 30-80500-22-16992, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Other Insurance

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

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

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

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall 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 Contract, 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 Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

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

To the City: Public Works Director or Complete Streets Director
City of Santa Fe Public Works Department
737 Agua Fria Street
Santa Fe, NM 87501
rawheeler@santafenm.gov or jlmorrow@santafenm.gov

To the Contractor: Laura Jaquez, Chief Administrative Officer
AUI, Inc.
7420 Reading Avenue SE
Albuquerque, NM 87105
lauraj@auinc.net

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and

Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

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

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

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

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

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

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

CITY OF SANTA FE:

Alan Webber, Mayor

DATE: _____

CONTRACTOR:

AUI, Inc.



Laura Jaquez, Chief Administrative Officer

DATE: Apr 15, 2025

NMBTIN#: _850341049

City of SF Business License #: 226213

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Apr 15, 2025 14:57 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

**Awarded Vendor:
3 Vendors**

Number: 30-80500-22-16992

Amendment No.: Two

Term: March 24, 2023 – March 23, 2026

**Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)**

Procurement Specialist: James Ortega

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

**Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)**

**For questions regarding this contract please contact:
Dolores Baca 505-570-7936**

Title: Statewide Bridge & Culvert Repair

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2025 to March 23, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/13/2025

Dorothy Mendonca
New Mexico State Purchasing Agent



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

**Awarded Vendor:
3 Vendors**

Number: 30-80500-22-16992

Amendment No.: One

Term: March 24, 2023 – March 23, 2025

**Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)**

Procurement Specialist: James Ortega

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

**Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)**

**For questions regarding this agreement please contact:
Dolores Baca 505-570-7936**

Title: Statewide Bridge & Culvert Repair

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2024 to March 23, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to read "Dorothy Mendonca".

Date: 12/8/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

This has been signed on behalf of the State Purchasing Agent



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Vendors – See Page 6

Price Agreement Number: **30-80500-22-16992**

Payment Terms: **Net 30**

F.O.B.: **As Requested**

Delivery: **See Page 6**

Procurement Specialist: **James Ortega**

JO

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Title: Statewide Bridge & Culvert Repair

Term: March 24, 2023 thru March 23, 2024

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

New Mexico State Purchasing Agent

Date: *3/24/2023*

x This Agreement was signed on behalf of the State Purchasing Agent

State of New Mexico
General Services Department
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Price Agreement #30-80500-22-16992

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. 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 bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000048892

AUI Inc.

PO Box 9825

Albuquerque, NM 87119-9825

505-242-4848

darrinh@auinc.net

Payment Term: Net 30

FOB: Destination

**Delivery: 7420 Reading Avenue SE,
Albuquerque, NM 87105-7823**

**NM Base Station: 7420 Reading Avenue
SE, Albuquerque, NM 87105-7823**

(AB) 0000047014

Hasse Contracting Company, Inc.

6613 Edith Blvd. NE

Albuquerque, NM 87113

505-400-2336

chasse@hasseco.com

Payment Term: Net 30

FOB: Destination

Delivery: As Requested

**NM Base Station: 6613 Edith Blvd. NE,
Albuquerque, NM 87113**

(AC) 0000094246

Sunland Asphalt & Construction LLC

1625 E. Northern Ave.

Phoenix, AZ 85020

480-458-8196

mdieu@sunlandasphalt.com

Payment Term: Net 30

FOB: Destination

**Delivery: As Requested with consideration
to material procurement and supplier
scheduling**

**NM Base Station: 5204 2nd Street NW,
Albuquerque, NM 87107**

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Specifications:

Establish a Price Agreement for the repair of bridges, concrete box culverts, retaining walls, slabs on grade and other transportation structures for the New Mexico Department of Transportation (NMDOT). This Price Agreement includes materials, labor, and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Invitation to Bid, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link:
<http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

Specific sections have been referred to in bid items when most applicable, however work is not limited to specific sections listed. When applicable, Special Provisions are shown in Appendix A, additional requirements in Appendix B, C and D and NMDOT PS&E Standard Drawings.

The Vendor shall perform with its own organization at least forty percent (40%) of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Vendors shall obtain prequalified status with the NMDOT as a condition to submitting a bid. For information on obtaining Prequalified status please visit the following website:
<http://dot.state.nm.us/content/nmdot/en/prequalification.html>

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or via email at NMDOTAPL@dot.nm.gov

Drawings required for this price agreement can be accessed through the following website:
<http://dot.state.nm.us/content/dam/nmdot/Bridge/management/StatewideBridgeRepairPriceAgreementDrawings.pdf>

Term:

The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the awarded Vendor(s) must provide a performance bond, payment and materials bond equal to one hundred percent (100%) of the total purchase order. Said bonds must be provided to

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the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another awarded vendor and difference being charged back to the originally awarded Vendor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by NMDOT.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

Cost for materials incorporated into the work and shipping costs shall be paid to the Contractor at the invoice cost to the Contractor from the Supplier. Markup on materials is NOT allowed. Costs for material incorporated into the work and shipping costs are not to be included in the bid amount.

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:

NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

Method of Award:

Method of award shall be to one or more Contractors for each district. Items shall be awarded to one or more Contractors per district, but not to exceed three (3) Contractors per group (district). This price agreement may be awarded to one (1) or more Contractors, as follows:

Items 001 to 085 – District One

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Items 086 to 170 – District Two
Items 171 to 255 – District Three
Items 256 to 340 – District Four
Items 341 to 425 – District Five
Items 426 to 510 – District Six

For a bid to be considered for award to a group/district, prices must be submitted for all items for that group (district). Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group/group.

Utilization of Vendors:

The following procedure for the utilization of Vendors shall be used on multiple award price agreements.

1. The selection of a Vendor from a multiple award Price Agreement to complete a project shall be based on the purchase order utilizing pricing contained within this Price Agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Vendor.
 - a. The Vendor selected to perform the work on the project shall be the Vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file. A Contractor not having the lowest individual project estimate can be used if the Contractor providing the lowest estimate is unable to meet all project requirements, including project schedule, as determined and documented by the District Engineer or their designee.
 - b. If a contractor fails to respond or commit in writing within ten (10) working days from the time NMDOT requests services, including estimate and project schedule, the contractor will be deemed nonresponsive and the NMDOT will move on to the next available contractor.

Public Works Minimum Wage Act:

This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Vendor during the life of this Price Agreement.

If a Vendor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the Vendor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over sixty thousand dollars (\$60,000.00) where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

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<http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Vendor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this Price Agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor's and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.
- F. Make all necessary arrangements with the appropriate railroad personnel for the railroad to provide flagging operations when required. The Contactor shall submit the invoice for the railroad flagging costs to the District Engineer or their designee and the Contractor will be reimbursed at invoice cost.

Insurance Requirements:

The Vendor shall procure and maintain at the Vendor's expense, insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Vendor, the Vendor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

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1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(Annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence
(Annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
 - b. In the event that the use of explosives is a required part of the price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 - c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Vendor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

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Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) **Worker's compensation insurance:** The Vendor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Vendor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Vendor being awarded this Price Agreement shall furnish evidence of Vendor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement. No award will be given until Certificate of Insurance is provided as per the requirements pursuant to Public Liability and Automotive Liability per paragraph (A) 1 and (A) 2 of this subsection.

The Vendor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Vendor, pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Vendor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Vendor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Vendor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Vendor, including property of others being installed, erected or worked upon by the Vendor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Vendor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the

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National Railroad Passenger Corporation (NRPC), the Vendor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within twenty one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within twenty one (21) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary or his/her duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to

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do so the purchase order may be canceled effective immediately.

Escalation Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

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

1. Price 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 including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation request will be made by SPD.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Specification for Bridge and Culvert Repair:

The District Engineer or their designee shall issue a Purchase Order to the Contractor prior to the beginning of any work which may include the following:

- A clearly defined Scope of work for each bridge in the work assignment.
- A list of the bid items and quantities which will be used in the Work assignment. When applicable, the special provisions as shown in "APPENDIX A" and the additional requirements as shown in "APPENDIX B, C and D" will be followed. Some quantities may be estimated and stated as such at the beginning of the work assignment when field conditions or other factors may prevent an actual measurement. The Agreement of Work shall be signed by both parties when the Work assignment is issued.
- The location, schedule, and time restraint of the work assignment.
- Other specific NMDOT requirements.

The District Engineer or their designee shall have the option to suspend the Contractor's operation during special events such as the New Mexico State Fair, Albuquerque International Balloon Fiesta, etc.

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The District Engineer or their designee shall clearly define the limits of repair for bridges over a railroad and shall contact the NMDOT Bridge and Rail Bureaus to determine if additional requirements are needed.

The Contractor shall begin the necessary work at a specific location within fifteen (15) calendar days after receiving written notification. If the initial contractor is unable to start the work within the fifteen (15) calendar days, the District Engineer or their designee will have the option of going to the next lowest bidding contractor to provide the services requested.

The Contractor shall complete all work at any one location within the time period specified in the written notification from the NMDOT. Failure to do so, unless caused by weather delay or other factors not attributable to the Contractor, will result in Liquidated Damages as called out in the NMDOT's Standard Specifications for Highway and Bridge Construction, current edition, and being deducted from the money due to the Contractor for that approved work.

The Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance. The Contractor shall be responsible for the disposal of all debris resulting from any work performed and the disposal of all debris generated by removal and repair operations at the Contractor's cost. Final payment may be withheld subject to written approval by the District Engineer or their designee.

The Contractor shall be liable for satisfactory workmanship of all operations for a period of one (1) year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or their designee. Defects attributed to faulty material will be resolved by the Contractor, Supplier and/or Manufacturer. If warranties are called for in the Specifications or given by a Manufacturer in excess of one (1) year, all defects shall be corrected as stated in the Specification or as given by the Manufacturer.

Material:

All material used shall be approved by the District Engineer or their designee. Only material incorporated into a project at any given location shall be paid for; unauthorized excess material ordered, wasted materials or materials which are unacceptable to the District Engineer, or their designee shall not be paid for. Any and all material ordered by the Contractor as described in the Purchase Order, but not incorporated into the work shall be paid for at invoice cost (unless the Contractor breeches the terms of this Price Agreement in any way) upon completion of the Contract, and said material shall become the property of the NMDOT.

Traffic Control:

The Contractor shall abide with the NMDOT Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control (current editions). The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic control plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain

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open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Furnish directly (or provide through an approved subcontractor) all traffic control items at locations specified including submittals of Traffic Control Plans (TCP), in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). No traffic control at a given location shall be paid for if no Work is being performed and the location could be (or is) open to traffic. At the discretion of the District Engineer or their designee, the TCP shall be submitted on 11"x17" sheets and shall be computer generated. The TCP will be submitted at least five (5) working days before work is to commence and will be approved by the District Engineer or their designee.

Traffic Control Locations

1. Urban traffic control - (within corporate limits of urban areas as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.
2. Rural traffic control - (areas not within designated corporate limits or as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

Payment for traffic control items will begin when traffic is diverted from the travelled lane or when the Contractor begins their work. Payment will end when the assigned work has been completed. There will be no payment for time taken to set up or remove traffic control.

Any discounts will be applied to the invoice costs submitted to the NMDOT. **All materials incorporated shall be invoiced separately including all applicable discounts (if any). Materials will be paid for under bid items 085, 170, 255, 340, 425, or 510 depending on where the project is located.**

Invoice To:

General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
2912 E. Pine St.
Deming, NM 88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation

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District Three
P.O. Box 91750
Albuquerque, NM 87199-1750
NM Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2160
Milan, NM 87021-2159

Mobilization:

Payment for mobilization is for moves within the State of New Mexico from the Contractor's designated base station to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station

Sketches included in the Price Agreement are examples of proposed work for bid items:

Item 035, 120, 205, 290, 375, or 460	(Dwg. BCRPA-1) Strip Seal Joint Full Depth Replacement at Abutments
Item 036, 121, 206, 291, 376, or 461	(Dwg. BCRPA-2) Strip Seal Joint Full Depth Replacement at Piers
Item 037, 122, 207, 292, 377, or 462	(Dwg. BCRPA-3) Strip Seal Joint Partial Depth Replacement
Item 038, 123, 208, 293, 378, or 463	(Dwg. BCRPA-4) Joint Seals
Item 039, 124, 209, 294, 379, or 464	(Dwg. BCRPA-5) Pre-Molded Joint Seal
Item 040, 125, 210, 295, 380, or 465	(Dwg. BCRPA-6) Pre-Molded Joint Seal with Concrete Removal
Item 042, 127, 212, 297, 382, or 467	(Dwg. BCRPA-7) Substructure Replacement
Item 043, 128, 213, 298, 383, or 468	(Dwg. BCRPA-8) Backwall Replacement

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

APPENDIX "A"
Special Provisions Modifying

The NMDOT Standard Specifications for Highway and Bridge Construction, current edition shall apply in addition to the following:

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Section 207: Subgrade Preparation

Replace the following sub-section with:

207.3 Construction Requirements

With the exception of soils with a PI of 15 or greater, maximum dry density of all other soil types encountered or used will be determined in accordance with AASHTO T 180 (Modified Proctor), Method A or D (TTCP Modified). For soils with a PI of 15 or greater, maximum dry density will be determined in accordance with AASHTO T 99 (Standard Proctor).

The Contractor shall ensure the top two (2) ft. of borrow materials in the finished Subgrade is comprised of material with the design R-value.

The Contractor shall compact the top six (6) inches of the Roadbed to 95% of maximum density.

The Contractor shall ensure the soil moisture content (at the time of compaction) is from optimum to optimum minus five percent (5%). For soils with a PI of 15 or greater, the Contractor shall ensure the moisture content of the soil at the time of compaction is from optimum moisture to optimum moisture plus four percent (4%).

Field density tests shall be performed in accordance with AASHTO T310 or by other Department approved methods and Section 906, "Minimum Testing Requirements."

At locations where rock (shale, siltstone, or sandstone) is present at subgrade elevations, the Contractor shall remove all loose rock. The Contractor shall proof-roll the surface of the existing rock in accordance with Section 203-A.3.2, "Acceptance" to the satisfaction of the State Geotechnical Engineer prior to the placement of fill in fill sections or the proposed pavement section in cut sections. The Contractor shall backfill, any voids created by removal of loose rock, with base course and compact prior to proofrolling operations. The Contractor shall treat areas determined to be unstable in accordance with Section 203-A, "Unstable Subgrade Stabilization". Areas determined to have unsuitable Materials shall be treated in accordance with Section 203.2.1.5, "Unsuitable Material". Rock shall not be scarified and then compacted.

Section 511: Concrete Structures

Replace the following sub-section with:

511.1 DESCRIPTION

This work consists of constructing concrete box culverts, headwalls, retaining walls, abutments, bents, piers, slabs, girders, and Incidental Structures requiring the use of concrete, except pre-stressed members. See Section 512 for additional information related to superstructure concrete.

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

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Section 511.3.9.2 Class 1, Ordinary Surface Finish**Section 511.3.9.3 Class 2, Rubbed Surface Finish****Section 511.3.9.5 Class 4, Special Surface Finish****Section 511.3.10.2 Method 2, Curing Compound**

Delete the following Pay Item from **Section 511.5 Basis of Payment**:

Pay Item	Pay Unit
Substructure Concrete, Class _____	Cubic Yard

Add the following to **Section 511.5.1 Work Included in Payment**:

10. All provisions of Specification Sections 509, 510, 511, and 512. In the event of a conflict, the more stringent shall apply; and
11. Welded wire fabric.

Section 512: Superstructure Concrete

Delete the following Pay Item from **Section 512.5 Basis of Payment** and replace with the following:

The Department will pay for Superstructure Concrete and High Performance Concrete (HPD) in accordance with **Section 511.5: Basis of Payment**.

Pay Item	Pay Unit
Structural Concrete, Class AA	Cubic Yard
Structural Concrete, Class HPD	Cubic Yard

Section 514: Concrete Barrier Railings for Bridges

Add the following to **Section 514.5.1 Work Included in Payment**:

5. Two (2) Bridge number plates for every Bridge.

Section 532: Penetrating Water Repellent Treatment

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

Section 532.2 MATERIALS**Section 532.3.2.3 Application**

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Replace the following sub-section with:

532.5.1 Work Included in Payment

Penetrating Water Repellent Treatment applied to surfaces of new concrete structures will be considered as included in the payment for the main items and will not be paid for separately.

Section 533-A: Carbon Fiber Reinforcement**533-A.1 DESCRIPTION**

This Work consists of applying bonded Carbon Fiber Reinforcement for strengthening concrete structures. This Specification does not include design aspects of the Carbon Fiber Reinforcement, and the extent and limitations of the repair and retrofit of an existing concrete Structure.

533-A.2 MATERIALS**533-A.2.1 Carbon Fiber Reinforcement Fabric and/or Laminate**

The Contractor shall use high strength, high modulus Carbon Fiber Reinforcement fabric (fabric) of the type and size indicated in the Contract.

The Contractor shall use Carbon Fiber Reinforcement fabric that meets the manufacturer specified properties as indicated in the Contract.

533-A.2.2 Primer Coat

The Contractor shall use a primer coat that is a two (2) component, 100% solids, moisture tolerant high modulus, high strength epoxy.

533-A.2.3 Fabric Saturant

The Contractor shall use a saturant resin that is two (2) component, 100% solids, moisture tolerant, high modulus, and high strength epoxy.

533-A.2.4 Control of Materials

The Contractor shall deliver and store the specified Materials in original containers with seals unbroken, and labels intact and legible with verification of date of manufacture and shelf life. The Contractor shall store catalysts and initiators separately. All components shall be protected from dust, moisture, chemicals, direct sunlight, physical damage, fire and temperatures outside the range specified in the Carbon Fiber Reinforcement data sheets by the Contractor. The Contractor shall not incorporate into the Work any component that has been stored in a condition different from that stated above and shall dispose of these components.

533-A.2.5 Shelf Life

The Contractor shall not incorporate, into the Work, any components of Carbon Fiber Reinforcement, especially resins and adhesives that have been stored longer than the shelf life specified on the data sheet and shall dispose of these outdated components.

533-A.2.6 Handling

The Contractor shall handle all components of Carbon Fiber Reinforcement, especially fiber sheets, in accordance with the manufacturer's recommendations to protect them from damage and to avoid misalignment or breakage of the fibers by pulling, separating, wrinkling, or by folding the sheets. After cutting, the Contractor

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shall either dry-stack the sheets with separators, or roll the sheets at a radius no tighter than 12 inches or as recommended by the manufacturer.

533-A.2.7 Safety Hazards

The Contractor shall handle with care all components of Carbon Fiber Reinforcement, especially resins and adhesives, to avoid safety hazards, including but not limited to skin irritation and sensitization and breathing vapors and dusts. The Contractor shall monitor the mixing of resins to avoid fuming, fire hazards, or violent boiling. The Contractor shall be responsible to ensure that all components of Carbon Fiber Reinforcement at all stages of Work conform to the local, state, and federal environmental and worker's safety laws and regulations.

533-A.3 CONSTRUCTION REQUIREMENTS

The Contractor's installation means and methods shall be in accordance with the manufacturer's installation recommendations. In the event of conflict with this Specification, the manufacturer's requirements shall govern.

533-A.3.1 Control of Work

The Contractor shall comply with the current editions of the following applicable standards unless otherwise specified herein:

1. ASTM D3039 (1995a), "Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials";
2. ICC AC125 (2003), "Interim Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber-Reinforced Polymer (FRP) Composite Systems";
3. ICC AC178 (2001), "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems";
4. ACI 440.2R-08, "Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures";
5. ACI 440-R-07 Report on Fiber-Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
6. ACI 440 R-96, State-of-the-Art Report on Fiber Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
7. ACI 503 R, Chapter 5, Pull-off test to determine FRP adhesion to concrete substrate; and
8. International Concrete Repair Institute (ICRI) Guide for the Selection of Strengthening Systems for Concrete Structures.

533-A.3.2 Qualifications

The Contractor shall meet the following requirements for qualification:

1. The Contractor or Subcontractor shall have a minimum of five (5) years of experience applying Carbon Fiber Reinforcement to existing concrete elements or ten (10) documented similar field applications with acceptable reference letters from respective owners. The Contractor or Subcontractor shall have in their employment field personnel with a minimum of five (5) years of experience in construction using epoxy resin adhesive Material.
2. In lieu of the requirement above, the Contractor may demonstrate, through a construction mockup, that they are capable of installing the Carbon Fiber Reinforcement to the requirements of this Specification.

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For the mockup, an area of Carbon Fiber Reinforcement of at least four (4) feet in width by four (4) feet in length shall be installed at a location on the Structure to be determined by the Project Manager.

533-A.3.3 Submittals

The Contractor shall submit the following to the Project Manager for review and Acceptance:

1. Health and Safety Sheets and Material Safety Data Sheets (MSDS) of each product, used on site and certification that the Materials conform to local, state and federal environmental and worker's safety laws and regulations;
2. Manufacturer's product data indicating product standards, physical and chemical characteristics, environmental durability, technical Specifications, limitations, installation instructions, maintenance instructions, and general recommendations for the proposed fiber and epoxy to be supplied;
3. Certification from the manufacturer of the system's Material properties including previously completed ASTM D3039 test results of the proposed system; and
4. Daily construction logs that include the following information: weather and temperature at application times; amount of product used and square footage/linear footage of substrate covered; batch numbers of all products used.

533-A.3.4 Preparation

The Contractor shall ensure availability of sufficient labor, Equipment and Materials to apply Carbon Fiber Reinforcement in accordance with the Contract requirements.

The Contractor shall inspect surfaces to receive the Work and report immediately in writing to the Project Manager any deficiencies in the surface that render it unsuitable for proper execution of this Work.

533-A.3.5 Substrate Repair and Surface Preparation of Existing Concrete Surfaces

All necessary repair and restoration of concrete section shall be approved by the Project Manager prior to surface preparation. The Contractor shall repair concrete substrate, if necessary, and shall clean and prepare the concrete surfaces prior to installing Carbon Fiber Reinforcement. The Contractor shall ensure that all concrete surfaces are dry and free of surface moisture and frost and shall test to evaluate moisture transmission in accordance with ASTM D4263 "Indicating Moisture in Concrete by the Plastic Sheet Method".

The Contractor shall repair all defective areas of concrete substrate. This Work shall be in accordance with Section 533, "Concrete Structure Repair". The Contractor shall allow repair areas to cure before Carbon Fiber Reinforcement application.

All concrete surfaces shall be sound. The Contractor shall remove deteriorated concrete, dust, laitance, grease, paint, curing compounds, waxes, impregnations, foreign particles, and other bond inhibiting debris from the surface by blast cleaning or equivalent mechanical means.

533-A.3.6 Surface Grinding

The Contractor shall remove all irregularities, unevenness, and sharp protrusions in the surface profile by grinding away to a smooth surface with less than 1/32-inch deviation. The Contractor shall use disk grinders or other similar devices to remove stain, paint, or any other surface substance that may affect the bond. The Contractor shall grind concrete surfaces to the concrete surface profile range of CSP 2-3 defined by ICRI as

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minimum surface roughness level. The Contractor shall fill voids with diameters larger than ½ inch when straight edge placed on the surface.

533-A.3.7 Chamfering Corners

The Contractor shall round or chamfer all outside corners and sharp edges receiving Carbon Fiber Reinforcement to a radius of ½ inch as per ACI 440.2R-08. The Contractor shall grind ridges, form lines and sharp or roughened edges greater than ¼ inch. The Contractor shall remove obstructions and embedded objects before installing the Carbon Fiber Reinforcement, if recommended by the manufacturer.

533-A.3.8 Crack Injection

The Contractor shall fill all cracks in the surface of concrete or the substrate wider than 0.01 inch and with spacing less than 1.5 inches or cracks wider than 1/32 inch using pressure injection of epoxy in accordance with Section 534, "Epoxy Injection". The Contractor shall install the Carbon Fiber Reinforcement no earlier than 24 hours after crack injection. The Contractor shall remove any surface roughness caused by injection.

533-A.3.9 Surface Profiling

After the Contractor grinds the surface, any remaining unevenness in the surface greater than that specified in Section 533-A.3.6, "Surface Grinding", including out-of-plane variations, fins, protrusions, bug holes, depressions, voids and roughened corners shall be filled and smoothed overusing putty made of epoxy resin mortar or polymer cement mortar with strength equal to or greater than the strength of the original concrete. The patching Material shall be cured a minimum of seven (7) Days before installing Carbon Fiber Reinforcement unless its curing and strength are verified by testing.

533-A.3.10 Surface Cleaning

The Contractor shall clean the substrate concrete and finished surface of concrete in accordance with the manufacturer's recommendations and approval of the Project Manager. Cleaning shall remove any dust, laitance, grease, oil, curing compounds, wax, impregnations, stains, paint coatings, surface lubricants, foreign particles, weathered layers or any other bond- inhibiting debris.

533-A.3.11 Environmental Conditions for Installation

The Contractor shall examine environmental conditions before and during installation of Carbon Fiber Reinforcement to ensure conformity to the Contract and manufacturer's recommendations. The Contractor shall not apply primers, putty, saturating resins, or adhesives on cold, frozen, damp, or wet surfaces. Ambient and concrete surface temperatures shall be within 50°- 90° F, unless specified by the manufacturer. Moisture level on all contact surfaces shall be less than 4.3% at the time of installation of Carbon Fiber Reinforcement, as evaluated according to ACI 503R-93. Moisture restrictions may be waived for resins that have been formulated for wet applications. Relative humidity at the time of Carbon Fiber Reinforcement application shall be within the range specified by the manufacturer.

The Contractor is solely responsible for fume control and shall take necessary precautions against injury to personnel or adjacent building occupants during application of tack coat and resin, etc. Contractor personnel shall use protective Equipment and area shall be well ventilated to the outside. As a minimum, the Contractor shall take the following precautions:

1. Follow all state, federal, and local safety regulations; and
2. Follow all manufacturer's safety requirements.

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533-A.3.12 Moisture Vapor Transmission

The Contractor shall not proceed with the application of Carbon Fiber Reinforcement if any moisture vapor transmission is present. Concrete dryness is necessary, when using elevated temperature cure. The Contractor shall inject any bubble that develops from moisture vapor transmission with the same adhesive Material used for Carbon Fiber Reinforcement, in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.13 Application in Inclement Weather

When inclement weather does not allow installation of Carbon Fiber Reinforcement, the Contractor may employ auxiliary measures to correct the conditions. An auxiliary heat source may be used in cold weather to raise the ambient and concrete surface temperatures to Acceptable levels, as recommended by the manufacturer but no more than the glass transition temperature. Pressurized air may be used to dry the surface dampness.

533-A.3.14 Application of Wet Lay-up Carbon Fiber Reinforcement

The following specifies the necessary measures for installing wet lay-up Carbon Fiber Reinforcement using dry or pre-pregated fiber sheets and saturants.

533-A.3.14.1 Mixing of Resin Components

The Contractor shall mix all resin components, including main agent and hardener, at proper temperature using appropriate weight ratio, for a duration specified by the manufacturer, until thorough mixing with uniform color and consistency is achieved. Resins shall not be diluted with any organic solvents such as thinner. Manual stirring and small electrically powered mixing blades are allowed. Resin shall be mixed in quantities sufficiently small enough to ensure that it can be used within its pot life. The Contractor shall not use any mixed resin that exceeds its pot life or begins to generate heat or show signs of increased viscosity, and shall properly dispose of this unusable resin. Mixing of some resins may be accompanied by noxious fumes. The Contractor shall take precautions regarding resin impact on the environment, including emission of volatile organic compounds and toxicology.

533-A.3.14.2 Primer Coat

A primer coat is generally required in Carbon Fiber Reinforcement. The Contractor shall apply one (1) or two (2) coats of primer on the concrete surface to penetrate its open pores in accordance with manufacturer's recommendations. The primer coat may be applied with a trowel or roller.

533-A.3.14.3 Saturant

The Contractor shall first apply a coat of saturating resins uniformly applied as an undercoat to all locations on the concrete surface where the Carbon Fiber Reinforcement is to be installed. The Contractor shall dispose of any mixed saturant that exceeds its pot life.

533-A.3.14.4 Carbon Fiber Reinforcement Application

The Contractor shall saturate the fabric with epoxy matrix as per manufacturer's recommendations. The Contractor shall apply saturated fabric to concrete surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of the fabric. The Contractor shall release any entrapped air between fabric sheets and concrete surfaces or shall roll the fabric sheets in the direction parallel to the fibers, while allowing the resin to impregnate the fibers and achieve intimate contact with the substrate.

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Rolling perpendicular to the fiber direction is not allowed. The Contractor shall apply sufficient saturant on top of the fabric sheet, as overcoat, to ensure full saturation of the fibers. The Contractor shall apply undercoat and overcoat of fabric sheets with no interruption. Once installed, the Carbon Fiber Reinforcement shall be free of kink, folds, delamination, edge curling, and waviness. The Contractor shall detail all Carbon Fiber Reinforcement edges, including butt splice, termination points, and jacket edges, with thickened epoxy.

533-A.3.15 Multiple Fiber Sheet Plies

For multi ply Carbon Fiber Reinforcement sheet installations, the Contractor shall follow Section 533-A.3.4.4, "Carbon Fiber Reinforcement application for each additional Carbon Fiber Reinforcement sheet. The amount of resin overcoat for intermediate plies is approximately 15% - 20% greater than a single-ply installation, because the saturant serves as the overcoat for the applied ply and the undercoat for the next ply. Each ply shall be applied before the onset of complete gelation of the previous layer. The number of plies that can be applied in a single Day shall be determined based on the manufacturer's recommendations and the approval of the Project Manager. Multiple plies can also be applied in several Days. When previous layers are cured, interlayer surface preparation, such as light sanding may be required.

533-A.3.16 Overlapping

The Contractor shall construct a lap joint when an interruption occurs in the direction of Carbon Fiber Reinforcement. The length of lap splices shall be at least six (6) inches. The Contractor shall stagger lap splices on multiple plies and adjacent strips.

533-A.3.17 Procedure Modification

The Contractor may modify installation procedures as approved by the manufacturer and Bridge Engineer prior to implementing the modifications.

533-A.3.18 Curing

The Contractor shall not make field modifications of resin chemistry for rapid curing. The Contractor shall monitor curing of installed plies before placing subsequent plies. In case of any curing irregularity, the Contractor shall not install subsequent plies.

The Contractor shall protect finished installation of Carbon Fiber Reinforcement from rain, sand, dust, etc. using protective sheeting or other barriers. The Contractor shall not allow protective sheeting to come in contact with the finished application.

533-A.3.19 Protective Coating and Finishing

The Contractor shall apply protective coating on the surface of Carbon Fiber Reinforcement. The coating shall be non-vapor-barrier, flexible, waterproofing, and compatible with Carbon Fiber Reinforcement. The coating may be a polymer-modified Portland cement coating or a polymer-based latex coating. The mortar finish shall be made with silica sand between sieves No. 40 (1/64 in) and No. 6 (1/8 in), spread over the Carbon Fiber Reinforcement before the resin hardens.

533-A.3.20 Field Quality Control

The Contractor's field quality control procedures shall be in accordance with the following details in addition to ICC AC178, "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems." All quality control shall be by the Contractor.

533-A.3.21 Field Records

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The Contractor shall record batch numbers for Carbon Fiber Reinforcement and epoxy used each Day and note locations of installation. The Contractor shall measure square footage of Carbon Fiber Reinforcement and volume of epoxy used each Day. A complete report shall be submitted to the Project Manager upon Acceptance of the Work.

533-A.3.22 Field Inspection

The Contractor shall inspect the Carbon Fiber Reinforcement during and immediately following application of Carbon Fiber Reinforcement. The Contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.

533-A.3.23 Inspection and Fiber Orientation

The Contractor shall examine, by visual inspection, fiber or ply orientation, fiber kinks and waviness for conformity to the Contract. The Contractor shall correct deficiencies in accordance with the manufacturer's recommendations.

533-A.3.24 Inspection for Debonding

After at least 24 hours after the initial cure of the resin, the Contractors shall examine the surface, by visual inspection, for any swelling, bubbles, voids or delamination. If an air pocket is suspected, the Contractor shall perform an acoustic tap test with a hard object to identify delaminated areas by sound, with at least one (1) strike per one (1) square foot. The Contractor shall treat defects in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.25 Inspection for Cure of Resin

The Contractor shall follow the resin manufacturer's recommendations for Acceptance criteria. If cure of resin is found unacceptable, the entire area will be marked and repaired.

533-A.3.26 Inspection for Cured Thickness

Carbon Fiber Reinforcement will not be Acceptable if the number of plies is less than that indicated on the Plans or if the cured thickness of Carbon Fiber Reinforcement is less than that indicated on the Plans by more than 1/1000 inch. The entire area of Carbon Fiber Reinforcement marked unacceptable shall be repaired in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.27 Acceptance, Rejection and Correction of Improper Carbon Fiber Reinforcement Installation

The following criteria shall apply to the rejection of Carbon Fiber Reinforcement application.

533-A.3.27.1 Acceptance

Carbon Fiber Reinforcement will be accepted for full payment when all the requirements of these Specifications have been adhered to in addition to the following:

1. Material Properties. The Material properties shall be equal to the specified design values;
2. Location and Alignment Tolerances. The width of Carbon Fiber Reinforcement shall not vary from that which is shown on the Plans or approved alternate design by more than ¼ inch. The Carbon Fiber Reinforcement shall be installed along a straight line with a maximum out of straightness of one (1) inch in the ten (10) feet; and
3. System Installation Integrity. The Carbon Fiber Reinforcement shall be installed as indicated in the Contract and in accordance with manufacturer's recommendations.

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533-A.3.27.2 Rejection

If Carbon Fiber Reinforcement installation is not in accordance with the Contract and/or manufacturer's recommendations are not followed, the installation may be rejected.

533-A.3.27.3 Correction of Improper Application

The Contractor shall repair all defects, including bubbles, delamination, and fabric tears, spanning more than five percent (5%) of the surface area, or as specified by the Project Manager. Small entrapped air pockets and voids naturally occur in mixed resin systems, do not require repair or treatment. Defect repair procedures shall be provided by the manufacturer and be submitted to the Project Manager for review and Acceptance. The Contractor shall repair the following:

1. Epoxy injection of small defects. Small entrapped voids or surface discontinuities no larger than ¼ inch diameter shall not be considered defects, and require no corrective action, unless occurred next to edges or when there are more than five (5) such defects in an area of ten (10) ft². Small defects of size between ¼- and 1¼-inch diameter shall be repaired using low pressure epoxy injection, as long as the defect is local within and does not extend through the complete thickness of the laminate in the case of multiple Carbon Fiber Reinforcement. If any delamination growth is suspected between Carbon Fiber Reinforcement plies due to injection, the procedure shall be halted and repair shall follow the patching of minor defects procedure;
2. Patching of minor defects. Minor defects are defined as those having an individual diameter of 1¼ inch to six (6) inches and frequency of less than five (5) per any surface area of ten (10) foot length or width. The area surrounding the defects to an extent of at least one (1) inch on all sides shall be carefully removed. The area shall be wiped cleaned and thoroughly dried. The area shall then be patched by adding a Carbon Fiber Reinforcement patch of the same type of the original laminate and extending at least one (1) inch on all sides of the removed area. Replacement may also be conducted using the procedure for replacement of large defects; and
3. Replacement of large defects. Defects larger than six (6) inch in diameter shall be carefully marked and scarified out extending to a minimum of one (1) inch on all sides. Scarifying shall be progressive through the layers, in the case of multi-ply Carbon Fiber Reinforcement until past the defective area. In case the defect extends to the first Carbon Fiber Reinforcement ply adjacent to the concrete, the entire thickness of Carbon Fiber Reinforcement and primer shall be removed. The substrate shall be appropriately prepared and primer re-applied after ensuring that the surface and Carbon Fiber Reinforcement are clean and dry. Application of a new Carbon Fiber Reinforcement within the scarified area shall follow procedures for the original Carbon Fiber Reinforcement, except that an additional layer extending a minimum of six (6) inches on all sides of the scarified area shall be added as a patch. A written corrective action plan shall detail the proposed repair and shall be submitted to the Project Manager for review and Acceptance.

533-A.3.28 Clean-Up

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The Contractor is responsible for the clean-up of the Equipment and the Project site from hazardous and aesthetically undesirable Carbon Fiber Reinforcement components using appropriate methods, as recommended in the Carbon Fiber Reinforcement data sheet.

533-A.3.29 Disposal

Any component of the Carbon Fiber Reinforcement that has exceeded its shelf life or pot life, or has not been properly stored, and any unused or excess Material that is deemed waste, shall be disposed of in a manner amiable to the protection of the environment and consistent with the MSDS. All debris and refuse shall be removed from the site.

533-A.4 METHOD OF MEASUREMENT

The Department will measure Carbon Fiber Reinforcement by the square foot per layer.

533-A.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Carbon Fiber Reinforcement	Square Foot

533-A.5.1 Work Included in Payment

The following Work items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately.

1. Surface preparation;
2. Construction mockup; and
3. Grinding.

Section 533-B: Embedded Galvanic Anodes

533-B.1 DESCRIPTION

Embedded galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of the concrete patches or along the interface between new and existing concrete, the anodes mitigate the formation of new corrosion sites in the existing concrete in adjacent areas.

The Contractor shall furnish all materials, storage, handling, tools, equipment, labor, and other appurtenances necessary to complete the work.

533-B.2 MATERIALS

533-B.2.1 Embedded Galvanic Anodes

The Contractor shall furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 100 grams (3.5 oz) of electrolytic high grade zinc in compliance with ASTM B 418 Type II cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14, or encased in a material that uses activation methods to assure performance. The anodes shall have one side that is less than 1-1/2" in height.

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533-B.2.2 Repair Mortars and Concretes

The Contractor shall use repair mortars and concretes per Section 533 - Concrete Structure Repair and shall be Portland cement based material with suitable electrical conductivity less than 15,000 ohm-cm. Repair mortars must be tested and approved acceptable, by the manufacturer of the galvanic anodes or independent testing agency, for use as a low resistive conductive material meeting the requirements of <15,000 ohm-cm. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. The repair mortars or concretes shall be submitted to the Project Manager for approval. The repair mortar and concrete material will be paid for under Section 533 - Concrete Structure Repairs.

533-B.3 CONSTRUCTION REQUIREMENTS

533-B.3.1 Galvanic Anode Installation

The Contractor shall install the galvanic anodes per the manufacturer’s installation instructions. The manufacturer’s installation instructions shall be the governing document. If manufacturer installation instructions do not exist, the following shall apply:

- 1. Install anodes along the perimeter of the repair or interface at a maximum spacing of 24 inches. The spacing may be reduced to match the spacing of the existing rebar.
- 2. Install anodes and repair material immediately following preparation and cleaning of steel reinforcement. Pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition, and then complete the repair. Do not soak the anode units for greater than 20 minutes.
- 3. Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
- 4. Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tire wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.
- 5. Electrical continuity
 - a. Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter.
 - b. Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV.
 - c. Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire.
 - d. Electrical continuity between test area is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the potential is less than 1 mV.
 - e. The Contractor shall furnish the NMDOT with a multi-meter to independently check the electrical connection. The multi-meter is to become the property of the NMDOT.

533-B.4 METHOD OF MEASUREMENT

The Embedded Galvanic Anodes will be measured by each.

533-B.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Embedded Galvanic Anodes	Each

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533-B.5.1 Work Included in Payment

The following item will be considered as included in the payment for Embedded Galvanic Anodes and will not be measured or paid for separately:

1. Multi-meter

Section 536: Polymer Concrete Bridge Deck Overlay

Replace Subsection 536.3.5 “Usage Limitations” in its entirety.

536.3.5 Usage Limitations

The manufacturer’s application requirements shall govern. If the manufacturer does not provide guidance on the following items, the following shall apply:

- 1) PCC shall not be less than 28 Days of age at the time of overlay.
- 2) The concrete shall be dry at the time of overlay application. The criteria for “dry” shall be established by:
 - a. ASTM D 4263: for every 500 square feet, an 18 inch x 18 inch plastic sheet shall be taped to the deck with 2” duct tape. The test area shall be protected from direct sunlight, direct heat, and damage to the plastic. After 16 hours, the concrete shall be considered dry when no moisture appears on the bottom of the plastic.
 - b. It is also acceptable to use a moisture meter in conformance with ASTM F2659.
 - i. Unless otherwise directed by the manufacturer, the reading shall be 4% or less.
 - ii. The meter shall be an electrical impedance moisture meter specifically developed and calibrated for the non-destructive measurement of the comparative moisture condition in concrete floor slabs.
 - iii. The moisture meter shall be used and calibrated in accordance with the manufacturer’s written recommendations. The moisture meter manufacturer’s recommendations and the calibration data shall be provided to the Project Manager for acceptance prior to use on the project.
- 3) The air and deck temperature shall be a minimum of 40 °F at the time of overlay application, and for eight (8) hours after overlay application. Do not use artificial methods to raise the deck temperature.

For new Bridge decks with unventilated stay-in-place forms, in addition to the manufacturer’s application requirements, the Contractor shall not install the overlay on PCC that is less than 56 Days of age.

Section 540: Steel Reinforcement

Add the following to Section 540.2: Materials:

Delete 4. and 5. from **Section 540.2.5 Corrosion-resistant and Coated Reinforcing Bars** and replace with the following:

4. Uncoated low-carbon, chromium steel bars in accordance with AASHTO M334 or ASTM A1035; or
5. Galvanized reinforcement in accordance with ASTM A767 or ASTM A1094.

Delete 3. from **Section 540.2.6 Coating and Patching Materials** and replace with the following:

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3. Zinc-rich paint with a minimum 65% zinc content in accordance with ASTM A780 for patching damaged and uncoated areas of galvanized reinforcing bars.

Delete the first paragraph and 6. from **Section 540.2.7 Accessories** and replace with the following, respectively:

The Contractor shall provide plastic-coated reinforcing tie wire for tying epoxy-coated reinforcing bars, for deformed stainless steel bars, for stainless steel clad deformed steel bars and for uncoated low-carbon, chromium, steel deformed bars. The Contractor shall provide galvanized, annealed wire tires for galvanized bars and for hot-dip galvanized reinforcing bars.

6. Galvanized sand chairs, hot-dip galvanized wire bar supports, or other non-corrosive metal supports placed directly on the ground; or

Delete **Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars** in its entirety and replace with the following:

Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars

The Contractor shall choose one (1) of the options listed below when providing galvanized bars:

1. The Contractor shall provide hot-dip galvanized reinforcing bars in accordance with ASTM A767. The Contractor shall galvanize bar after cutting and bending; or
2. The Contractor shall provide continuous hot-dipped galvanized reinforcing bars (CGR) in accordance with ASTM A1094. The Contractor shall bend and cut bar after galvanizing.

Add the following to Section 540.2: Materials:

540.2.13 Headed Reinforcing Bars

Headed reinforcement shall meet the requirements of ASTM A970 “Headed Steel Bars for Concrete Reinforcement”, Annex A1, Class HA.

If headed reinforcement is not included in the Contract, the Contractor may propose the use of headed reinforcement at no additional cost to the Department.

540.2.14 Mechanical Couplers

Mechanical couplers shall meet the requirements for AASHTO M31, Grade 60, and ASTM A706, Grade 60 or ACI 318, Type 2. Mechanical coupler splice strength must be greater than or equal to 125% of the yield strength of the spliced reinforcing bars and must develop the specified tensile strength of the bars. The Contractor shall submit the coupler type (manufacturer and model number) and certified test results showing that the coupler meets these requirements.

Delete **Section 540.3.1.1 Bar Lists and Bending Diagram** in its entirety and replace with the following:

540.3.1.1 Bar Lists and Bending Diagram

When the Plans do not include detailed bar lists and bending diagrams, the Contractor shall provide Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance, prior to ordering any Materials.

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When a detailed bar list and bending diagram are included on the Plans, they are included for the Contractor's information and for quantity estimation only. It is the responsibility of the Contractor to notify the Department of any errors identified in the provided bar lists and bending diagrams. Once notified, the Department will correct the identified errors as necessary and provide the Contractor with amended details. The Contractor shall provide Shop Drawings, bar bending lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance in advance of ordering any Materials.

The Contractor shall include the bar marks, shown on the Plans, on the bar tags and the rebar details, bar lists, and bending diagrams on the Shop Drawings. Contractor may include an alternate bar mark for fabrication purposes, but the Contractor shall also show the Plan bar marks in all locations on Shop Drawings and bar tags.

Acceptance of the Shop Drawings, bar lists, bending diagrams and estimated reinforcement quantity shall not relieve the Contractor of responsibility for correctness of the Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity. The Contractor's detailed bar lists and bending diagrams shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's (CRSI) publication, Manual of Standard Practice. The Contractor shall allow 30 Days for review of the submittal.

Delete **Section 540.3.1.3 Bar Bending** in its entirety and replace with the following:

Section 540.3.1.3 Bar Bending

The Department will allow cold bending around a pin. The Contractor shall not field bend, Grade 60 bars, epoxy coated bars or standard class hot-dip galvanized bars after galvanizing. For continuous hot-dip, galvanized reinforcing bars (CGR), the Contractor shall fabricate, bend and cut after galvanizing.

Unless otherwise directed, the Contractor shall ensure the bend diameter is in accordance with CRSI Manual of Standard Practice current edition.

Delete **Section 540.3.1.4: Splicing** in its entirety and replace with the following:

Section 540.3.1.4: Splicing

The Contractor shall splice bars in accordance with the Plans unless otherwise approved by the State Bridge Engineer.

The Contractor shall place and tie bars in lapped splices to maintain minimum reinforcing cover.

The Contractor shall splice spiral reinforcement by lapping. The Contractor shall ensure that laps are at least 48 bar or wire diameters, but not less than one (1) foot with 90° hooks around longitudinal bars at ends unless otherwise indicated in the Contract.

The Department will allow the use of headed reinforcing bars in accordance with Section 540.2.13, "Headed Reinforcing Bars".

The Department will allow the use of mechanical couplers in accordance with Section 540.2.14, "Mechanical Couplers".

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Unless otherwise specified, the Contractor shall ensure that welded wire fabric and bar mat reinforcement overlap is at least one (1) spacing of cross wires plus two (2) inches when measured between the outer most cross wires of each sheet.

Delete **Section 540.3.3.3: Thickness of Galvanizing** and replace with the following:

Section 540.3.3.3: Thickness of Galvanizing

For ASTM A1094, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from two (2) mils to three (3) mils thick.

For ASTM A767, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from three (3) mils to 3.9 mils thick.

The Contractor shall determine the thickness with a magnetic thickness gage. The Contractor shall submit a Certificate of Compliance.

Add the following to **Section 540.5.1: Work Included in Payment:**

4. Headed reinforcement shall be included in the reinforcing bar pay item(s). No additional weight will be added.

Section 543: Metal Railing

Add the following to **Section 543.5.1 Work Included in Payment:**

4. Two (2) Bridge number plates for every Bridge.

Section 546: Recoating Structures

Delete the Section in its entirety and replace with the following:

546.1 DESCRIPTION

This work consists of surface preparation and recoating existing Structural Steel. Touch-up paint of surfaces coated per Sections 544, 545 and 546 is included.

The Contractor shall adhere to Section 547 "Safety and Environmental Requirements for Painting Operations".

546.2 MATERIALS

Projects that require SSPC – SP 6 shall engage 546.2.2 Coating System 1, unless otherwise specified in the contract documents.

Projects that require SSPC – SP 3, SSPC – SP 11, and/or SSPC 16 shall engage 546.2.1 Coating System 2, unless otherwise specified in the contract documents.

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Reference 545.2:1 for additional information regarding coating systems that are allowable for specific elements.

If the Contract does not specify a color, the Contractor shall use the color Federal Standard 16307, RAL 7004, Pantone 423, or approved equal. If another color is specified in the Contract, the Contractor shall select an approved system that is available in the specified color.

All products shall be on the Approved Products List.

546.2.1 Coating System No. 1 – Polyurethane Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 below. Testing shall be in accordance with AASHTO R-31. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight. Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenikamine coating with minimum solids by volume of 65%. Epoxy Intermediate Coat or Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Polyurethane Topcoat shall be a two-component aliphatic polyurethane coating with minimum solids by volume of 65%.

Table 546.2.1:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Salt Fog Resistance	ASTM B 117	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,000 Hrs. (C) Blister – Conversion #7 @ 4,000 Hrs.	
Cyclic Weathering Resistance	ASTM D 5894	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,040 Hrs. (C) Blister – Conversion #8 @ 4,032 Hrs.	
Adhesion Pull-Off Strength	ASTM D 4541	OZ Alone P/I/T (OZ)	4.1 MPa (600 psi) 4.1 MPa (600 psi)	
Freeze-Thaw Stability	ASTM D 4541	P/I/T (OZ)	2.4 MPa (350 psi) 4.1 MPa (600 psi) 2.4 MPa (350 psi) 4.1 MPa (600 psi)	Requires same average as adhesion pull-off strength results, with no tests measuring less than 60% of those results

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Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Pull-Off Strength				
Field History	NA	P/I/T (OZ)	Five (5) Bridges with Minimum two (2) year successful field history	

P = Primer; I = Intermediate coat; T = Topcoat; OZ = Epoxy Organic Zinc Rich Primer

546.2.2 Coating System No. 2 – Acrylic Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 above and 546.2.2:1 below as applicable. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight (Table 546.2.1:1). Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65% (Table 546.2.1:1). Epoxy Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Acrylic Topcoat shall be a high performance DTM acrylic coating with minimum solids by volume of 38% (Table 546.2.2:1).

Table 546.2.2:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Adhesion Pull-Off Strength	ASTM D 4541	High Performance Acrylic (HPA)	> 500 lbs.	One coat applied over blasted steel
Flexibility	ASTM D 522	High Performance Acrylic (HPA)	Pass: No cracking / flaking	1/8" conical mandrel One coat applied over blasted steel
Hardness (Pencil)	ASTM D 3363	High Performance Acrylic (HPA)	Final Cure: "F"	One coat applied over blasted steel
Impact	ASTM D 2794	High Performance Acrylic (HPA)	> 140 in. lbs.	One coat applied over blasted steel

The Contractor may substitute polyurethane topcoat for acrylic topcoat at their discretion pending full system submittal and approval.

546.2.3 Submittals

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In addition to the submittals require per Section 106 Control of Materials, the Contractor shall provide the following submittals to the Project Manager at least 30 Days before coating operations:

1. Product data and SDS for each product in the system
2. Surface preparation requirements
3. Application instructions
 - a. Mixing and thinning directions
 - b. Recommended spray nozzles and pressures
 - c. Minimum / maximum drying times, including re-coat times for shop or field coatings
 - d. Temperature requirements
4. Letter from the manufacturer detailing the coating system components and the compatibility of those components to adjacent materials including but not limited to:
 - a. every product in the system (primer, intermediate, topcoat, etc)
 - b. any pre-applied or pre-existing products (such as existing coatings)
 - c. any post applied products (such as anti-graffiti coating)
 - d. any modifications to the surface preparation or application instructions related to the total system performance.
5. If the color varies from the specified color, the Contractor shall submit color samples on boards at least eight (8) inches by ten (10) inches for review and approval.
6. Documentation related to Contractor Qualifications per 546.2.3.1

Prior to coating application, the Contractor shall submit a notarized manufacturer's Certificates of Compliance stating that the Materials are the same as those described in the manufacturer's product data sheets.

546.2.3.1 Contractor Qualifications

When the Contract requires painting more than 500 square feet of steel surface, the Contractor shall demonstrate qualification by one of the following two methods:

Method 1

Obtain SSPC QP 1 certification for field painting or either SSPC-QP 3 certification or the AISC Sophisticated Paint Endorsement (SPE) for shop painting. The Contractor shall perform and document QA/QC inspections daily. QA/QC inspection documents shall be electronically submitted to the Project Manager on a weekly basis.

Method 2

Provide a coating plan and provide for NACE certified inspection (Level 2 minimum). The inspection services shall include but not be limited to:

1. Surface preparation and cleanliness inspection verifying profile and appropriate surface preparation.
2. Confirm products match approved submittals and certification letters. Document batch numbers of all coatings.
3. Inspection of primer coat to include dry film thickness readings. Review contractors QA/QC reports for environmental conditions and document.
4. Observe application of stripe coat on the intermediate coat and document environmental readings during the start-up of application. Review contractors QA/QC reports.
5. Inspect intermediate coat to include dry film thickness readings. Review Contractor's QA/QC reports.
6. Observe start-up of finish coat application and document environmental conditions.
7. Final inspection to include visual inspection for runs, sags, and foreign material in coating. Also perform final dry film thickness inspection.

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8. Inspect members after transportation, prior to subsequent coating and / or final acceptance.
9. Electronically submit interim reports after each inspection to the Project Manager within 3 working days.
10. Electronically submit comprehensive final report including photos to the Project Manager within 14 Days of completion of inspection. Final report shall include QA/QC daily inspections performed by the Contractor.

Any deficiencies shall be corrected and re-inspected by the NACE inspector prior to proceeding.

Provisions for demonstration of qualifications are incidental to the performance of the coating, no additional payment shall be made. NMDOT shall be granted open access to the coating operation to perform inspections and to review documentation of Contractor inspections. The Project Manager shall have the option to waive the Contractor Qualification requirement.

546.3 CONSTRUCTION REQUIREMENTS

The Contractor shall apply coatings in conformance with SSPC – PA 1 “Shop, Field and Maintenance Painting of Steel” and with SSPC – PA Guide 13 “Guide Specification for Application of Coating Systems with Zinc-Rich Primers to Steel Bridges” (aka AASHTO/NSBA Steel Bridge Collaboration S 8.1), SSPC-TU 3 “Technical Update No. 3 Overcoating”, and the manufacturer’s application instructions.

546.3.1 Surface Preparation of Existing Bridges and Structures

The Contractor shall perform surface preparation in accordance with the most stringent of the following:

1. At locations where loosely adherent coatings or corrosion are NOT present: SSPC – SP 1, and
2. At locations where loosely adherent coatings are present: SSPC – SP 3, and
3. At locations where corrosion is present: SSPC – SP 11 or
4. Specific contract document requirements or
5. Specific guidance by the Project Manager or
6. Manufacturer recommendations (per the application instructions as amended by the manufacturer’s letter submitted per 546.2.3 #4d if applicable)

546.3.1.1 Surface Preparation Description and Evaluation

Various SSPC surface preparation standards are cited in this section. For reference, a brief summary of each is listed below. The Contractor is responsible to perform to the current versions of all requirements of the full and complete standards available directly from SSPC, The Society for Protective Coatings.

SSPC-SP1 Solvent Cleaning

Removes all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam. SSPC-SP 1 is a prerequisite to all hand tool, power tool and abrasive cleaning standards. SSPC-SP1 shall be incidental.

SSPC-SP3 Power Tool Cleaning

Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling. Tightly adherent, intact materials may remain.

SSPC-SP6 Commercial Blast Cleaning

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When viewed without magnification shall be free of all visible oil, grease, dirt, dust, loose mill scale, rust, and coating, but will permit staining from rust, mill scale, or previously applied coatings. The surface will not necessarily be uniform in color.

SSPC-SP7 / NACE 4 Brush-Off Blast Cleaning

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.

SSPC-SP10 / NACE 2 Near-White Blast Cleaning

When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.). SSPC-SP10 shall only be engaged when required by the manufacturer. It shall be paid under the bid item for SSPC-SP6.

SSPC-SP11 Power Tool Cleaning to Bare Metal

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. The surface profile shall not be less than 1 mil (25 microns).

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife. The surface shall have a minimum profile of 0.75 mil (19 microns).

Prepared surfaces shall be evaluated using the SSPC standards. The following references will be provided to the Project Manager by the Contractor for inspection and acceptance of prepared surfaces:

- If SP 10, SP 6, SP 14 or SP 7 are engaged: SSPC-VIS 1 Guide and Standard (includes reference photographs)
- If SP 2, SP 3, SP 11 are engaged: SSPC-VIS 3 Guide and Standard (includes reference photographs)
- If SP 12 is engaged: SSPC-VIS 4 Guide and Standard (includes reference photographs)

SSPC VIS Guide and Standard shall become the property of the Department. Provide current version.

546.3.1.2 SSPC-SP 1 - Solvent and Pre-Cleaning

The Contractor shall clean exposed areas in accordance with SSPC-SP 1 Solvent Cleaning.

The Project Manager may approve cleaning with high pressure water and an approved, mild detergent to supplement solvent cleaning, where more effective or suitable. This method of pre-cleaning is required on all surfaces that have been exposed to chloride contamination from the use of road salts for snow and ice control.

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546.3.1.3 SSPC-SP 3 Power-Tool Cleaning

The Contractor shall remove poorly adhering coatings and prepare the surface with power-tools in accordance with SSPC-SP 3, Power Tool Cleaning. At the Contractor's discretion, SSPC-SP 7 or SSPC _ SP 12 WJ 3 may be employed in lieu of SSPC-SP 3.

546.3.1.4 SSPC-SP 6 – Commercial Blast Cleaning

The requirement for commercial blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations.

546.3.1.5 SSPC-SP 7 – Brush-Off Wet Blast Cleaning

The requirement for brush-off wet blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of wet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.6 SSPC-SP 10 – Near-White Blast Cleaning

The requirement for near-white blast cleaning shall be established by the manufacturer's recommendations. SSPC-SP 10 shall be paid under the same bid item as SSPC-SP 6.

546.3.1.7 SSPC-SP 11 – Power-Tool Cleaning to Bare Metal

The Contractor shall clean areas that show moderate to severe corrosion in accordance with SSPC-SP 11, Power-Tool Cleaning to Bare Metal. Areas too large to be prepared using power tools may be cleaned per SSPC SP-6 Commercial Blast Cleaning at the Contractor's discretion.

The Project Manager will mark additional areas for cleaning in accordance with SSPC-SP 11. The Contractor shall clean at least two (2) inches beyond the damaged areas in all directions. The Contractor shall feather the exposed edges of the cleaned areas in accordance with SSPC-SP 11. The Contractor shall not leave ragged edges of intact paint. During and after power-tool cleaning, the Contractor shall maintain the degree of cleaning specified in accordance with SSPC-SP 11.

The Department will accept these surfaces by visually comparing them to a prepared standard on the Project. The Contractor shall prepare a Project standard by power-tool cleaning an area designated for recoating. Before cleaning, the Contractor shall ensure that the prepared standard is in accordance with SSPC-Vis 3, Visual Standard for Power and Hand-Tool Cleaned Steel, Pictorial Standard E SP 11, F SP 11, and G SP 11, and obtain Department approval. The Contractor shall prepare at least one (1) standard for each Structure. More than one (1) standard may be necessary if the cleaned steel differs significantly from the photographic standards. For recoating Bridges, the Contractor shall make the standard at least one (1) ft. × one (1) ft. For recoating Bridge railing or minor Structures, the standard may be smaller. The Contractor shall protect the Project standard from corrosion and contamination by applying a clear polyurethane coat. Upon completing the cleaning work, the Contractor shall re-clean and coat the standard. If the standard becomes deteriorated or ineffective, the Contractor shall re-establish it at no additional cost to the Department.

The SSPC VIS 1 "Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning" shall be used in this same manner to prepare a standard for surfaces that are blast cleaned per SSPC SP-7 and SP-10.

SSPC-SP 12 WJ-3 may be employed in lieu of SSPC-SP 3. At the Contractor's discretion, SSPC-SP 7 or

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546.3.1.8 SSPC-SP 12 WJ-3 – Thorough Waterjetting

The requirement for thorough waterjetting shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of waterjet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.9 SSPC SP-16 – Galvanized Surfaces

Previously galvanized surfaces shall be prepared by the Contractor in accordance with SSPC-SP16 – Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel. Brush-off blast cleaning includes SSPC-SP1 solvent cleaning or other method approved by the project manager to remove oil, grease, or other contaminants. The SSPC-SP1 is followed by a dry abrasive blasting using compressed air, blast nozzles, and abrasives. To avoid formation of zinc oxides that will result in potential coating failure, blast cleaning must occur when the surface temperature is a minimum of 5 degrees above the dew point and the surface cannot be permitted to get damp after cleaning. The Contractor shall apply coating as soon as possible after surface cleaning.

The Contractor shall apply intermediate and top coat products in accordance with manufacturer's application instructions and this specification.

546.3.1.10 Preparing Glossy Surfaces

All previously coated glossy surfaces shall be lightly abraded / deglossed prior to re-coating.

546.3.1.11 Testing for Chloride Contamination

Prepared surfaces with exposed metal will be tested by the Contractor for chloride contamination. All test areas will be recorded for retesting purposes. A minimum of five (5) tests per 1,000 s.f. or fraction thereof shall be conducted prior to surface preparation. If results greater than 7micrograms per cubic centimeter are detected, the surface shall be re-cleaned as specified and re-tested at the same frequency. If acceptable results are achieved, surface preparation may begin.

546.3.1.12 Abrasives Used in Blast Cleaning Operations

When blast cleaning options are employed in lieu of SSPC SP – 3 and SP – 11 standards (ie SP-7 and SP-6), the Contractor shall select the type of abrasive. All abrasives brought to the site shall be stored in a clean and dry environment. Abrasives shall not be recycled or re-used without NMDOT approval.

546.3.1.13 Limited Access Areas

A best effort with the specified methods of cleaning shall be performed in limited access areas. These methods may need to be supplemented with other equipment such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Project Manager.

When replacing a concrete Bridge deck, the Contractor shall not clean or coat the top surfaces of top flanges of beams and girders and shear connectors.

546.3.1.14 Chemical Paint Removal

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Chemical removal products and methods may be approved by the Department.

546.3.2 Coating

546.3.2.1 Mixing the Coatings

The Contractor shall mix the coatings with a power mixer in accordance with the coating manufacturer's directions until the Material is smooth and lump-free. The Contractor shall not use paint shakers.

The Contractor shall mix the Material as far as possible in its original container and continue mixing until the metallic powder or pigment is in suspension.

The Contractor shall thoroughly disperse the coating solids that may have settled to the bottom of the container. The Contractor shall strain coatings through a 30 – 60 mesh screen, or per coating manufacturer's recommendations.

The Contractor shall continuously agitate mixed coatings until application.

546.3.2.2 Thinning the Coating

The Contractor shall not thin the coatings without the approval of the Project Manager. If it is necessary to thin the coatings, the Contractor shall thin the Material in accordance with the manufacturer's recommendations.

546.3.2.3 Coating Application

The Contractor shall apply the coating system with a brush, roller, or by spraying (preferred). The Contractor shall use nozzles and pressures in accordance with the manufacturer's recommendations.

A stripe coat shall be applied to all edges, corners, seams, crevices, interior angles, junctions of joining members, rivets, bolt heads, nuts and threads, welds and similar irregularities. The stripe coats shall be of sufficient thickness to completely hide the surface being covered and shall be followed, as soon as practicable, by a full application of the appropriate coating to its specified thickness.

546.3.2.4 Temperature and Weather Limitations

546.3.2.4.1 Temperature

The Contractor shall apply the coating when the air and surface temperatures are above 50 °F and at least five (5) °F above the dew point.

The Contractor shall not apply coatings on metal surfaces with condensation or frost.

546.3.2.4.2 Humidity

The Contractor shall not apply the coatings when the relative humidity is above 85 %.

546.3.3 Priming

The Contractor shall prime coat all steel surfaces prepared in accordance with SSPC SP-11. The Contractor shall apply primer the same day as cleaning, unless otherwise authorized by the Project Manager. The

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Contractor shall re-clean surfaces that develop rust or are contaminated with deleterious material before coating, at no additional cost to the Department.

546.3.4 Intermediate and Topcoat

The Contractor shall ensure the primer is cured and dry before applying subsequent coats.

The Contractor shall not allow the manufacturer's recommended maximum time to lapse between coats.

546.3.5 Thickness of Coatings

The Department will reject the coating if the DFT (dry film thickness) gauge shows less than the specified minimum thickness for any coating. The Contractor shall provide coating thicknesses in accordance with Table 546.3.5:1, "Required Film Thicknesses."

Table 546.3.5:1: Required Film Thicknesses

Coating	Dry Film Thickness Range (mils)
Coating System No. 1 – Polyurethane Topcoat Overcoat / Repair System (As required For Surfaces Coated Per Section 544 New Structural Steel and Certain Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Intermediate (Epoxy)	5.0 – 8.0 mils
Topcoat (Polyurethane)	3.0 – 5.0 mils
Coating System No. 2 – Acrylic Topcoat Overcoat / Repair System (As required For Designated Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Topcoat (Acrylic)	2.0 – 4.0 mils

The Contractor shall determine the dry film thickness using magnetic film thickness gauges, per latest version of SSPC PA-2 Procedure for Determining Conformance to Dry Coating Thickness Requirements. The Contractor shall calibrate the gauges on blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. All dry film thickness requirements are to be measures above the peaks of the blast profile.

546.3.6 Field Repair of Liquid Coatings

Field repair shall be accomplished with the same coating system used for the original application with the exception that organic zinc rich primer may always be used.

The Contractor shall field repair coated areas that are rusted or damaged. The Contractor shall prepare the surface in accordance with 546.3.1 "Surface Preparation of Existing Bridges and Structures" or with methods approved by the Project Manager.

The Contractor shall prime large areas using spray Equipment, brush, or roller. The Contractor shall prime small areas with a brush. The Contractor shall spray or brush the topcoat. Two (2) or more coats may be

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necessary to build up the required film thickness. The Contractor shall apply topcoat only to areas where the topcoat is damaged.

546.3.7 Protection of the Work and Public

During the coating operations, the Contractor shall protect the work and the public from blast cleaning operations, paint splatter, splashes and smirches with protective covering or other methods approved by the Project Manager.

When the protective devices or procedures are ineffective, the Project Manager may suspend the work until corrections take place.

The Contractor shall remove blasting and coating debris from all on-site work before reopening the area to traffic.

546.3.8 Inspection

The Contractor will be responsible for performing and documenting Quality Control (QC) inspections of all shop / field surface preparation and coating activities. When the contract requires painting more than 500 square feet of steel surface, the Contractor shall reference Section 544.2.2.3 Contractor Qualifications. When the contract required painting less than 500 square feet of steel surface, the Contractor shall document all QC inspection activities, measurements and observations on the Daily Inspection report. These reports shall be submitted to the Project Manager at a minimum on a weekly basis and shall account for all work performed.

The Contractor shall notify the Project Manager at least ten (10) Days before surface preparation and/or coating to allow adequate time to plan inspection activities.

After completing erection, the Project Manager will inspect the surfaces to be embedded in concrete. The Contractor shall repair damaged or rusted surfaces before placing decks. After placing the deck and at an agreed upon time, the Project Manager will inspect the entire steel Structure for coating system damage. The Project Manager will mark damaged areas for repair and will re-inspect after repairs are complete.

546.4 METHOD OF MEASUREMENT

The Project Manager will measure cleaned areas in accordance with SSPC-SP 11 and SSPC-SP 3 before the application of the prime coat.

546.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Recoating Structures	Lump Sum
SP 3 Power Tool Cleaning	Square Foot
SP 6 Commercial Blast Cleaning	Lump Sum
SP 11 Power Tool Cleaning	Square Foot

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SP 16 Brush-Off Blast Cleaning of Galvanized Steel Lump Sum

546.5.1 Work Included in Payment

The following items will be considered as included in the payment for Recoating Structures and will not be measured and paid for separately:

1. Cleaning all exposed areas of existing steel members in accordance with SSPC-SP 1;
2. When SSPC-SP 6 is performed at the Contractor's discretion in lieu of SSPC-SP 11, SSPC-SP 11 shall be used as the pay item;
3. When SSPC-SP 7 is performed at the Contractor's discretion in lieu of SSPC-SP 3, SSPC-SP 3 shall be used as the pay item;
4. SSPC-SP 11 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price.
5. SSPC-SP 3 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price;
6. When SSPC-SP 10 Near-White Blast Cleaning is performed due to manufacturer requirements, SSPC-SP 6 shall be used as the pay item.
7. Furnishing and applying the appropriate coating system to all exposed steel surfaces of the structure;
8. Any field touch-up required to correct shipping or installation damage.
9. Final cleanup of the structure and the immediate area; and
10. Re-caulking the perimeters of all railing post base plates per Section 543.

Section 560: Elastomeric Bearing Pads

Delete **Section 560.5 Basis of Payment** and replace with the following:

Section 560.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Elastomeric Bearing Pads	Each

Section 562: Bridge Joint Strip Seals

Delete **Section 562.1: DESCRIPTION** in its entirety and replace with the following:

Section 562.1: DESCRIPTION

This Work consists of providing, assembling, and installing Bridge joint strip seal assemblies and in accordance with the Standard Drawings for Bridge Joint Strip Seals.

In addition, this Work consists of replacing and installing Bridge joint elastomer on existing Bridge joints in accordance with the Standard Drawings for Bridge Joint Strip Seals.

Add the following to **Section 562.4: METHOD OF MEASUREMENT**

Bridge Joint Elastomer will be measured by the linear foot.

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Add the following Pay Item to Section **562.5: BASIS OF PAYMENT**

Pay Item	Pay Unit
Bridge Joint Elastomer	Linear Foot

Add the following to Section **562.5.1: Work Included in Payment**

8. Bridge Joint Elastomer.

Section 601: Removal of Structures and Obstructions

Add the following to Section **601.3.2 Removal of Bridges, Culverts and Other Drainage Structures:**

601.3.2.1 Partial Removal of Bridge Elements

If partial removal is specified, the partial removal shall be in accordance with Section 533.3, Construction Requirements.

Add the following to Section **601.5.1: Work Included in Payment**

4. Means and methods associated with partial removal of Bridge elements.

Section 602: Slope and Erosion Protection Structures

602.2.1 Classifications

Delete **Table 602.2.1:1** and replace with the following:

Table 602.2.1:1: Riprap Classifications and Gabion Requirements

Class	Description	Stone Volume (cubic feet)		Minimum Dimensions ^a (inches)	Nominal D50 (feet)	Minimum Blanket Thickness (feet)
		Minimum	Maximum			
A	Wire enclosed riprap	1/6	2/3	4	0.75	--
A	Non-enclosed riprap	1/6	2/3	4	0.75	1.25
B ^b	Non-enclosed riprap	1	2	6	1.25	2.0
C ^b	Non-enclosed riprap	2	4	9	1.5	2.25
D	Derrick stone	See Table 602.2.1:2				3.0
E	Grouted riprap	1/3	1	3	1.0	1.5
F	Grouted riprap	1	2	6	1.25	2.0
G	Rock plating	--	--	4-8 ^c	--	1.0
N/A	Wrapped rockfacing	--	--	1	--	--
N/A	Gabions	--	--	4-8 ^c	--	--

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- a Minimum size in the least dimension.
- b Class B and C stone – at least two (2) Fractured Faces.
- c 70% to 80% of the stone: at least four (4) inches but not more than eight (8) inches in the smallest dimension; 30% to 20% of the stone: no larger than four (4) inches in any dimension.

Add the following to **Section 602.5 Basis of Payment**:

Pay Item	Pay Unit
Riprap Class A (Non-Enclosed)	Cubic Yard

Section 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier

Delete 9. from **Section 606.5.1: Work Included in Payment** and replace with the following:

9. Hot/Warm Mix Asphalt Material, placement and compaction;

Section 618: Traffic Control Management

Delete 10. from **Section 618.2.2: Duties**.

Section 621: Mobilization

Delete **Section 621.5.1: Work Included in Payment** in its entirety and replace with the following:

Section 621.5.1: Work Included in Payment

The Department will pay the Contractor partial payments using the following procedure:

1. When one percent (1%) or more of the Total Original Contract Amount less Mobilization is earned, up to 25 percent (25%) of the amount Bid for Mobilization or three percent (3%) of the Total Original Contract Amount, whichever is less, will be paid;
2. When five percent (5%) or more of the Total Original Contract Amount less Mobilization is earned, up to 50 percent (50%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
3. When 10 percent (10%) or more of the Total Original Contract Amount less Mobilization is earned, up to 75 percent (75%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
4. When 25 percent (25%) or more of the Total Original Contract Amount less Mobilization is earned, up to 90 percent (90%), less previous amounts paid, of the amount Bid for Mobilization will be paid; and
5. When 50 percent (50%) or more of the Total Original Contract Amount less Mobilization is earned, up to 100 percent (100%), less previous amounts paid, of the amount Bid for Mobilization will be paid.

The total sum of all Mobilization payments shall not exceed the Total Original Contract Amount Bid for the item.

The Department will not make additional payments for de-mobilization and re-mobilization due to shutdowns, whole or partial suspensions of the Work or for other Mobilization activities required for satisfactory completion of the Contract.

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Section 701: Traffic Signs and Sign Structures

Delete the first paragraph of **Section 701.2.4.6: Inspection** and replace with the following:

Prior to fabrication, the Contractor shall provide the Project Manager all signing information, including text, for review and approval. The Department will inspect Material and finished signs before and after installation at the Project site.

Add the following to **Section 701.3.5 Removing and Resetting Traffic Signs**:

701.3.5.2 Removing and Resetting Overhead Sign Structures

The Contractor shall remove existing overhead sign structures, I-beam posts and footings. The Contractor shall stockpile removed overhead sign structures and I-beam posts at locations specified in the Contract. The Contractor shall reset removed overhead sign structures on new I-beam posts with new hardware and drilled shaft foundations. The Contractor shall design new hardware for existing conditions in accordance with the manufacturer's recommendations and as specified in the Contract. The Contractor shall dispose of footing Material in an environmentally acceptable manner.

The Contractor shall backfill holes left by the removal of overhead sign structure foundations and compact in accordance with Section 203, "Excavation, Borrow and Embankment".

Polyurethane Material shall be injected into the soils beneath the roadway structure through drilled holes at locations and depths as directed by the Project Manager.

Add the following Pay Item to **Section 701.5 BASIS OF PAYMENT**

Pay Item	Pay Unit
Remove and Reset Overhead Sign Structure	Each

Add the following to **Section 701.5.1 Work Included in Payment**

8. Polyurethane Material as displayed by the certified flow meters and dynamic cone penetration (DCP) testing.

Section 702-C: Traffic Control Devices for Construction and Traffic Control Devices for Pedestrians and Bicyclists

702-C.1 DESCRIPTION

This Work shall consist of implementing the necessary traffic control during construction in conformance with the Contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the Contract traffic control Plan detailed in the Plans to the Project Manager, for review and approval by the District Traffic Engineer/or Local Government Agency Engineer or designee, prior to beginning construction operations.

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The Contractor shall furnish all Materials, tools, labor, Equipment and all other appurtenances necessary to complete the Work. The Materials shall include, all interim and temporary signing, and traffic control devices as necessary to complete the traffic control detailed in the Plans or modifications to the Plan details as approved by the District Traffic Engineer including all setups and resetting of devices.

The Contractor shall submit a summary of all necessary traffic control devices for this Project in the format indicated in Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" to the Project Manager at least two (2) weeks prior to the Pre-Construction Conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with Section 702 referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated Work and Materials defined in Standard Specifications Section 702, "Construction Traffic Control Devices", including all revisions. The Contractor will not be allowed to initiate any Work on the Project until Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" has been provided to the Project Manager.

**Table 702-C.1:1
Traffic Control Devices for Construction**

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Steel Posts And Base Posts for Construction Signing	Lin. Ft.			
Multi-Directional Slip Base Posts for Construction Signing	Each			
Portable Sign Support	Each			
Barricade, Type I	Each			
Barricade, Type II	Each			
Barricade, Type III-6 Ft.	Each			
Barricade, Type III-8 Ft.	Each			
Vertical Panel, Type Single	Each			
Vertical Panel, Type Back to Back	Each			
Construction Traffic Marker	Each			
Channelization Devices Type Drum	Each			
Traffic Cones	Each			
Sequential Arrow Display	Each			
Temporary Portable Rumble Strips	Lin. Ft.			
Total For Item 702810 Traffic Control Devices for Construction (Lump Sum)			\$	

**Table 702-C.1:2
Traffic Control Devices for Pedestrians and Bicyclists**

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Portable Sign Support	Each			

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Vertical Panel, Type Single	Each			
Temporary Pedestrian Channelization Devices	Lin. Ft.			
Temporary Detectable Warning Surface	Each			
Temporary ADA Ramp	Each			
Temporary ADA Platform	Each			
Temporary Pedestrian Barricade	Each			
Total For Item 702811 Traffic Control Devices For Pedestrians And Bicyclists (Lump Sum)			\$	

702-C.2 MATERIALS**702-C.3 CONSTRUCTION REQUIREMENTS**

All construction shall be effected by the Contractor in accordance with the applicable Plan details and Specifications shown in the Contract or modifications to the Plan details as approved by the District Traffic Engineer.

All Materials and devices shall be maintained and replaced if necessary for the duration of the Project in conformance with these Specifications.

Traffic control shall be maintained in conformance with Standard Specifications Section 618, "Traffic Control Management" for the duration of the Project.

702-C.4 METHOD OF MEASUREMENT

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist will be measured as a lump sum based on the summary provided at the Pre-Construction Conference..

702-C.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Traffic Control Devices for Construction	Lump Sum
Traffic Control Devices for Pedestrian and Bicyclist	Lump Sum

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist shall not be considered as eligible for a cost savings suggestion.

702-C.5.1 Work Included in Payment

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Setting and resetting of devices; and
2. Flaggers.

Section 704: Pavement Markings

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Delete the first paragraph of **Section 704.3.5: Rates and Tolerances for Painted Markings** and replace with the following:

The Contractor shall apply paint at a rate of 22 to 25 wet mills, (25.15 gal per mile of paint for a solid four (4) inch line and 6.31 gal per mile for a broken four (4) inch line) for permanent markings. The Contractor shall apply other permanent striping widths at appropriate multiples of these gal per mile rates, achieving 22 to 25 wet mills for solid and broken stripes.

Add the following to **Section 704.3.6: Dimension Tolerances**

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

Section 704-A: Temporary Marking Tape

Delete **Section 704-A.4 METHOD OF MEASUREMENT** and replace with the following:

Section 704-A.4 METHOD OF MEASUREMENT

The Department will measure temporary Removable and Non-Removable Marking Tape by four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24 inch widths using inch widths to calculate a total length. Temporary words or symbols will be paid by each.

Delete **Section 704-A.5: BASIS OF PAYMENT** in its entirety and replace with the following:

Section 704-A.5: BASIS OF PAYMENT

Pay Item	Pay Unit
Removable Marking Tape _____ inch	Linear Foot
Temporary Word or Symbol	Each

Section 704-A.5.1 Work Included in Payment

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

1. Repair or replacement of damaged striping due to Contractor's negligence or operations;
2. Furnishing, mixing, and applying adhesive or primers;
3. Standard surface preparation;
4. Mobile traffic control operations for traffic marking operations;
5. Removal of Removable Marking Tape and/or Temporary Word(s) or Symbol (s);
6. Repair or replacement of damaged Removable Marking Tape and Temporary Word(s) or Symbols(s).

Section 705: General Requirement for Traffic Signal and Lighting Systems

Delete Subsection **705.5 BASIS OF PAYMENT** and replace with the following

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705.5 BASIS OF PAYMENT

Signal/Lighting System Start-up Costs will be paid for the actual cost incurred, not to exceed the fixed amount entered by the Department into the Bid Schedule.

Provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Signal/Lighting System Start-up Costs.

Pay Item	Pay Unit
Signal/Lighting System Start-up Costs	Allowance

APPENDIX “B”
Additional requirements for:

Items 009-011	Diamond Grinding of PCCP – District 1
Items 012-014	Diamond Grooving of PCCP – District 1
Items 094-096	Diamond Grinding of PCCP – District 2
Items 097-099	Diamond Grooving of PCCP – District 2
Items 179-181	Diamond Grinding of PCCP – District 3
Items 182-184	Diamond Grooving of PCCP – District 3
Items 264-266	Diamond Grinding of PCCP – District 4
Items 267-269	Diamond Grooving of PCCP – District 4
Items 349-351	Diamond Grinding of PCCP – District 5
Items 352-354	Diamond Grooving of PCCP – District 5
Items 434-436	Diamond Grinding of PCCP – District 6
Items 437-439	Diamond Grooving of PCCP – District 6

Diamond-Grinding and Diamond Grooving of Portland Cement Concrete Pavement- This work consists of diamond grinding and/or diamond grooving Portland cement concrete pavement and includes the removal and residue resulting from the work as described in Section 455 “Diamond-Grinding and Diamond-Grooving of Portland Cement Concrete Pavement (PCCP)” and Section 512.3.10 “Final Operations” of the NMDOT Standard Specifications for Highway and Bridge Construction, current edition.

- Field surveying and profile grade determination - The Contractor shall perform a detailed survey of the bridge deck, approach slabs and beyond as necessary to determine the existing profile of the bridge and approaches. The Contractor shall use this data to develop a proposed revised profile grade as a guide to the proposed grinding or grooving. Prior to beginning grade adjustments, the Contractor shall submit to the authorized ordering Engineer for approval, a detail drawing of the area to be grinded or grooved to the final proposed grades. At the completion of work at a location, the Contractor shall conduct another survey of the area showing the corrected profile grades.
- The Project Manager may direct the Contractor to perform Diamond-Grinding of the asphalt pavement within 100 feet on each side of the bridge. This will be paid for as Diamond-Grinding of Portland Cement Concrete Pavement.

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The Contractor may refuse to treat a bridge deck or grind-groove a bridge deck, provided a survey of the deck surface indicates the bridge deck condition is not suitable for the application of the PCBDO or for the suitability of diamond grinding or diamond grooving of Portland cement concrete pavement.

The Contractor is responsible for verifying the suitability of the bridge deck and adjoining approach and transition slabs prior to mobilization. The Contractor shall provide a written notice to the parties executing the work of any bridge decks or areas unsuitable for treatment or for grinding or grooving.

APPENDIX “C”

Additional requirements for:

Items 022-025	Epoxy Polymer Concrete Deck Overlay – District 1
Items 026-029	Epoxy Urethane Polymer Concrete Deck Overlay – District 1
Items 107-110	Epoxy Polymer Concrete Deck Overlay – District 2
Items 111-114	Epoxy Urethane Polymer Concrete Deck Overlay – District 2
Items 192-195	Epoxy Polymer Concrete Deck Overlay – District 3
Items 196-199	Epoxy Urethane Polymer Concrete Deck Overlay – District 3
Items 277-280	Epoxy Polymer Concrete Deck Overlay – District 4
Items 281-284	Epoxy Urethane Polymer Concrete Deck Overlay – District 4
Items 362-365	Epoxy Polymer Concrete Deck Overlay – District 5
Items 366-369	Epoxy Urethane Polymer Concrete Deck Overlay – District 5
Items 447-450	Epoxy Polymer Concrete Deck Overlay – District 6
Items 451-454	Epoxy Urethane Polymer Concrete Deck Overlay – District 6

The Contractor shall:

1. Prepare the concrete to produce a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation CSP 5-7, or ASTM E 965 pavement macrotexture depth of from 0.04 in to 0.08 in. Provide concrete surface profile chips to the Project Manager for inspection and acceptance of prepared surface. ICRI concrete surface profile chips will become the property of the Department.
2. Section 536 materials shall be applied on all deck, approach slab and/or transition slab areas using mechanical metering, mixing and distribution machinery as recommended by the manufacturer of the overlay system. Hand mixing is not allowed. Components A and B shall be applied within the temperature range recommended by the manufacturer. No vehicle and/or equipment shall be allowed on the overlay during the curing period. Broadcasting on concrete shall be performed in accordance with the manufacturer's directions and the method approved by the Project Manager.
3. For work orders consisting of both deck sealing work (Section 535) and overlay work (Section 536), all materials must be from the same manufacturer and compatible as per the manufacturer's recommendations and selected from the Department's Approved Product List.
4. At least 7 calendar days prior to applying the Polymer Bridge Deck Overlay to the overall concrete surface, a proof test must be performed by the Contractor and witnessed by the Project Manager. Apply and test the proposed overlay material in accordance with Appendix “C” at the end of this document. Upon completion of the curing period, perform the designated pull-off test. Failure must be a Type 1 failure as described in Appendix “C” Section e.6.b. If the failure type is any other type, repeat this test in another representative

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area. If the second test results in anything other than a Type 1 failure, the proposed material shall not be used on this project.

Appendix “D”**Additional requirements for:**

Item 030	Testing Polymer Overlay for Surface Preparation and Adhesion – District 1
Item 115	Testing Polymer Overlay for Surface Preparation and Adhesion – District 2
Item 200	Testing Polymer Overlay for Surface Preparation and Adhesion – District 3
Item 285	Testing Polymer Overlay for Surface Preparation and Adhesion – District 4
Item 370	Testing Polymer Overlay for Surface Preparation and Adhesion – District 5
Item 455	Testing Polymer Overlay for Surface Preparation and Adhesion – District 6

Test Method for Testing Polymer Overlays for Surface Preparation and Adhesion**a. Scope**

This method covers the test procedure used to measure the tensile rupture strength between hydraulic cement concrete and polymer concrete overlays. This test procedure may involve hazardous materials, operations, and equipment. Follow all manufacturer suggested safety precautions when performing the test. This test is similar to ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. NOTE: “Polymer Overlay” represents the complete system; polymer adhesive and aggregate bonded to the concrete bridge deck.

b. References

b.1 ACI Manual of Concrete Practice 503R, Appendix A

c. Apparatus

c.1 A dynamometer with a minimum capacity of 2,000 lb/f.

c.2 A mechanical testing device for pulling a bonded pipe cap in tension as shown in ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. See Figure 1 below.

c.3 Core drill with a 2 inch inside diameter diamond tipped core barrel.

c.4 A standard 1½ inch diameter pipe cap, where the bottom surface has been machined smooth, flat, and shoulder cut to provide a 2 inch diameter bonding surface. The surface of the pipe cap should be textured to provide good adhesion to the adhesive. This may be achieved by sandblasting, scoring or any method that produces a roughened bonding surface.

c.5 A rapid curing adhesive with strength and viscosity properties suitable for bonding the pipe caps to the overlay. A high viscosity, rapid setting epoxy with a pot life of 3 to 25 minutes is recommended.

c.6 Ruler or measuring device,

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c.7 Small propane torch (optional).

c.8 Surface and internal thermometers.

Note a: Test equipment for this procedure is available in other forms and may be used with the approval of the Project Manager.

d. Preparation of Test Patches

d.1 Select 1½ foot x 3 foot areas of the bridge deck for the polymer concrete test patches. The test patches should cover typical surface conditions found on the bridge deck. Place the test patches in the wheel paths, in the area between wheel paths and in other areas that represent the worst surface condition.

d.2 Clean test patch areas by the same method to be used to prepare the entire deck. Remove all loose disintegrated concrete, dirt, paint, oil, asphalt, laitance carbonation and curing materials from patches and other foreign material from the surface of the deck that can interfere with the curing or adhesion of the overlay. Cleaning is usually indicated by a significant change in the color of the concrete and exposing coarse aggregate particles.

d.3 Tape off an area 1½ foot x 3 foot using duct tape. Measure and record the temperatures of the air, deck surface, polymer components and aggregate.

d.4 Mix the polymer components as prescribed by the manufacturer using the same equipment, timing, and sequence of operation as will be used when placing the overlay on the full deck surface.

d.5 Collect a 2 ounce sample of the mixed polymer and measure and record the polymer gel time. The gel time is the time interval between the initial mixing of the polymer and the formation of a gelatinous mass in the center of the sample.

d.6 Accurately prepare sufficient quantities of the polymer mixture for each test patch. Place the polymer on each 0.5 square yard prepared test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

d.7 Allow the polymer to cure as required to allow sweeping or vacuuming without damaging the surface (curing time varies according to temperature). Curing of the first course can be checked by placing thumb on the aggregate and applying pressure. If the aggregate moves, curing has not been sufficient. See TABLE 1 for typical minimum cure times.

d.8 Remove excess aggregate.

d.9 Accurately measure sufficient quantities of the polymer mixture for each test patch. Place the polymer on the first course of each 0.5 square yard test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

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d.10 Allow the polymer to cure as required to prevent damage from traffic. See TABLE 1 for typical minimum cure times.

d.11 Remove excess aggregate.

Table 1: Typical Polymer Concrete Overlay Cure Times

Course	Average Temperature of Overlay Components, °F						
	55-59	60-64	65-69	70-74	75-79	80-85	85+
	Minimum Cure Time, hrs.						
1	5	4	3	2.5	2	1.5	1
2	8	6.5	5	4	3	3	3

e. Procedure

e.1 Using a diamond tipped core barrel, drill through the polymer overlay and into the concrete surface to a depth of ½ inch. The dimensions of the core barrel must be such that the resulting concrete core is 2 inches in diameter. Do not use water for the coring operation.

e.2 Vacuum or blow the dust from around the core. Bond a 1½ inch pipe cap that has been machined to have a flat bottom surface of 2 inches in diameter, to the cored overlay disk. The adhesive used to bond the pipe cap to the overlay should be a rapid curing adhesive with a minimum working life of 3 minutes. Apply a small amount of adhesive to both the pipe cap surface and the cored disk. Do not allow any adhesive to flow over the edge of the cored disk or down into the cored area. If this occurs, do not record the test result, core an alternate area and perform another test. To decrease the curing time of the epoxy adhesives, heat may be applied to pipe cap by means of a small propane torch. Do not heat the cored disk directly!! Monitor the temperature of the pipe cap. Do not allow the cap temperature to exceed 120°F.

e.3 It is of the utmost importance that the tensile rupture equipment and dynamometer be aligned with the extended axis of the pipe cap to give accurate test results. To ensure the alignment of the apparatus alignment the use of a template is advised.

e.4 Screw the lower threaded hook into the cap. Place the testing apparatus over the pipe cap and align with the cored disk.

e.5 Attach the dynamometer to the upper and lower hooks. Set the load indicator on the dynamometer to zero. Check the date of calibration on the dynamometer. It must have been calibrated within the last 12 months.

e.6 Apply a tensile load at the rate of 100 + 10 pounds, every 5 seconds.

e.6.a Record the load for each test core to the nearest 10 lbf.

e.6.b Record the type of failure for each test core and percent failure in the concrete over the test area for Type 1 and Type 2 failures.

There are five types of failures:

- Type 1 - Failure in the concrete at a depth greater than or equal to ¼ inch over more than 50% of the test area.

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- Type 2 - Failure in the concrete at a depth less than ¼ inch over more than 50% of test area.
- Type 3 - Separation of the polymer overlay from the concrete surface.
- Type 4 - Failure within the polymer overlay.
- Type 5 - Failure of the test adhesive.

A properly applied polymer overlay on a properly prepared surface typically will result in a failure in the concrete (Type 1).

e.7 Perform a minimum 4 pull-off tests on each 1½ foot x 3 foot test patch.

e.8 Repair the hole created by the tensile rupture strength test with a mixture of the polymer and aggregate used in the overlay.

f. Calculations

f.1 Use the 3 highest values to calculate the Tensile Rupture Strength for the test patch as noted below.

f.1.a For Type 1 failures:

- Tensile Rupture Strengths less than 250 psi will not be used in the average tensile rupture calculation.
- Should one pullout fail below 250 psi the test result will be the average of the two remaining pull-off tests.
- A failure in the concrete below 250 psi indicates weak concrete, not poor overlay bond.

f.1.b For Type 2, 3 or 5 failures use the average of the three highest pull-off values to determine the Tensile Rupture Strength.

f.1.c Type 4 failures will not be accepted or used in calculations.

f.2 Determine the Tensile Rupture Strength for each test core using the following equation:

$$TRS_x = P/A$$

TRS_x = Tensile Rupture Strength for one test core.

P = Load (Dynamometer)

A = Area of cored disc, verify the area previous to performing the calculations.

f.2.a This value will be recorded as the result for one test core. Record the result to nearest 10 psi.

f.3 Determine the average Tensile Rupture Strength for each test patch using the following equation.

$$TRS_{avg} = \frac{TRS_1 + TRS_2 + \dots TRS_n}{n}$$

n = number of test cores

f.3.a This value will be recorded as the result for one test patch. Record the result to nearest 10 psi.

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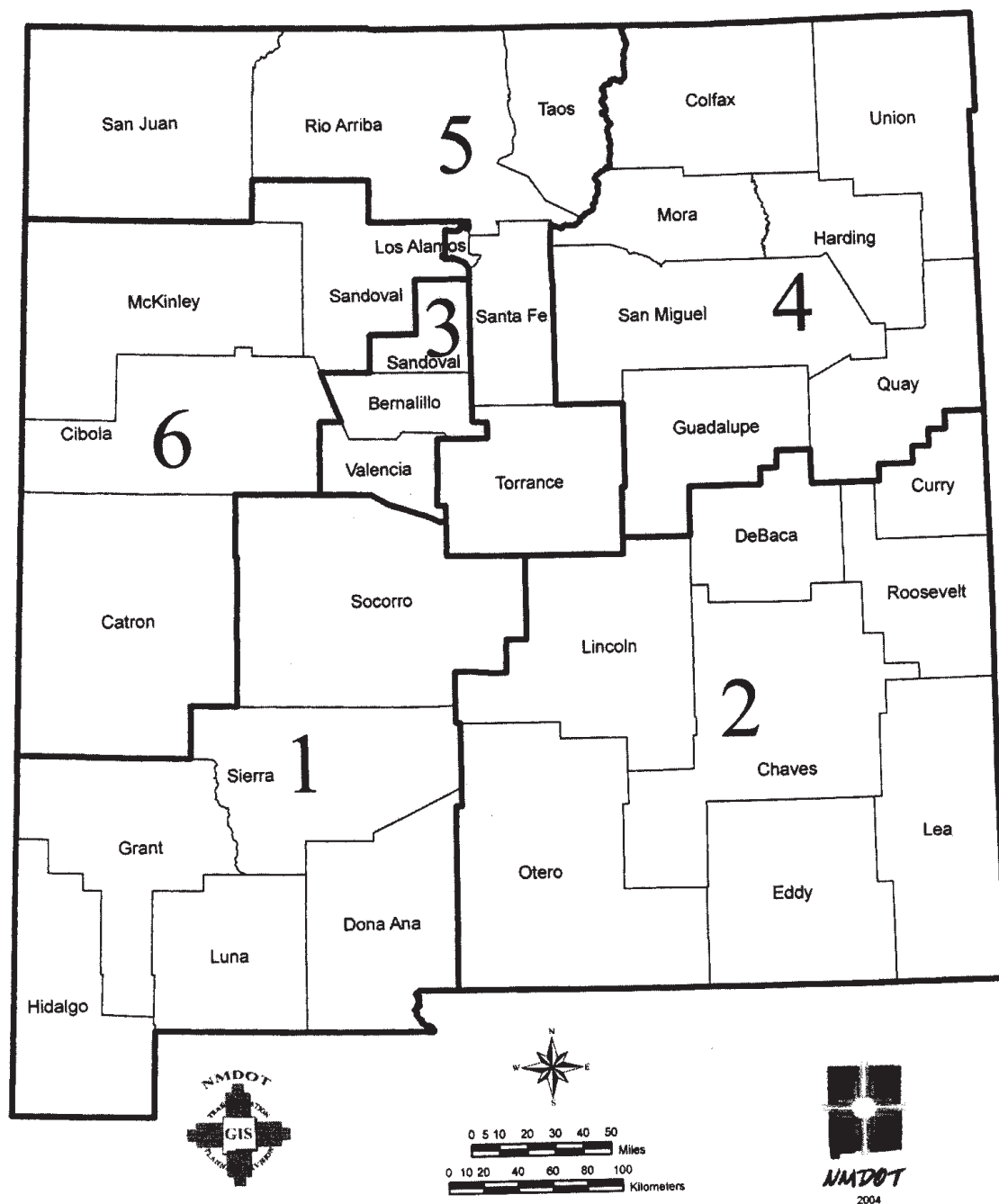


Figure 1

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
1	S.Y.	Partial Depth Deck Patching – District 1, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 001. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,263.00	\$565.00	\$1,171.00
2	S.Y.	Partial Depth Deck Patching – District 1, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 002. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,138.00	\$519.00	\$1,117.00
3	S.Y.	Partial Depth Deck Patching – District 1, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 003. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,046.00	\$517.00	\$1,113.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
4	S.Y.	Full Depth Deck Repair or Replacement – District 1 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 004. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$2,243.00	\$750.00	\$3,318.00
5	S.Y.	Full Depth Deck Repair or Replacement – District 1 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 005. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,917.00	\$655.00	\$2,266.00
6	S.Y.	Full Depth Deck Repair or Replacement – District 1 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 006. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,684.00	\$655.00	\$2,005.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
7	EACH	Embedded Galvanic Anodes – District 1, Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	\$19.00	\$15.95	\$57.00
8	EACH	Embedded Galvanic Anodes – District 1, Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	\$16.00	\$12.85	\$41.00
9	S.Y.	Diamond Grinding of PCCP – District 1, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	\$321.00	\$230.00	\$848.00
10	S.Y.	Diamond Grinding of PCCP – District 1, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$112.00	\$222.00
11	S.Y.	Diamond Grinding of PCCP – District 1, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$40.85	\$46.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
12	S.Y.	Diamond Grooving of PCCP – District 1, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	\$346.00	\$65.55	\$584.00
13	S.Y.	Diamond Grooving of PCCP – District 1, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$40.00	\$153.00
14	S.Y.	Diamond Grooving of PCCP – District 1, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$23.45	\$39.00
15	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 1, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$145.00	\$852.00
16	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 1, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$75.25	\$245.00
17	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 1, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	\$346.00	\$35.65	\$66.00
18	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1, Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	\$38.00
19	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1, Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	\$22.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
20	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1 , Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	\$53.00
21	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1 , Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	\$29.00
22	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	\$77.00
23	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$139.00	\$18.40	\$47.00
24	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	\$113.00
25	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	\$59.00
26	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	\$131.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
27	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1, Section 536 and Appendix "C" (Range over 499 Square Yards)	\$148.00	\$18.40	\$87.00
28	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1, As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	\$167.00
29	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1, As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	\$109.00
30	S.Y.	Testing Polymer Overlay for Surface Preparation & Adhesion – District 1, Per the requirements and Appendix "D" of this Agreement	\$4,671.00	\$3,000.00	\$4,010.00
31	EACH	Bearing Modification – District 1, Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	\$7,176.00	\$2,465.00	\$8,874.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
32	EACH	Temporary Shoring (Abutments) – District 1 , Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,694.00	\$3,875.00	\$8,371.00
33	EACH	Temporary Shoring (Piers) – District 1 , Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,694.00	\$4,685.00	\$8,371.00
34	HR.	Welder & Welder Assistant – District 1 , Certified welder and assistant for welding of various components. Section 541.3.6.4.1	\$324.00	\$295.00	\$404.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
35	L.F.	Strip Seal Joint Full Depth Replacement at Abutments – District 1 , Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 035. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$259.25	\$677.00
36	L.F.	Strip Seal Joint Full Depth Replacement at Piers – District 1 , Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 036. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$290.25	\$625.00
37	L.F.	Strip Seal Joint Partial Depth Replacement – District 1 , Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$477.00	\$165.50	\$421.00
38	L.F.	Joint Seals – District 1 , Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	\$124.00	\$53.75	\$143.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
39	L.F.	Pre-Molded Joint Seal – District 1 , Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	\$124.00	\$58.00	\$194.00
40	L.F.	Pre-Molded Joint Seal with Concrete Removal – District 1 , Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	\$547.00	\$82.70	\$353.00
41	S.Y.	Concrete Repair – District 1 , May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	\$1,422.00	\$640.00	\$624.00
42	C.Y.	Substructure Replacement – District 1 , Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 046 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	\$5,096.00	\$3,055.00	\$2,200.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
43	C.Y.	Backwall Replacement – District 1 , Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 035, 037, 038, 039 or 040. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 043. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	\$5,050.00	\$4,245.00	\$2,100.00
44	C.Y.	Concrete Box Culvert Extension – District 1 , Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	\$4,013.00	\$2,595.00	\$1,554.00
45	S.F.	Concrete Slab on Grade – District 1 , Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	\$194.00	\$56.70	\$92.00
46	LBS.	Reinforcing Bars – District 1 , Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	\$4.00	\$5.40	\$4.50

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
47	S.Y.	Penetrating Water Repellent Treatment – District 1 , Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer’s recommendations. Section 532 and Special Provisions for Section 532	\$6.00	\$6.10	\$17.00
48	GAL.	Epoxy Injection – District 1 , Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	\$3,009.00	\$3,205.00	\$7,905.00
49	L.F.	Concrete Barrier Railing Replacement – District 1 , New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	\$413.00	\$287.50	\$755.00
50	L.F.	Metal Railing (Bridge Railing) – District 1 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	\$192.00	\$128.70	\$232.00
51	L.F.	Metal Railing (Bridge Railing) – District 1 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	\$160.00	\$120.55	\$192.00
52	S.F.	Surface Preparation And Recoating Of Concrete Surfaces – District 1 , Section 511	\$16.00	\$8.55	\$17.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
53	S.F.	Surface Preparation And Recoating of Steel Structural Components – District 1 , Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	\$59.00	\$57.00	\$63.50
54	S.F.	Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 1 , Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	\$112.00	\$92.25	\$51.00
55	S.F.	Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 1 , Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	\$90.00	\$54.10	\$26.00
56	S.F.	FRP Finish Coat (Final) – District 1 , Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	\$64.00	\$16.15	\$5.00
57	L.F.	12 Inch - 48 Inch CMP Run Down – District 1 , Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	\$133.00	\$85.00	\$264.00
58	C.Y.	Rip Rap or Gabions – District 1 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	\$1,074.00	\$416.35	\$691.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
59	C.Y.	Rip Rap or Gabions – District 1 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	\$1,048.00	\$248.85	\$442.00
60	C.Y.	Erosion Repair – District 1 , Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	\$67.00	\$64.50	\$131.00
61	C.Y.	Placement Of Flowable Fill – District 1 , This work consists of providing and placing flowable fill. Section 516	\$441.00	\$90.00	\$412.00
62	S.F.	Slope Paving – District 1 , Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	\$23.00	\$16.95	\$21.00
63	S.F.	Slope Paving Repair – District 1 , Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	\$44.00	\$32.85	\$29.00
64	L.F.	Temporary Concrete Wall Barrier Placement – District 1 , Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	\$34.00	\$14.50	\$123.00
65	L.F.	Temporary Concrete Wall Barrier Reset – District 1 , Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	\$10.00	\$12.40	\$23.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
66	HRS.	Traffic Control Work Hours Per Lane (Urban Areas) – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$149.50	\$790.00
67	DAYS	Traffic Control Work Days Per Lane (Urban Areas) – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,431.00	\$1,495.00	\$5,012.00
68	HRS.	Traffic Control Work Hours Per Lane (Rural Areas) – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$89.70	\$1,099.00
69	DAYS	Traffic Control Work Days Per Lane (Rural Areas) – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,431.00	\$897.00	\$5,011.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
70	HRS.	Traffic Control Work Hours Beyond the Shoulder – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$89.70	\$1,214.00
71	DAYS	Traffic Control Work Days Beyond the Shoulder – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,986.00	\$897.00	\$4,202.00
72	HRS.	Traffic Control Shoulder Closure Hours on Freeway – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$72.60	\$783.00
73	DAYS	Traffic Control Shoulder Closure Days on Freeway – District 1 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,987.00	\$726.00	\$4,279.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
74	BARRELS	Crash Cushion – District 1 , Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	\$3,166.00	\$1,445.00	\$1,375.00
75	HRS.	Flagging Traffic Control (Urban Areas) – District 1 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	\$60.00
76	HRS.	Flagging Traffic Control (Rural Areas) – District 1 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	\$60.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
77	HRS.	Variable Message Board – District 1, Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	\$41.00	\$25.00	\$39.00
78	HRS.	Signalized Traffic Control – District 1, Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	\$145.00	\$35.00	\$1,703.00
79	L.F.	Permanent Striping – District 1, Provide and place pavement striping using paint and traffic beads in work zones. Section 704	\$0.70	\$11.55	\$14.00
80	L.F.	Marking Tape – District 1, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	\$4.20	\$3.10	\$16.00
81	EACH	Reflectorized Pavement Tabs – District 1, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	\$5.80	\$8.30	\$39.00
82	L.F.	Eradication of Pavement Markings – District 1, Removal of existing pavement markings. Section 721	\$1.40	\$36.45	\$42.00
83	S.F.	Panel Signs – District 1, Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	\$122.00	\$35.00	\$116.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
84	MILE	Mobilization – District 1 , No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	\$58.00	\$57.60	\$25.00
85	PERCENT	Discount / Payment for Invoice Items – District 1 , Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	0 Percent	0 Percent	0 Percent
86	S.Y.	Partial Depth Deck Patching – District 2 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 086. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,315.00	\$565.00	\$1,171.00
87	S.Y.	Partial Depth Deck Patching – District 2 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 087. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,185.00	\$519.00	\$1,117.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
88	S.Y.	Partial Depth Deck Patching – District 2, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 088. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,089.00	\$517.00	\$1,113.00
89	S.Y.	Full Depth Deck Repair or Replacement – District 2, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 089. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$2,329.00	\$750.00	\$3,318.00
90	S.Y.	Full Depth Deck Repair or Replacement – District 2, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 090. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,992.00	\$655.00	\$2,266.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
91	S.Y.	Full Depth Deck Repair or Replacement – District 2 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 091. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,749.00	\$655.00	\$2,005.00
92	EACH	Embedded Galvanic Anodes – District 2 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	\$20.00	\$15.95	\$57.00
93	EACH	Embedded Galvanic Anodes – District 2 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	\$17.00	\$12.85	\$41.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
94	S.Y.	Diamond Grinding of PCCP – District 2, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	\$327.00	\$230.00	\$848.00
95	S.Y.	Diamond Grinding of PCCP – District 2, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	\$353.00	\$112.00	\$222.00
96	S.Y.	Diamond Grinding of PCCP – District 2, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	\$353.00	\$40.85	\$46.00
97	S.Y.	Diamond Grooving of PCCP – District 2, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	\$353.00	\$65.55	\$584.00
98	S.Y.	Diamond Grooving of PCCP – District 2, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	\$353.00	\$40.00	\$153.00
99	S.Y.	Diamond Grooving of PCCP – District 2, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	\$353.00	\$23.45	\$39.00
100	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 2, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$353.00	\$145.00	\$852.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
101	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 2 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$353.00	\$75.25	\$245.00
102	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 2 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	\$353.00	\$35.65	\$66.00
103	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2 , Section 535 (Range 0 to 499 Square Yards)	\$70.00	\$22.95	\$38.00
104	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2 , Section 535 (Range over 499 Square Yards)	\$45.00	\$18.40	\$22.00
105	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2 , Section 535 (Range 0 to 499 Square Yards)	\$70.00	\$22.95	\$53.00
106	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2 , Section 535 (Range over 499 Square Yards)	\$45.00	\$18.40	\$29.00
107	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$220.00	\$22.95	\$77.00
108	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$144.00	\$18.40	\$47.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
109	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$285.00	\$24.85	\$113.00
110	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$195.00	\$20.35	\$59.00
111	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$220.00	\$22.95	\$131.00
112	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2 , Section 536 and Appendix "C" (Range over 499 Square Yards)	\$154.00	\$18.40	\$87.00
113	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$285.00	\$24.85	\$167.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
114	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$195.00	\$20.35	\$109.00
115	S.Y.	Testing Polymer Overlay for Surface Preparation & Adhesion – District 2 , Per the requirements and Appendix "D" of this Agreement	\$4,839.00	\$3,000.00	\$4,010.00
116	EACH	Bearing Modification – District 2 , Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	\$7,392.00	\$2,465.00	\$8,874.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
117	EACH	Temporary Shoring (Abutments) – District 2 , Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,887.00	\$3,875.00	\$8,371.00
118	EACH	Temporary Shoring (Piers) – District 2 , Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,887.00	\$4,685.00	\$8,371.00
119	HOURL	Welder & Welder Assistant – District 2 , Certified welder and assistant for welding of various components. Section 541.3.6.4.1	\$337.00	\$295.00	\$404.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
120	L.F.	Strip Seal Joint Full Depth Replacement at Abutments – District 2 , Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 120. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$625.00	\$259.25	\$677.00
121	L.F.	Strip Seal Joint Full Depth Replacement at Piers – District 2 , Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 121. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$626.00	\$290.25	\$625.00
122	L.F.	Strip Seal Joint Partial Depth Replacement – District 2 , Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$497.00	\$165.50	\$421.00
123	L.F.	Joint Seals – District 2 , Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	\$129.00	\$53.75	\$143.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
124	L.F.	Pre-Molded Joint Seal – District 2 , Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	\$129.00	\$58.00	\$194.00
125	L.F.	Pre-Molded Joint Seal with Concrete Removal – District 2 , Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	\$568.00	\$82.70	\$353.00
126	S.Y.	Concrete Repair – District 2 , May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	\$1,496.00	\$640.00	\$624.00
127	C.Y.	Substructure Replacement – District 2 , Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 131 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	\$5,241.00	\$3,055.00	\$2,200.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
128	C.Y.	Backwall Replacement – District 2 , Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 120, 122, 123, 124 or 125. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 128. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	\$5,225.00	\$4,245.00	\$2,100.00
129	C.Y.	Concrete Box Culvert Extension – District 2 , Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	\$4,163.00	\$2,595.00	\$1,554.00
130	S.F.	Concrete Slab on Grade – District 2 , Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	\$203.00	\$56.70	\$92.00
131	LBS.	Reinforcing Bars – District 2 , Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	\$5.00	\$5.40	\$4.50

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
132	S.Y.	Penetrating Water Repellent Treatment – District 2 , Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer’s recommendations. Section 532 and Special Provisions for Section 532	\$6.00	\$6.10	\$17.00
133	GAL.	Epoxy Injection – District 2 , Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	\$3,149.00	\$3,205.00	\$7,905.00
134	L.F.	Concrete Barrier Railing Replacement – District 2 , New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	\$427.00	\$287.50	\$755.00
135	L.F.	Metal Railing (Bridge Railing) – District 2 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	\$201.00	\$128.70	\$232.00
136	L.F.	Metal Railing (Bridge Railing) – District 2 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	\$168.00	\$120.55	\$192.00
137	S.F.	Surface Preparation And Recoating Of Concrete Surfaces – District 2 , Section 511	\$16.00	\$8.55	\$17.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
138	S.F.	Surface Preparation And Recoating of Steel Structural Components – District 2 , Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	\$60.00	\$57.00	\$63.50
139	S.F.	Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 2 , Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	\$117.00	\$92.25	\$51.00
140	S.F.	Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 2 , Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	\$94.00	\$54.10	\$26.00
141	S.F.	FRP Finish Coat (Final) – District 2 , Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	\$67.00	\$16.15	\$5.00
142	L.F.	12 Inch - 48 Inch CMP Run Down – District 2 , Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	\$139.00	\$85.00	\$264.00
143	C.Y.	Rip Rap or Gabions – District 2 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	\$1,125.00	\$416.35	\$691.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
144	C.Y.	Rip Rap or Gabions – District 2 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	\$1,097.00	\$248.85	\$442.00
145	C.Y.	Erosion Repair – District 2 , Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	\$70.00	\$64.50	\$131.00
146	C.Y.	Placement Of Flowable Fill – District 2 , This work consists of providing and placing flowable fill. Section 516	\$451.00	\$90.00	\$412.00
147	S.F.	Slope Paving – District 2 , Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	\$24.00	\$16.95	\$21.00
148	S.F.	Slope Paving Repair – District 2 , Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	\$46.00	\$32.85	\$29.00
149	L.F.	Temporary Concrete Wall Barrier Placement – District 2 , Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	\$36.00	\$14.50	\$123.00
150	L.F.	Temporary Concrete Wall Barrier Reset – District 2 , Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	\$10.00	\$12.40	\$23.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
151	HRS.	Traffic Control Work Hours Per Lane (Urban Areas) – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$316.00	\$149.50	\$790.00
152	DAYS	Traffic Control Work Days Per Lane (Urban Areas) – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,528.00	\$1,495.00	\$5,012.00
153	HRS.	Traffic Control Work Hours Per Lane (Rural Areas) – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$316.00	\$89.70	\$1,099.00
154	DAYS	Traffic Control Work Days Per Lane (Rural Areas) – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,528.00	\$897.00	\$5,011.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
155	HRS.	Traffic Control Work Hours Beyond the Shoulder – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$247.00	\$89.70	\$1,214.00
156	DAYS	Traffic Control Work Days Beyond the Shoulder – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,064.00	\$897.00	\$4,202.00
157	HRS.	Traffic Control Shoulder Closure Hours on Freeway – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$247.00	\$72.60	\$783.00
158	DAYS	Traffic Control Shoulder Closure Days on Freeway – District 2 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,066.00	\$726.00	\$4,279.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
159	Barrel	Crash Cushion – District 2 , Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	\$3,261.00	\$1,445.00	\$1,375.00
160	HRS.	Flagging Traffic Control (Urban Areas) – District 2 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$83.00	\$67.35	\$60.00
161	HRS.	Flagging Traffic Control (Rural Areas) – District 2 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$83.00	\$67.35	\$60.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
162	HRS.	Variable Message Board – District 2, Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	\$43.00	\$25.00	\$39.00
163	HRS.	Signalized Traffic Control – District 2, Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	\$147.00	\$35.00	\$1,703.00
164	L.F.	Permanent Striping – District 2, Provide and place pavement striping using paint and traffic beads in work zones. Section 704	\$0.70	\$11.55	\$14.00
165	L.F.	Marking Tape – District 2, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	\$4.40	\$3.10	\$16.00
166	EACH	Reflectorized Pavement Tabs – District 2, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	\$5.80	\$8.30	\$39.00
167	L.F.	Eradication of Pavement Markings – District 2, Removal of existing pavement markings. Section 721	\$1.40	\$36.45	\$42.00
168	S.F.	Panel Signs – District 2, Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	\$124.00	\$35.00	\$116.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
169	MILE	Mobilization – District 2 , No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	\$59.00	\$57.60	\$25.00
170	EACH	Discount / Payment for Invoice Items – District 2 , Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	0 Percent	0 Percent	0 Percent
171	S.Y.	Partial Depth Deck Patching – District 3 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 171. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,073.00	\$565.00	\$1,171.00
172	S.Y.	Partial Depth Deck Patching – District 3 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 172. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$966.00	\$519.00	\$1,117.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
173	S.Y.	Partial Depth Deck Patching – District 3 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 173. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$888.00	\$517.00	\$1,113.00
174	S.Y.	Full Depth Deck Repair or Replacement – District 3 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 174. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,921.00	\$750.00	\$3,318.00
175	S.Y.	Full Depth Deck Repair or Replacement – District 3 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 175. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,641.00	\$655.00	\$2,266.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
176	S.Y.	Full Depth Deck Repair or Replacement – District 3 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 176. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,442.00	\$655.00	\$2,005.00
177	EACH	Embedded Galvanic Anodes – District 3 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	\$15.00	\$15.95	\$57.00
178	EACH	Embedded Galvanic Anodes – District 3 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	\$12.00	\$12.85	\$41.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
179	S.Y.	Diamond Grinding of PCCP – District 3, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	\$300.00	\$230.00	\$848.00
180	S.Y.	Diamond Grinding of PCCP – District 3, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	\$321.00	\$112.00	\$222.00
181	S.Y.	Diamond Grinding of PCCP – District 3, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	\$321.00	\$40.85	\$46.00
182	S.Y.	Diamond Grooving of PCCP – District 3, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	\$321.00	\$65.55	\$584.00
183	S.Y.	Diamond Grooving of PCCP – District 3, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	\$321.00	\$40.00	\$153.00
184	S.Y.	Diamond Grooving of PCCP – District 3, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	\$321.00	\$23.45	\$39.00
185	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 3, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$321.00	\$145.00	\$852.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
186	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 3 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$321.00	\$75.25	\$245.00
187	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 3 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	\$321.00	\$35.65	\$66.00
188	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3 , Section 535 (Range 0 to 499 Square Yards)	\$55.00	\$22.95	\$38.00
189	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3 , Section 535 (Range over 499 Square Yards)	\$36.00	\$18.40	\$22.00
190	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3 , Section 535 (Range 0 to 499 Square Yards)	\$55.00	\$22.95	\$53.00
191	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3 , Section 535 (Range over 499 Square Yards)	\$36.00	\$18.40	\$29.00
192	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$181.00	\$22.95	\$77.00
193	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$119.00	\$18.40	\$47.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
194	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$231.00	\$24.85	\$113.00
195	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$160.00	\$20.35	\$59.00
196	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$181.00	\$22.95	\$131.00
197	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3 , Section 536 and Appendix "C" (Range over 499 Square Yards)	\$129.00	\$18.40	\$87.00
198	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$231.00	\$24.85	\$167.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
199	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$160.00	\$20.35	\$109.00
200	S.Y.	Testing Polymer Overlay for Surface Preparation & Adhesion – District 3 , Per the requirements and Appendix "D" of this Agreement	\$4,025.00	\$3,000.00	\$4,010.00
201	EACH	Bearing Modification – District 3 , Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	\$6,352.00	\$2,465.00	\$8,874.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
202	EACH	Temporary Shoring (Abutments) – District 3 , Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$5,949.00	\$3,875.00	\$8,371.00
203	EACH	Temporary Shoring (Piers) – District 3 , Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$5,949.00	\$4,685.00	\$8,371.00
204	HOURL	Welder & Welder Assistant – District 3 , Certified welder and assistant for welding of various components. Section 541.3.6.4.1	\$279.00	\$295.00	\$404.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
205	L.F.	Strip Seal Joint Full Depth Replacement at Abutments – District 3 , Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 205. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$521.00	\$259.25	\$677.00
206	L.F.	Strip Seal Joint Full Depth Replacement at Piers – District 3 , Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 206. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$522.00	\$290.25	\$625.00
207	L.F.	Strip Seal Joint Partial Depth Replacement – District 3 , Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$409.00	\$165.50	\$421.00
208	L.F.	Joint Seals – District 3 , Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	\$107.00	\$53.75	\$143.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
209	L.F.	Pre-Molded Joint Seal – District 3 , Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	\$107.00	\$58.00	\$194.00
210	L.F.	Pre-Molded Joint Seal with Concrete Removal – District 3 , Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	\$473.00	\$82.70	\$353.00
211	S.Y.	Concrete Repair – District 3 , May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	\$1,156.00	\$640.00	\$624.00
212	C.Y.	Substructure Replacement – District 3 , Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 216 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	\$4,552.00	\$3,055.00	\$2,200.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
213	C.Y.	Backwall Replacement – District 3 , Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 205, 207, 208, 209 or 210. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 213. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	\$4,394.00	\$4,245.00	\$2,100.00
214	C.Y.	Concrete Box Culvert Extension – District 3 , Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	\$3,453.00	\$2,595.00	\$1,554.00
215	S.F.	Concrete Slab on Grade – District 3 , Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	\$164.00	\$56.70	\$92.00
216	LBS.	Reinforcing Bars – District 3 , Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	\$4.00	\$5.40	\$4.50

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
217	S.Y.	Penetrating Water Repellent Treatment – District 3 , Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer’s recommendations. Section 532 and Special Provisions for Section 532	\$5.00	\$6.10	\$17.00
218	GAL.	Epoxy Injection – District 3 , Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	\$2,477.00	\$3,205.00	\$7,905.00
219	L.F.	Concrete Barrier Railing Replacement – District 3 , New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	\$363.00	\$287.50	\$755.00
220	L.F.	Metal Railing (Bridge Railing) – District 3 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	\$160.00	\$128.70	\$232.00
221	L.F.	Metal Railing (Bridge Railing) – District 3 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	\$134.00	\$120.55	\$192.00
222	S.F.	Surface Preparation And Recoating Of Concrete Surfaces – District 3 , Section 511	\$15.00	\$8.55	\$14.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
223	S.F.	Surface Preparation And Recoating of Steel Structural Components – District 3 , Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	\$57.00	\$57.00	\$55.50
224	S.F.	Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 3 , Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	\$94.00	\$92.25	\$51.00
225	S.F.	Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 3 , Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	\$75.00	\$54.10	\$26.00
226	S.F.	FRP Finish Coat (Final) – District 3 , Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	\$53.00	\$16.15	\$5.00
227	L.F.	12 Inch - 48 Inch CMP Run Down – District 3 , Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	\$114.00	\$85.00	\$264.00
228	C.Y.	Rip Rap or Gabions – District 3 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	\$891.00	\$416.35	\$691.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
229	C.Y.	Rip Rap or Gabions – District 3 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	\$869.00	\$248.85	\$442.00
230	C.Y.	Erosion Repair – District 3 , Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	\$57.00	\$64.50	\$131.00
231	C.Y.	Placement Of Flowable Fill – District 3 , This work consists of providing and placing flowable fill. Section 516	\$406.00	\$90.00	\$412.00
232	S.F.	Slope Paving – District 3 , Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	\$20.00	\$16.95	\$21.00
233	S.F.	Slope Paving Repair – District 3 , Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	\$39.00	\$32.85	\$29.00
234	L.F.	Temporary Concrete Wall Barrier Placement – District 3 , Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	\$30.00	\$14.50	\$123.00
235	L.F.	Temporary Concrete Wall Barrier Reset – District 3 , Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	\$9.00	\$12.40	\$23.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
236	HRS.	Traffic Control Work Hours Per Lane (Urban Areas) – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$259.00	\$149.50	\$790.00
237	DAYS	Traffic Control Work Days Per Lane (Urban Areas) – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,068.00	\$1,495.00	\$5,012.00
238	HRS.	Traffic Control Work Hours Per Lane (Rural Areas) – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$259.00	\$89.70	\$1,099.00
239	DAYS	Traffic Control Work Days Per Lane (Rural Areas) – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,068.00	\$897.00	\$5,011.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
240	HRS.	Traffic Control Work Hours Beyond the Shoulder – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$202.00	\$89.70	\$1,214.00
241	DAYS	Traffic Control Work Days Beyond the Shoulder – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,693.00	\$897.00	\$4,202.00
242	HRS.	Traffic Control Shoulder Closure Hours on Freeway – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$202.00	\$72.60	\$783.00
243	DAYS	Traffic Control Shoulder Closure Days on Freeway – District 3 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,693.00	\$726.00	\$4,279.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
244	Barrel	Crash Cushion – District 3 , Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	\$2,808.00	\$1,445.00	\$1,375.00
245	HRS.	Flagging Traffic Control (Urban Areas) – District 3 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$63.00	\$67.35	\$60.00
246	HRS.	Flagging Traffic Control (Rural Areas) – District 3 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$63.00	\$67.35	\$60.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
247	HRS.	Variable Message Board – District 3, Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	\$36.00	\$25.00	\$39.00
248	HRS.	Signalized Traffic Control – District 3, Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	\$135.00	\$35.00	\$1,703.00
249	L.F.	Permanent Striping – District 3, Provide and place pavement striping using paint and traffic beads in work zones. Section 704	\$0.70	\$11.55	\$14.00
250	L.F.	Marking Tape – District 3, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	\$4.20	\$3.10	\$16.00
251	EACH	Reflectorized Pavement Tabs – District 3, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	\$5.50	\$8.30	\$39.00
252	L.F.	Eradication of Pavement Markings – District 3, Removal of existing pavement markings. Section 721	\$1.40	\$36.45	\$42.00
253	S.F.	Panel Signs – District 3, Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	\$118.00	\$35.00	\$116.00

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
254	MILE	Mobilization – District 3 , No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	\$53.00	\$57.60	\$25.00
255	EACH	Discount / Payment for Invoice Items – District 3 , Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	0 Percent	0 Percent	0 Percent
256	S.Y.	Partial Depth Deck Patching – District 4 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 256. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,263.00	\$565.00	No Bid
257	S.Y.	Partial Depth Deck Patching – District 4 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 257. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,138.00	\$519.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
258	S.Y.	Partial Depth Deck Patching – District 4 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 258. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,046.00	\$517.00	No Bid
259	S.Y.	Full Depth Deck Repair or Replacement – District 4 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 259. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$2,244.00	\$750.00	No Bid
260	S.Y.	Full Depth Deck Repair or Replacement – District 4 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 260. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,917.00	\$655.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
261	S.Y.	Full Depth Deck Repair or Replacement – District 4 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 261. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,684.00	\$655.00	No Bid
262	EACH	Embedded Galvanic Anodes – District 4 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	\$19.00	\$15.95	No Bid
263	EACH	Embedded Galvanic Anodes – District 4 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	\$16.00	\$12.85	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
264	S.Y.	Diamond Grinding of PCCP – District 4, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	\$321.00	\$230.00	No Bid
265	S.Y.	Diamond Grinding of PCCP – District 4, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$112.00	No Bid
266	S.Y.	Diamond Grinding of PCCP – District 4, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$40.85	No Bid
267	S.Y.	Diamond Grooving of PCCP – District 4, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	\$346.00	\$65.55	No Bid
268	S.Y.	Diamond Grooving of PCCP – District 4, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$40.00	No Bid
269	S.Y.	Diamond Grooving of PCCP – District 4, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$23.45	No Bid
270	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 4, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$145.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
271	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 4 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$75.25	No Bid
272	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 4 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	\$346.00	\$35.65	No Bid
273	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4 , Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	No Bid
274	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4 , Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	No Bid
275	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4 , Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	No Bid
276	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4 , Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	No Bid
277	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	No Bid
278	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$139.00	\$18.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
279	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	No Bid
280	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	No Bid
281	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	No Bid
282	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4 , Section 536 and Appendix "C" (Range over 499 Square Yards)	\$148.00	\$18.40	No Bid
283	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
284	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	No Bid
285	S.Y.	Testing Polymer Overlay for Surface Preparation & Adhesion – District 4 , Per the requirements and Appendix "D" of this Agreement	\$4,673.00	\$3,000.00	No Bid
286	EACH	Bearing Modification – District 4 , Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	\$7,174.00	\$2,465.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
287		Temporary Shoring (Abutments) – District 4, Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,692.00	\$3,875.00	No Bid
288	EACH	Temporary Shoring (Piers) – District 4, Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,692.00	\$4,685.00	No Bid
289	HOURL	Welder & Welder Assistant – District 4, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	\$324.00	\$295.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
290	L.F.	Strip Seal Joint Full Depth Replacement at Abutments – District 4 , Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 290. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$259.25	No Bid
291	L.F.	Strip Seal Joint Full Depth Replacement at Piers – District 4 , Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 291. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$290.25	No Bid
292	L.F.	Strip Seal Joint Partial Depth Replacement – District 4 , Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$477.00	\$165.50	No Bid
293	L.F.	Joint Seals – District 4 , Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	\$124.00	\$53.75	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
294	L.F.	Pre-Molded Joint Seal – District 4 , Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	\$124.00	\$58.00	No Bid
295	L.F.	Pre-Molded Joint Seal with Concrete Removal – District 4 , Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	\$547.00	\$82.70	No Bid
296	S.Y.	Concrete Repair – District 4 , May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	\$1,422.00	\$640.00	No Bid
297	C.Y.	Substructure Replacement – District 4 , Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 301 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	\$5,097.00	\$3,055.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
298	C.Y.	Backwall Replacement – District 4 , Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 290, 292, 293, 294 or 295. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 298. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	\$5,053.00	\$4,245.00	No Bid
299	C.Y.	Concrete Box Culvert Extension – District 4 , Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	\$4,015.00	\$2,595.00	No Bid
300	S.F.	Concrete Slab on Grade – District 4 , Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	\$194.00	\$56.70	No Bid
301	LBS.	Reinforcing Bars – District 4 , Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	\$4.00	\$5.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
302	S.Y.	Penetrating Water Repellent Treatment – District 4 , Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer’s recommendations. Section 532 and Special Provisions for Section 532	\$6.00	\$6.10	No Bid
303	GAL.	Epoxy Injection – District 4 , Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	\$3,011.00	\$3,205.00	No Bid
304	L.F.	Concrete Barrier Railing Replacement – District 4 , New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	\$413.00	\$287.50	No Bid
305	L.F.	Metal Railing (Bridge Railing) – District 4 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	\$192.00	\$128.70	No Bid
306	L.F.	Metal Railing (Bridge Railing) – District 4 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	\$160.00	\$120.55	No Bid
307	S.F.	Surface Preparation And Recoating Of Concrete Surfaces – District 4 , Section 511	\$16.00	\$8.55	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
308	S.F.	Surface Preparation And Recoating of Steel Structural Components – District 4 , Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	\$59.00	\$57.00	No Bid
309	S.F.	Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 4 , Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	\$112.00	\$92.25	No Bid
310	S.F.	Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 4 , Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	\$90.00	\$54.10	No Bid
311	S.F.	FRP Finish Coat (Final) – District 4 , Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	\$64.00	\$16.15	No Bid
312	L.F.	12 Inch - 48 Inch CMP Run Down – District 4 , Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	\$133.00	\$85.00	No Bid
313	C.Y.	Rip Rap or Gabions – District 4 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	\$1,074.00	\$416.35	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
314	C.Y.	Rip Rap or Gabions – District 4 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	\$1,048.00	\$248.85	No Bid
315	C.Y.	Erosion Repair – District 4 , Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	\$67.00	\$64.50	No Bid
316	C.Y.	Placement Of Flowable Fill – District 4 , This work consists of providing and placing flowable fill. Section 516	\$441.00	\$90.00	No Bid
317	S.F.	Slope Paving – District 4 , Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	\$23.00	\$16.95	No Bid
318	S.F.	Slope Paving Repair – District 4 , Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	\$44.00	\$32.85	No Bid
319	L.F.	Temporary Concrete Wall Barrier Placement – District 4 , Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	\$34.00	\$14.50	No Bid
320	L.F.	Temporary Concrete Wall Barrier Reset – District 4 , Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	\$10.00	\$12.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
321	HRS.	Traffic Control Work Hours Per Lane (Urban Areas) – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$149.50	No Bid
322	DAYS	Traffic Control Work Days Per Lane (Urban Areas) – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,431.00	\$1,495.00	No Bid
323	HRS.	Traffic Control Work Hours Per Lane (Rural Areas) – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$89.70	No Bid
324	DAYS	Traffic Control Work Days Per Lane (Rural Areas) – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,432.00	\$897.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
325	HRS.	Traffic Control Work Hours Beyond the Shoulder – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$89.70	No Bid
326	DAYS	Traffic Control Work Days Beyond the Shoulder – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,985.00	\$897.00	No Bid
327	HRS.	Traffic Control Shoulder Closure Hours on Freeway – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$72.60	No Bid
328	DAYS	Traffic Control Shoulder Closure Days on Freeway – District 4 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,987.00	\$726.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
329	Barrel	Crash Cushion – District 4 , Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	\$3,167.00	\$1,445.00	No Bid
330	HRS.	Flagging Traffic Control (Urban Areas) – District 4 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	No Bid
331	HRS.	Flagging Traffic Control (Rural Areas) – District 4 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
332	HRS.	Variable Message Board – District 4, Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	\$41.00	\$25.00	No Bid
333	HRS.	Signalized Traffic Control – District 4, Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	\$145.00	\$35.00	No Bid
334	L.F.	Permanent Striping – District 4, Provide and place pavement striping using paint and traffic beads in work zones. Section 704	\$0.70	\$11.55	No Bid
335	L.F.	Marking Tape – District 4, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	\$4.30	\$3.10	No Bid
336	EACH	Reflectorized Pavement Tabs – District 4, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	\$5.80	\$8.30	No Bid
337	L.F.	Eradication of Pavement Markings – District 4, Removal of existing pavement markings. Section 721	\$1.40	\$36.45	No Bid
338	S.F.	Panel Signs – District 4, Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	\$122.00	\$35.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
339	MILE	Mobilization – District 4 , No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	\$58.00	\$57.60	No Bid
340	EACH	Discount / Payment for Invoice Items – District 4 , Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	0 Percent	0 Percent	No Bid
341	S.Y.	Partial Depth Deck Patching – District 5 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 341. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,263.00	\$565.00	No Bid
342	S.Y.	Partial Depth Deck Patching – District 5 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 342. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,138.00	\$519.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
343	S.Y.	Partial Depth Deck Patching – District 5, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 343. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,046.00	\$517.00	No Bid
344	S.Y.	Full Depth Deck Repair or Replacement – District 5, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 344. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$2,244.00	\$750.00	No Bid
345	S.Y.	Full Depth Deck Repair or Replacement – District 5, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 345. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,917.00	\$655.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
346	S.Y.	Full Depth Deck Repair or Replacement – District 5 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 346. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,684.00	\$655.00	No Bid
347	EACH	Embedded Galvanic Anodes – District 5 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	\$19.00	\$15.95	No Bid
348	EACH	Embedded Galvanic Anodes – District 5 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	\$16.00	\$12.85	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
349	S.Y.	Diamond Grinding of PCCP – District 5, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	\$321.00	\$230.00	No Bid
350	S.Y.	Diamond Grinding of PCCP – District 5, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$112.00	No Bid
351	S.Y.	Diamond Grinding of PCCP – District 5, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$40.85	No Bid
352	S.Y.	Diamond Grooving of PCCP – District 5, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	\$346.00	\$65.55	No Bid
353	S.Y.	Diamond Grooving of PCCP – District 5, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$40.00	No Bid
354	S.Y.	Diamond Grooving of PCCP – District 5, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$23.45	No Bid
355	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 5, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$145.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
356	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 5 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$75.25	No Bid
357	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 5 , Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	\$346.00	\$35.65	No Bid
358	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5 , Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	No Bid
359	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5 , Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	No Bid
360	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5 , Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	No Bid
361	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5 , Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	No Bid
362	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	No Bid
363	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$139.00	\$18.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
364	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	No Bid
365	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	No Bid
366	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	No Bid
367	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5 , Section 536 and Appendix "C" (Range over 499 Square Yards)	\$148.00	\$18.40	No Bid
368	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
369	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	No Bid
370	S.Y.	Testing Polymer Overlay for Surface Preparation & Adhesion – District 5 , Per the requirements and Appendix "D" of this Agreement	\$4,673.00	\$3,000.00	No Bid
371	EACH	Bearing Modification – District 5 , Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	\$7,174.00	\$2,465.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
372	EACH	Temporary Shoring (Abutments) – District 5 , Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,692.00	\$3,875.00	No Bid
373	EACH	Temporary Shoring (Piers) – District 5 , Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,692.00	\$4,685.00	No Bid
374	HOURL	Welder & Welder Assistant – District 5 , Certified welder and assistant for welding of various components. Section 541.3.6.4.1	\$324.00	\$295.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
375	L.F.	Strip Seal Joint Full Depth Replacement at Abutments – District 5 , Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 375. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$259.25	No Bid
376	L.F.	Strip Seal Joint Full Depth Replacement at Piers – District 5 , Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 376. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$290.25	No Bid
377	L.F.	Strip Seal Joint Partial Depth Replacement – District 5 , Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$477.00	\$165.50	No Bid
378	L.F.	Joint Seals – District 5 , Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	\$124.00	\$53.75	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
379	L.F.	Pre-Molded Joint Seal – District 5 , Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	\$124.00	\$58.00	No Bid
380	L.F.	Pre-Molded Joint Seal with Concrete Removal – District 5 , Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	\$547.00	\$82.70	No Bid
381	S.Y.	Concrete Repair – District 5 , May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	\$1,422.00	\$640.00	No Bid
382	C.Y.	Substructure Replacement – District 5 , Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 386 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	\$5,097.00	\$3,055.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
383	C.Y.	Backwall Replacement – District 5 , Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 375, 377, 378, 379 or 380. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 383. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	\$5,053.00	\$4,245.00	No Bid
384	C.Y.	Concrete Box Culvert Extension – District 5 , Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	\$4,015.00	\$2,595.00	No Bid
385	S.F.	Concrete Slab on Grade – District 5 , Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	\$194.00	\$56.70	No Bid
386	LBS.	Reinforcing Bars – District 5 , Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	\$4.00	\$5.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
387	S.Y.	Penetrating Water Repellent Treatment – District 5 , Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	\$6.00	\$6.10	No Bid
388	GAL.	Epoxy Injection – District 5 , Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	\$3,011.00	\$3,205.00	No Bid
389	L.F.	Concrete Barrier Railing Replacement – District 5 , New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	\$413.00	\$287.50	No Bid
390	L.F.	Metal Railing (Bridge Railing) – District 5 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	\$192.00	\$128.70	No Bid
391	L.F.	Metal Railing (Bridge Railing) – District 5 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	\$160.00	\$120.55	No Bid
392	S.F.	Surface Preparation And Recoating Of Concrete Surfaces – District 5 , Section 511	\$16.00	\$8.55	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
393	S.F.	Surface Preparation And Recoating of Steel Structural Components – District 5 , Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	\$59.00	\$57.00	No Bid
394	S.F.	Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 5 , Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	\$112.00	\$92.25	No Bid
395	S.F.	Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 5 , Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	\$90.00	\$54.10	No Bid
396	S.F.	FRP Finish Coat (Final) – District 5 , Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	\$64.00	\$16.15	No Bid
397	L.F.	12 Inch - 48 Inch CMP Run Down – District 5 , Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	\$133.00	\$85.00	No Bid
398	C.Y.	Rip Rap or Gabions – District 5 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	\$1,074.00	\$416.35	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
399	C.Y.	Rip Rap or Gabions – District 5 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	\$1,048.00	\$248.85	No Bid
400	C.Y.	Erosion Repair – District 5 , Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	\$67.00	\$64.50	No Bid
401	C.Y.	Placement Of Flowable Fill – District 5 , This work consists of providing and placing flowable fill. Section 516	\$441.00	\$90.00	No Bid
402	S.F.	Slope Paving – District 5 , Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	\$23.00	\$16.95	No Bid
403	S.F.	Slope Paving Repair – District 5 , Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	\$44.00	\$32.85	No Bid
404	L.F.	Temporary Concrete Wall Barrier Placement – District 5 , Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	\$34.00	\$14.50	No Bid
405	L.F.	Temporary Concrete Wall Barrier Reset – District 5 , Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	\$10.00	\$12.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
406	HRS.	Traffic Control Work Hours Per Lane (Urban Areas) – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$149.50	No Bid
407	DAYS	Traffic Control Work Days Per Lane (Urban Areas) – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,431.00	\$1,495.00	No Bid
408	HRS.	Traffic Control Work Hours Per Lane (Rural Areas) – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$89.70	No Bid
409	DAYS	Traffic Control Work Days Per Lane (Rural Areas) – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,432.00	\$897.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
410	HRS.	Traffic Control Work Hours Beyond the Shoulder – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$89.70	No Bid
411	DAYS	Traffic Control Work Days Beyond the Shoulder – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,985.00	\$897.00	No Bid
412	HRS.	Traffic Control Shoulder Closure Hours on Freeway – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$72.60	No Bid
413	DAYS	Traffic Control Shoulder Closure Days on Freeway – District 5 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,987.00	\$726.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
414	Barrel	Crash Cushion – District 5 , Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	\$3,167.00	\$1,445.00	No Bid
415	HRS.	Flagging Traffic Control (Urban Areas) – District 5 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	No Bid
416	HRS.	Flagging Traffic Control (Rural Areas) – District 5 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
417	HRS.	Variable Message Board – District 5, Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	\$41.00	\$25.00	No Bid
418	HRS.	Signalized Traffic Control – District 5, Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	\$145.00	\$35.00	No Bid
419	L.F.	Permanent Striping – District 5, Provide and place pavement striping using paint and traffic beads in work zones. Section 704	\$0.70	\$11.55	No Bid
420	L.F.	Marking Tape – District 5, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	\$4.30	\$3.10	No Bid
421	EACH	Reflectorized Pavement Tabs – District 5, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	\$5.80	\$8.30	No Bid
422	L.F.	Eradication of Pavement Markings – District 5, Removal of existing pavement markings. Section 721	\$1.40	\$36.45	No Bid
423	S.F.	Panel Signs – District 5, Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	\$122.00	\$35.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
424	MILE	Mobilization – District 5 , No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	\$58.00	\$57.60	No Bid
425	EACH	Discount / Payment for Invoice Items – District 5 , Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	0 Percent	0 Percent	No Bid
426	S.Y.	Partial Depth Deck Patching – District 6 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 426. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$1,263.00	\$565.00	No Bid
427	S.Y.	Partial Depth Deck Patching – District 6 , Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 427. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,138.00	\$519.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
428	S.Y.	Partial Depth Deck Patching – District 6, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 428. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,046.00	\$517.00	No Bid
429	S.Y.	Full Depth Deck Repair or Replacement – District 6, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 429. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	\$2,244.00	\$750.00	No Bid
430	S.Y.	Full Depth Deck Repair or Replacement – District 6, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 430. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	\$1,917.00	\$655.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
431	S.Y.	Full Depth Deck Repair or Replacement – District 6 , Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 431. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	\$1,684.00	\$655.00	No Bid
432	EACH	Embedded Galvanic Anodes – District 6 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	\$19.00	\$15.95	No Bid
433	EACH	Embedded Galvanic Anodes – District 6 , Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	\$16.00	\$12.85	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
434	S.Y.	Diamond Grinding of PCCP – District 6, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	\$321.00	\$230.00	No Bid
435	S.Y.	Diamond Grinding of PCCP – District 6, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$112.00	No Bid
436	S.Y.	Diamond Grinding of PCCP – District 6, Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$40.85	No Bid
437	S.Y.	Diamond Grooving of PCCP – District 6, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	\$346.00	\$65.55	No Bid
438	S.Y.	Diamond Grooving of PCCP – District 6, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	\$346.00	\$40.00	No Bid
439	S.Y.	Diamond Grooving of PCCP – District 6, Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	\$346.00	\$23.45	No Bid
440	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 6, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$145.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
441	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 6, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	\$346.00	\$75.25	No Bid
442	S.Y.	Removal of Surfacing – Bridge Deck Overlay – District 6, Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	\$346.00	\$35.65	No Bid
443	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6, Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	No Bid
444	S.Y.	Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6, Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	No Bid
445	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6, Section 535 (Range 0 to 499 Square Yards)	\$66.00	\$22.95	No Bid
446	S.Y.	Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6, Section 535 (Range over 499 Square Yards)	\$43.00	\$18.40	No Bid
447	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6, Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	No Bid
448	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6, Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$139.00	\$18.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
449	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	No Bid
450	S.Y.	Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	No Bid
451	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6 , Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	\$211.00	\$22.95	No Bid
452	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6 , Section 536 and Appendix "C" (Range over 499 Square Yards)	\$148.00	\$18.40	No Bid
453	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	\$273.00	\$24.85	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
454	S.Y.	Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6 , As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	\$187.00	\$20.35	No Bid
455	S.Y.	Testing Polymer Overlay for Surface Preparation & Adhesion – District 6 , Per the requirements and Appendix "D" of this Agreement	\$4,673.00	\$3,000.00	No Bid
456	EACH	Bearing Modification – District 6 , Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	\$7,174.00	\$2,465.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
457	EACH	Temporary Shoring (Abutments) – District 6, Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,692.00	\$3,875.00	No Bid
458	EACH	Temporary Shoring (Piers) – District 6, Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	\$6,692.00	\$4,685.00	No Bid
459	HOURL	Welder & Welder Assistant – District 6, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	\$324.00	\$295.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
460	L.F.	Strip Seal Joint Full Depth Replacement at Abutments – District 6 , Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 460. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$259.25	No Bid
461	L.F.	Strip Seal Joint Full Depth Replacement at Piers – District 6 , Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 461. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$603.00	\$290.25	No Bid
462	L.F.	Strip Seal Joint Partial Depth Replacement – District 6 , Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	\$477.00	\$165.50	No Bid
463	L.F.	Joint Seals – District 6 , Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	\$124.00	\$53.75	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
464	L.F.	Pre-Molded Joint Seal – District 6 , Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	\$124.00	\$58.00	No Bid
465	L.F.	Pre-Molded Joint Seal with Concrete Removal – District 6 , Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	\$547.00	\$82.70	No Bid
466	S.Y.	Concrete Repair – District 6 , May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	\$1,422.00	\$640.00	No Bid
467	C.Y.	Substructure Replacement – District 6 , Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 471 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	\$5,097.00	\$3,055.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
468	C.Y.	Backwall Replacement – District 6 , Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 460, 462, 463, 464 or 465. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 468. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	\$5,053.00	\$4,245.00	No Bid
469	C.Y.	Concrete Box Culvert Extension – District 6 , Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	\$4,015.00	\$2,595.00	No Bid
470	S.F.	Concrete Slab on Grade – District 6 , Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	\$194.00	\$56.70	No Bid
471	LBS.	Reinforcing Bars – District 6 , Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	\$4.00	\$5.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
472	S.Y.	Penetrating Water Repellent Treatment – District 6 , Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer’s recommendations. Section 532 and Special Provisions for Section 532	\$6.00	\$6.10	No Bid
473	GAL.	Epoxy Injection – District 6 , Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	\$3,011.00	\$3,205.00	No Bid
474	L.F.	Concrete Barrier Railing Replacement – District 6 , New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	\$413.00	\$287.50	No Bid
475	L.F.	Metal Railing (Bridge Railing) – District 6 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	\$192.00	\$128.70	No Bid
476	L.F.	Metal Railing (Bridge Railing) – District 6 , Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	\$160.00	\$120.55	No Bid
477	S.F.	Surface Preparation And Recoating Of Concrete Surfaces – District 6 , Section 511	\$16.00	\$8.55	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
478	S.F.	Surface Preparation And Recoating of Steel Structural Components – District 6 , Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	\$59.00	\$57.00	No Bid
479	S.F.	Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 6 , Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	\$112.00	\$92.25	No Bid
480	S.F.	Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 6 , Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	\$90.00	\$54.10	No Bid
481	S.F.	FRP Finish Coat (Final) – District 6 , Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	\$64.00	\$16.15	No Bid
482	L.F.	12 Inch - 48 Inch CMP Run Down – District 6 , Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	\$133.00	\$85.00	No Bid
483	C.Y.	Rip Rap or Gabions – District 6 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	\$1,074.00	\$416.35	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
484	C.Y.	Rip Rap or Gabions – District 6 , Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	\$1,048.00	\$248.85	No Bid
485	C.Y.	Erosion Repair – District 6 , Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	\$67.00	\$64.50	No Bid
486	C.Y.	Placement Of Flowable Fill – District 6 , This work consists of providing and placing flowable fill. Section 516	\$441.00	\$90.00	No Bid
487	S.F.	Slope Paving – District 6 , Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	\$23.00	\$16.95	No Bid
488	S.F.	Slope Paving Repair – District 6 , Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	\$44.00	\$32.85	No Bid
489	L.F.	Temporary Concrete Wall Barrier Placement – District 6 , Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	\$34.00	\$14.50	No Bid
490	L.F.	Temporary Concrete Wall Barrier Reset – District 6 , Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	\$10.00	\$12.40	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
491	HRS.	Traffic Control Work Hours Per Lane (Urban Areas) – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$149.50	No Bid
492	DAYS	Traffic Control Work Days Per Lane (Urban Areas) – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,431.00	\$1,495.00	No Bid
493	HRS.	Traffic Control Work Hours Per Lane (Rural Areas) – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$304.00	\$89.70	No Bid
494	DAYS	Traffic Control Work Days Per Lane (Rural Areas) – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$2,432.00	\$897.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
495	HRS.	Traffic Control Work Hours Beyond the Shoulder – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$89.70	No Bid
496	DAYS	Traffic Control Work Days Beyond the Shoulder – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,985.00	\$897.00	No Bid
497	HRS.	Traffic Control Shoulder Closure Hours on Freeway – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$237.00	\$72.60	No Bid
498	DAYS	Traffic Control Shoulder Closure Days on Freeway – District 6 , In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	\$1,987.00	\$726.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
499	Barrel	Crash Cushion – District 6 , Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	\$3,167.00	\$1,445.00	No Bid
500	HRS.	Flagging Traffic Control (Urban Areas) – District 6 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	No Bid
501	HRS.	Flagging Traffic Control (Rural Areas) – District 6 , Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	\$78.00	\$67.35	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
502	HRS.	Variable Message Board – District 6, Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	\$41.00	\$25.00	No Bid
503	HRS.	Signalized Traffic Control – District 6, Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	\$145.00	\$35.00	No Bid
504	L.F.	Permanent Striping – District 6, Provide and place pavement striping using paint and traffic beads in work zones. Section 704	\$0.70	\$11.55	No Bid
505	L.F.	Marking Tape – District 6, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	\$4.30	\$3.10	No Bid
506	EACH	Reflectorized Pavement Tabs – District 6, Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	\$5.80	\$8.30	No Bid
507	L.F.	Eradication of Pavement Markings – District 6, Removal of existing pavement markings. Section 721	\$1.40	\$36.45	No Bid
508	S.F.	Panel Signs – District 6, Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	\$122.00	\$35.00	No Bid

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
509	MILE	Mobilization – District 6 , No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	\$58.00	\$57.60	No Bid
510	EACH	Discount / Payment for Invoice Items – District 6 , Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	0 Percent	0 Percent	No Bid

***510 Items Awarded Total ***



AUIINC0-03

CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2025

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : The Phoenix Insurance Company INSURER B : The Travelers Indemnity Company INSURER C : Travelers Property Casualty Company of America INSURER D : Associated Builders & Contractors of NM Merit Shop Workers Com INSURER E : Charter Oak Fire Insurance Company INSURER F :
INSURED AUI Inc. P. O. Box 9825 Albuquerque, NM 87119	NAIC # 25623 25658 25674 25615

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	DTCO0K178259	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	2L968654	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) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3K1020132526	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk			QT-630-1W554742	1/1/2025	1/1/2026	\$ 2,500 Ded 2,000,000

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

AUI No. 225008

Construction Contract
3250367

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
Public Works Department
737 Agua Fria Street
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO 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. The words "we", "us" and "our" refer to the company providing this insurance.

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

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1	Any "Auto"
2	Owned "Autos" Only Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- "Mobile equipment" while being carried or towed by a covered "auto".
- Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - Breakdown;
 - Repair;
 - Servicing;
 - "Loss"; or
 - Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- You for any covered "auto".
 - Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - 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" connected to a covered "auto" you own.

- Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - 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.
 - 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".
 - 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.
 - Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- #### 2. Coverage Extensions
- ##### a. Supplementary Payments
- We will pay for the "insured":
- All expenses we incur.
 - Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
 - All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
 - All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
 - All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to
- pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.
- These payments will not reduce the Limit of Insurance.
- ##### b. Out-of-state Coverage Extensions
- While a covered "auto" is away from the state where it is licensed, we will:
- Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
 - Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.
- #### B. Exclusions
- This insurance does not apply to any of the following:
- ##### 1. Expected Or Intended Injury
- "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
- ##### 2. Contractual
- Liability assumed under any contract or agreement.
- But this exclusion does not apply to liability for damages:
- 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; or
 - That the "insured" would have in the absence of the contract or agreement.
- ##### 3. Workers' Compensation
- Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits

or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed primarily in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or
- The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- Machinery or equipment that is on, 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 where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- When all of the work called for in your contract has been completed;
- When all of the work to be done at the site has been completed if your

contract calls for work at more than one site; or

- (3) 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.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- That are, or that are contained in any property that is:
 - Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - Otherwise in the course of transit by or on behalf of the "insured"; or
 - Being stored, disposed of, treated or processed in or upon the covered "auto";
- Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

- War, including undeclared or civil war;
- 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
- Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

- We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- The covered "auto's" collision with another object; or
- The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- Fire, lightning or explosion;
- Theft;
- Windstorm, hail or earthquake;
- Flood;
- Mischief or vandalism; or
- The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- The covered "auto's" collision with another object; or
- The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- Glass breakage;
- "Loss" caused by hitting a bird or animal; and
- "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- The explosion of any weapon employing atomic fission or fusion; or
- Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- War, including undeclared or civil war;
- 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
- Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

- We will not pay for "loss" due and confined to:
 - Wear and tear, freezing, mechanical or electrical breakdown,
 - Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- We will not pay for "loss" to any of the following:
 - Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

- Any accessories used with the electronic equipment described in Paragraph c. above.

- Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- Permanently installed in or upon the covered "auto";
- Removable from a housing unit which is permanently installed in or upon the covered "auto";
- An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

- We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- The most we will pay for:

- "Loss" to any one covered "auto" is the lesser of:
 - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - How, when and where the "accident" or "loss" occurred;
 - The "insured's" name and address; and
 - To the extent possible, the names and addresses of any injured persons and witnesses.

- Additionally, you and any other involved "insured" must:

- Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- Authorize us to obtain medical records or other pertinent information.
- Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- There has been full compliance with all the terms of this Coverage Form; and
- Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- Pay for, repair or replace damaged or stolen property;
- Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- This Coverage Form;
- The covered "auto";
- Your interest in the covered "auto"; or
- A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- Excess while it is connected to a motor vehicle you do not own; or
- Primary while it is connected to a covered "auto" you own.

- For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- During the policy period shown in the Declarations; and
- Within the coverage territory.

The coverage territory is:

- The United States of America;
- The territories and possessions of the United States of America;
- Puerto Rico;
- Canada; and
- Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

- "Auto" means:

- A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 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".

- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

- "Covered pollution cost or expense" means any cost or expense arising out of:

- Any 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
- Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- That are, or that are contained in any property that is:

- Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- Otherwise in the course of transit by or on behalf of the "insured"; or
- Being stored, disposed of, treated or processed in or upon the covered "auto".

- Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

- "Insured contract" means:

- A lease of premises;
- A sidetrack agreement;
- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- 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".

An "insured contract" does not include that part of any contract or agreement:

- 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, roadbeds, tunnel, underpass or crossing;

- 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

- 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.

- "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".

- "Loss" means direct and accidental loss or damage.

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

- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- Vehicles maintained for use solely on or next to premises you own or rent;

- Vehicles that travel on crawler treads;

- Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- Power cranes, shovels, loaders, diggers or drills; or
- Road construction or resurfacing equipment such as graders, scrapers or rollers;

- Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- Cherry pickers and similar devices used to raise or lower workers; or

- Vehicles not described in Paragraph 1., 2., 3. or 4. 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":

- Equipment designed primarily for:
- Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;

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

- Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or 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".

- "Pollutants" means 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.

- "Property damage" means damage to or loss of use of tangible property.

- "Suit" means a civil proceeding in which:

- Damages because of "bodily injury" or "property damage"; or
- A "covered pollution cost or expense" to which this insurance applies, are alleged.

"Suit" includes:

- An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

- "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.

- "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C**, for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes 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 shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy No.: EWC008469
Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

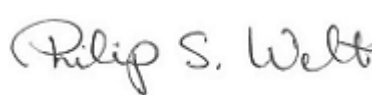
Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY 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 those sums that the insured becomes legally obligated to pay as damages 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 those damages. 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. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages 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 or medical expenses under Coverage C.

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

- b. 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. 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.
- c. "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. 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.
- d. "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. 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.

COMMERCIAL GENERAL LIABILITY

- e. 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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (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 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.

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. 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".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) 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 any governmental authority or any other person or organization 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".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" 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, "auto" 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) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) 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;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising 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.

j. Damage To Property

"Property damage" to:

- (1) Property 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;
- (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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

k. Damage To Your Product

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

l. 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.

m. 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.

n. 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.

o. Personal And Advertising Injury

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

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".

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

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. 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 practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; 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 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 "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages 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 those damages. 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. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages 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 or medical expenses under Coverage C.

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

b. 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. Knowing Violation Of Rights Of Another

"Personal and advertising injury" 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".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed 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) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

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

h. Wrong Description Of Prices

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

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" 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.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) 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
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

o. War

"Personal and advertising injury" arising 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.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) 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, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal 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 practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal 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 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 "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the 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.
 - 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 \$500 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. 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" or offense 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 – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. 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. If you are designated in the Declarations as:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. 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:

(1) "Bodily injury" or "personal injury":

- (a) 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" while 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;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) 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) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) 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).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

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- d. 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.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- 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. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

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 or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
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.
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".
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 damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply 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 – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. 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. 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";

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- (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.
- e.** The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. 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.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) 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.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. 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.

6. Representations

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; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. 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.

8. 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.

9. 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.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

- (1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light; or
- (3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "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".

4. "Bodily injury" means:

- a.** Physical harm, including sickness or disease, sustained by a person; or
- b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a.** By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1)** Radio or television programming being transmitted;
- (2)** Other entertainment, educational, instructional, music or news programming being transmitted; or
- (3)** Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2)** The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "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.
- 13.** "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 "premises damage" 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 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", "property damage" or "personal injury" 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.
- Paragraph **f.** does 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, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "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".
- 15.** "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".
- 16.** "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 any 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. Such land vehicles are considered "autos".
17. "Occurrence" means:
- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
 - b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
18. "Personal and advertising injury" means "personal injury" or "advertising injury".
19. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
20. "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.

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21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "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;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "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.
26. "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.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "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.
30. "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.
31. "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.**XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries**
B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C. Incidental Medical Malpractice**
D. Blanket Waiver Of Subrogation
E. Contractual Liability – Railroads
F. Damage To Premises Rented To You

PROVISIONS**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- Before you maintained an ownership interest of more than 50% in such subsidiary; or
- After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- An organization other than a partnership, joint venture or limited liability company; or
 - A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

- The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- Any easement or license agreement;

- Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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LOSS PAYABLE CLAUSE

- A. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER

AS PER LIST ON FILE WITH
COMPANY

LOSS PAYEE (Name and Address)

ANY LESSOR UNDER A LEASING CONTRACT OR
AGREEMENT OF SIX MONTHS OR MORE THAT
REQUIRES YOU TO PROVIDE DIRECT PRIMARY
INSURANCE FOR THE LESSOR.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

	SCHEDULE	
CANCELLATION:	Number of Days Notice:	30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:
ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

- A. BROAD FORM NAMED INSURED
The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED
The following is added to Paragraph c. in A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- C. EMPLOYEE HIRED AUTO
1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**
An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**
b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
(1) Any covered "auto" you lease, hire, rent or borrow; and
(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

- G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., **Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

- J. PERSONAL PROPERTY
The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

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".

- D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), **of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), **of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

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

- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

such contract. The waiver applies only to the person or organization designated in such contract.

- N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

GB 600 AUI Construction SWPA

Final Audit Report

2025-06-02

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By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKVXlpryDZBzKTmhW1Z3LDRPDundVDeK8

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✔ Agreement completed.

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