

**AGREEMENT BETWEEN SANTA FE COUNTY AND
TLC COMPANY, INC., FOR CONSTRUCTION SERVICES FOR
ARROYO HONDO SR-14 SEWER INTERCEPTOR**



**SANTA FE COUNTY
PURCHASING DIVISION
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County will render this document void.]

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RECITALS

WHEREAS, in accordance with NMSA 1978, Section 13-1-103, the County issued Invitation for Bid (IFB) No. 2026-0198-PW/TJ to procure construction services for the construction of a sewer interceptor; and

WHEREAS, the Contractor submitted its bid dated April 10, 2026, and the Contractor was determined to be the most qualified offeror to provide construction services in response to the IFB; and

WHEREAS, the County is authorized to enter into a contract for this project pursuant to NMSA 1978, Section 13-1-100; and

WHEREAS, the Contractor represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13, NMSA 1978; and

WHEREAS, the County agrees to hire the Contractor and the Contractor agrees to provide the construction services in accordance with the terms and conditions of this Agreement.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 DOCUMENTS

The Contract Documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Summary of Work and Material Specifications Attachment A
- Addenda issued before and after execution Attachment B
of this contract
- Engineer's Drawings and Plans
- NMDOT Standard Specifications for Roads and Bridges (2019 Ed.)
- Santa Fe County 2014 Design Guide

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

- | | |
|--|-----------|
| Project Manual | Exhibit A |
| Technical Specifications as listed in Plan Set | Exhibit B |
| Labor and Material Payment Bond | Exhibit C |
| Performance Bond | Exhibit D |
| Assignment of Antitrust Claims | Exhibit E |
| Certificate of Insurance | Exhibit F |

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

ARTICLE 2 THE WORK

2.1 THE WORK

The Contractor will complete the Work required by the Contract Documents for the Construction Services for the Arroyo Hondo SR-14 sewer interceptor project. The Work consists of installing approximately 17,346 linear feet of 10” sanitary sewer line along with 54 manholes from Richards Avenue to the Colibri Subdivision in Santa Fe County. The project also includes road construction and associated appurtenances; waterline construction; reclaimed water/effluent irrigation system construction, dry utility installation and coordination; environmental erosion and sediment control measure; and terrain management and revegetation work. Contractor will supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications (see Exhibit B).

The project will be in accordance with applicable provisions of the NMDOT Standard Specifications for Highway and Bridge Construction (2019 Ed.), and the Santa Fe County 2024 Design Guide.

ARTICLE 3 EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND AMENDMENTS

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of last signature by the parties.

3.2 TIME OF COMMENCEMENT

The Work to be performed must commence no later than ten Days after the date of the written Notice to Proceed issued by the County (see Exhibit H).

3.3 SUBSTANTIAL COMPLETION

The Contractor must achieve Substantial Completion of the Work no later than 365 Days from the date of the Notice to Proceed. A Certificate of Substantial Completion will be issued by the County when the Work is substantially complete.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that liquidated damages in the amount of \$500.00 will be assessed each Day that expires after the date for substantial completion until issuance by

the County of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

- A. The Contractor and the County agree that the date of beginning and the time for completion of the Work are *essential conditions* of this contract and furthermore that the Work will commence on a date to be specified in the Notice to Proceed.
- B. The Contractor agrees that the Work will be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor neglects, fails or refuses to complete the Work within the time specified, the Contractor agrees that as a part consideration for the awarding of this contract to pay to the County the amount specified above, not as a penalty but as liquidated damages for breach of contract for each and every Day that the contract is in default after the time stipulated in the Notice to Proceed for completion of the Work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount will be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract additional time is allowed for the completion of any work, the new time limit fixed by such extension will be of the essence of this contract. Provided that the Contractor will not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:
 - 1) To any preference, priority or allocation order duly issued by the County;
 - 2) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
 - 3) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.
- F. Provided further, that the Contractor will, within ten Days from the beginning of such

delay, unless the County grants a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who will ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties and upon issuance of a Change Order. Any amendment must be in accordance with Paragraph 10 (Amendments – Change Orders) of the General Conditions. Unless otherwise agreed to by the parties, an amendment will not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

ARTICLE 4 CONTRACT SUM

4.1 CONTRACT SUM

The County will pay the Contractor for the performance and completion of the Work subject to additions and deductions by Change Order, the sum of **\$4,242,799.80**, *exclusive* of NM GRT.

4.2 CONTRACT AMOUNT

The contract sum is determined as follows:

Base Bid	\$4,208,149.80
Alternate 2	\$ 34,650.00
Total contract amount	\$4,242,799.80, <i>exclusive</i> of NM GRT

ARTICLE 5 PROGRESS PAYMENTS

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County will make progress payments on account of the contract sum to the Contractor for the period ending the last day of the month as follows:

- A. No later than 21 Days following receipt by the County of an undisputed Application for Payment, 100% of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated in the Work and 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 County; less such amounts as the County determines for all incomplete Work and

unsettled claims as provided in the Contract Documents.

- B. When making payments, the County, Contractor or subcontractor will not retain, withhold, hold back or in any other manner not pay amounts owed for work performed and completed (see NMSA 1978, Section 57-28-5).
- C. Contractors and subcontractors must make prompt payment to their subcontractors and suppliers for amounts owed for work performed within 21 Days after receipt of payment from the County, contractor or subcontractor. If the Contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within 21 Days after receipt of an undisputed request for payment, the Contractor or subcontractor will pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at 1.5% of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (see NMSA 1978, Section 57-28-1).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made will then become the sole property of the County, but this provision will not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor will, at the County's request, furnish satisfactory evidence that all obligations described above have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor will be resumed, in accordance with the terms of this contract, but in no event will the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County will be deemed the agent of the Contractor, and any payment so made by the County will be considered as a payment made under the contract by the County to the Contractor and the County will not be liable to the Contractor for any such payments made in good faith.

**ARTICLE 6
FINAL PAYMENT**

6.1 FINAL PAYMENT

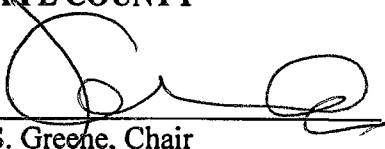
The entire unpaid balance of the contract sum, will be paid by the County to the Contractor within 30 Days after the County confirms that all incomplete and unacceptable work that was noted during the Substantial Completion inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided this contract has been fully performed and a final Certificate for Payment has been issued by the County. In addition, the Contractor must provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

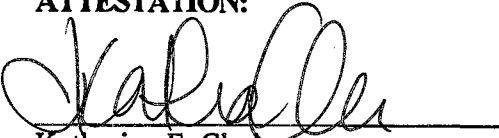
The acceptance by the Contractor of final payment will operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with them Work and for every act and neglect of the County and others relating to or arising out of the Work. No payment, however, final or otherwise, will operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY


Justin S. Greene, Chair
Santa Fe Board of County Commissioners

ATTESTATION:


Katharine E. Clark
Santa Fe County Clerk

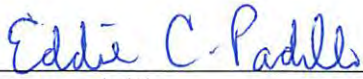
05/11/2026
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

4/15/2026
Date

CONTRACTOR – TLC COMPANY, INC.

 _____ Signature and title	 _____ Date
Eddie C. Padilla, President	

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

1.0 DEFINITIONS

- 1.1** *Application for Payment* Contractor's written request for payment for completed portions of the Work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2** *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be provided with written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3** *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4** *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5** *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6** *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7** *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8** *Day* The word "Day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9** *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 Contract Sum Agreement** (*See Stipulated Sum Agreement*)
- 1.11 Contract Sum Bid** A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 Contract Sum Contract** A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 Payment Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 Performance Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 Progress Payment** A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 Progress Schedule** A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 Punch list** a list of items to be completed or corrected, prepared by the County, checked and augmented as required by the Contractor or Construction Manager is appended as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18 Schedule of Values** A statement furnished by the Contractor to the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 Services** Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 1.20 Stipulated Sum Agreement** A written agreement in which a specific amount is set forth as the total payment for completing the contract (*See Contract Sum Contract*).
- 1.21 Subcontractor** is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

- 1.22 Unit Price Contract** A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 Unit Prices** A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 Working Day** means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the County will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six or more hours on a Saturday, Sunday or County-recognized Holiday, the County may charge a Working Day.
- 1.25 Work on (at) the project** is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided, may not be amended, changed, modified, or altered without the written consent of the parties. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents is valid or enforceable unless incorporated in this Agreement.
- 2.2 Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one Contract Document will be as binding as if required by all.
- 2.3 Conflicting Conditions.** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions are void to the extent of such conflict or inconsistency

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1** The Plans, Specifications and Addenda enumerated in Article 1 of the Agreement Between County and Contractor for Construction form part of this contract and the provisions of those documents are binding upon the parties as if they were stated in this Agreement. The table of contents, titles, headings, running headlines and marginal notes contained in this Agreement and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement are attached to this Agreement at the time of execution and are incorporated by reference as though set forth in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

- 4.1** Performance Bond. The Contractor will furnish a performance bond in an amount at least equal to 100% of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2** Payment Bond. The Contractor will provide payment bond in an amount not less than 100% of the contract sum or in a penal sum not less than that prescribed by state, or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the Contract Documents. The Payment Bond will remain in effect until one year after the date when final payment becomes due.
- 4.3** Additional or Substitute Bond. If at any time the County for justifiable reason becomes dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor will within five days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond will be paid by the Contractor. No further payments will be deemed due nor will be made until the new surety or sureties will have furnished such an acceptable bond to the County.
- 4.4** Labor and Material Bond. The Contractor will provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract will have the meanings designated in those Conditions.

- 5.1** Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents are used according to such recognized meanings. In the event of a conflict, the more stringent meaning will govern.
- 5.2** Gender, Singular/Plural. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires.

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

5.4 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” have the same meaning and are interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

6.1 This Agreement will be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.

6.2 In performing its obligations hereunder, the Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

6.3 Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects whose cost is less than \$60,000.

6.4 This Agreement will be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement will be federal and state district courts of New Mexico.

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

6.6 New Mexico Tort Claims Act. By entering into this Agreement, neither party will be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended. The County and its public employees as defined in the Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the Tort Claims Act.

6.7 Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this contract is deemed to be inserted and this contract will be read and enforced as though it were included in this contract, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this contract will be amended to make the insertion or correction.

7. EFFECTIVE DATE AND TERM

- 7.1** This Agreement will, upon due execution by the parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement is not effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.
- 7.2** The Contractor will achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

- 8.1** Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party will give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- 8.2** Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice will specify the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but will not be liable for any work performed after the effective date of termination.
- 8.3** Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay will cease and satisfactory arrangement of correction be made, the contract will, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the County will immediately serve notice thereof upon the Surety and the Contractor and the Surety will have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety will be liable to the County for any excess cost occasioned the County thereby, and in such event the County may

take possession of and utilize in completing the work, such materials, and appliances as may be on the site of the Work.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Contractor. Such termination will be without penalty to the County, and the County will not have a duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order (Exhibit I) to allow for additions, deletions, and revision as specified in Article 2 (the Work) of this Agreement.

11. INDEMNIFICATION

11.1 The Contractor shall indemnify and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, and legal costs resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made in this Agreement.

11.2 The Contractor agrees that the County will have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent cannot be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

11.3 The Contractor's obligations under this section will not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

12.1 Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, must first be resolved in discussions between the Contractor and the County. If that is unsuccessful the parties will proceed to formal mediation under 13.1 below.

12.2 A settlement agreement signed by the County and the Contractor will supersede and cancel any other dispute resolution proceedings regarding the same matter.

12.3 Unless work is stopped or payment withheld in accordance with the conditions of this contract, or unless otherwise agreed in writing, the Contractor must carry on the Work and maintain its progress during any dispute resolution proceedings, and the County will continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

13.1 Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, NMSA 1978, Section 13-4C-1, of any claim before such decision become final and binding. The request for mediation must be submitted in writing to the other party. Timely submission of the request will stay the effect of Paragraph 12.1.

13.2 County and Contractor will participate in the mediation process in good faith. The process will be completed within 60 days of filing of the request. The mediation will be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

13.3 If the dispute is not resolved by mediation, the dispute will be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation is the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

14. INSURANCE

14.1 The Contractor must not commence the Work until it has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor will the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

14.2 Proof of Insurance. The Contractor will furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates must contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".

14.3 General Conditions. The Contractor will submit evidence of insurance as is required in this provision. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

14.4 General Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policy of insurance must include coverage for

all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the policy.

- 14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor must require each of its subcontractors to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6 Workers' Compensation Insurance.** The Contractor must comply with the provisions of the Workers' Compensation Act, NMSA 1978, Section 52-1-1. The Contractor must maintain Workmen's Compensation insurance as required by state law for all of its employees to be engaged in work at the site of the project and, in case of any such work sublet, the Contractor must require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor must provide and cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
- 14.7 Scope of Insurance and Special Hazards.** The insurance required under subparagraphs 14.4 and 14.5 hereof must provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it and, also against any of the special hazards which may be encountered in the performance of this contract.
- 14.8 Builder's Risk Insurance (Fire and Extended Coverage).** Until the project is completed and accepted by the County, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor will not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision does not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and its Surety will be obligated to full performance of the Contractor's undertaking.
- 14.9 Increased Limits.** If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act, the Contractor will increase the maximum limits of any insurance required in this Agreement.
- 14.10 Additional insured.** Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor must maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to comply with the law.

15. INDEPENDENT CONTRACTOR

15.1 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees will not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County because of this Agreement.

15.2 The Contractor must not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

15.3 The Contractor must maintain detailed time records which indicate the date, time and nature of services rendered. These records will be subject to inspection by the County and the State Auditor. The County has the right to audit billings both before and after payment. Payment under this Agreement will not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor will incorporate into all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, will become directly or indirectly interested personally in this contract. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, will become directly or indirectly interested personally in this contract, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

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

17. ASSIGNMENT

17.1 The Contractor must 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 advance written approval of the

County. Any attempted assignment or transfer without the County's advance written approval will be void.

18. SUBCONTRACTING

18.1 The Contractor must not subcontract or delegate any portion of the services to be performed under this contract without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will be void.

18.2 Contractor will provide the County with a list of subcontractors within ten days of contract award.

18.3 Contractor will adhere to all provisions of the Subcontractor's Fair Practices Act NMSA 1978, Section 13-4-31.

18.4 Contractor will provide the County with a completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.

18.5 The Contractor must not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the County may require.

18.6 The Contractor will be fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

18.7 The Contractor will cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents.

18.8 Nothing contained in this contract creates any contractual relation between any subcontractor and the County.

18.9 All work performed for Contractor by a subcontractor or supplier will be pursuant to an appropriate written agreement between Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a subcontractor or supplier must provide that any remedy or claim for nonpayment of sums due or owing to subcontractor or supplier or services performed or materials provided is against Contractor and not the County, subject to any remedy or rights subcontractor or supplier may have under the terms of the Contractor's Performance Bond and NMSA 1978, Section 13-4-19, the New Mexico Little Miller Act.

19. PERSONNEL

19.1 All Work performed under this Agreement will be performed by the Contractor or under its supervision.

19.2 The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) must not be employees of or have any contractual relationships with the County and (ii) will be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

20.1 Any notice required to be given to either party by this Agreement must be in writing and 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 County: Santa Fe County Public Works
Attn: Mike Hart, Project Manager III
424 NM Highway 599
Santa Fe, New Mexico 87507

To the Contractor: TLC Company, Inc.
Attn: Eddie C. Padilla, President
5000 Edith Blvd NE
Albuquerque, New Mexico 87107

20.2 Nothing precludes the giving of written notice by personal service. The address to which notices must be mailed to either party may be changed by written notice given by such party to the other.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor will any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof does not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 1.1** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the Work. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor will carry out the Work in accordance with the additional detail drawings and instructions. The Contractor and the County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the Work.

2. SHOP OR SETTING DRAWINGS

- 2.1** The Contractor will submit promptly to the County two copies of each shop or setting drawing prepared in accordance with the schedule. After examination of such drawings by the County and the return thereof, the Contractor will make such corrections to the drawings as have been indicated and will furnish the County with two corrected copies. If requested by the County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

- 3.1** It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work.
- 3.2** Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

- 4.1** No materials or supplies for the Work will be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used by it in the Work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

- 5.1** All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency will be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of this contract.
- 5.2** Materials of construction, particularly those upon which the strength and durability of the structure may depend, will be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

- 6.1** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the County, of equal substance and function. It must not be purchased or installed by the Contractor without the County's written approval.

7. PATENTS

- 7.1** The Contractor will hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2** License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3** If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor will provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract sum will include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor and/ or its Sureties will indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with the Work, and will indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the Work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1** Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the Work.
- 8.2** Unless otherwise expressly provided for in the Specifications, the Contractor will pay all permits, licenses and approvals necessary for the execution of this contract.
- 8.3** The Contractor will comply with all laws, ordinances, rules, orders, and regulations relating to performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1** The Contractor will, in good workmanlike manner, perform the Work and furnish all supplies and materials, machinery, equipment, facilities and means, except as otherwise expressly specified, necessary or proper to perform and complete all the Work within the time specified. The Contractor will perform the Work in accordance with the provisions of this contract and said Specifications and in accordance with the Plans and Drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the County as given from time to time during the progress of the work. The Contractor will furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2** The Contractor will comply with, and be subject to all terms, conditions, requirements, and limitations of this contract and specifications, and will carry on and complete the Work to the satisfaction of the County.

10. WEATHER CONDITIONS

- 10.1** In the event of temporary suspension of work, or during inclement weather, or whenever the County directs, the Contractor will and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors so to protect its work, such materials will be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1** The Contractor will at all times safely guard the County's property from injury or loss. The Contractor will at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor will replace or make good any such damage, loss or injury unless such is caused directly by errors contained in this contract or by the County

11.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the County, in a diligent manner. The Contractor will notify the County immediately thereafter. Any claim for compensation by the Contractor due to such extra work will be promptly submitted to the County for approval.

11.3 Where the Contractor has not taken action but has notified the County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor will act as instructed or authorized by the County.

11.4 The amount of reimbursement claimed by the Contractor on account of any emergency action will be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

12.1 The authorized representatives and agents of the County will be permitted to inspect the Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

13.1 The Contractor will submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request.

14. SUPERINTENDENT BY CONTRACTOR

14.1 At the site of the Work the Contractor will employ a construction superintendent or foreman who will have full authority to act for the Contractor. It is understood that such representative must be acceptable to the County and be one who can be continued in that capacity for the particular job involved unless he or she ceases to be on the Contractor's payroll.

15. CHANGES IN THE WORK

15.1 No changes in the Work will be made without having prior written approval of the County. Charges or credits for the Work will be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed contract sum.
- C. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the Work;
 - 3) The County's or rental cost of construction equipment during the time

- of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed 10% of the actual cost of the work. The fee will be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

- 16.1** Without invalidating this contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon will be paid for at the price stipulated in the proposal, and no claims for any extra work or materials will be allowed unless the work is ordered in writing by the County and the price is stated in such order.

17. INSPECTION OF SERVICES

- 17.1** The Contractor will maintain an inspection system acceptable to the County. Complete records of all inspection work performed by the Contractor will be maintained and made available to the County during contract performance and for as long afterwards as this contract requires.
- 17.2** The County has the right to inspect and test all services called for by this contract, to the extent practicable at all times and places during the term of this contract. The County will perform inspections and tests in a manner that will not unduly delay the Work.
- 17.3** If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor will furnish, and will require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- 17.4** If any of the services do not conform with the Contract Documents, the County may require the Contractor to perform the services again in conformity with Contract Documents, at no increase in the contract sum. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract sum to reflect the reduced value of the services performed.
- 17.5** If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract Documents, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate this contract for default

18. CORRECTION OF WORK

18.1 All work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction will be at all times and places subject to the inspection of the County who will be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they will be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material will immediately be removed from the site. If, in the opinion of the County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder will be reduced by such amount as in the judgment of the County is equitable.

19. WARRANTY OF CONSTRUCTION

19.1 In addition to any other warranties in this contract, the Contractor warrants the Work performed under this contract conforms to the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

19.2 This warranty will continue for a period of one year from the date of final acceptance of the Work. If the County takes possession of any part of the Work before final acceptance, this warranty will continue for a period of one year from the date the County takes possession.

19.3 The Contractor will remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor will remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract Documents or any defect of equipment, material, workmanship, or design furnished.

19.4 The Contractor will restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

19.5 The County will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County has the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor

must obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.

19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor will not be liable for the repair of any defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.

19.10 This warranty does not limit the County's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor will immediately notify the County of such conditions before they are disturbed. The County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

21.1 No claim for extra work or cost will be allowed unless the same was done in pursuance of a written order of the County, approved by the County, and the claim presented with the first estimate after the changed or extra work is done. When the Work is performed under the terms of General Conditions, the Contractor must furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to the accounts.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

22.1 Immediately after execution and delivery of this contract, and before the first partial payment is made, the Contractor will deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor will also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the contract sum and (b) periodic itemized estimates of work done

for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract sum.

22.2 Schedule

The Contractor will, within five days after the effective date of Notice to Proceed, prepare and submit five copies of a progress schedule covering project operations for the contract period. This progress schedule will 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 will be used to control the timing and sequences of the project. The Work will be done in accordance with the CPM Planning and Scheduling. A written statement of explanation must be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM will be borne by the Contractor.

23. ASSIGNMENTS

- 23.1** The Contractor will not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment must contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor will be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

- 24.1** If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor suffers loss or damage to the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or mediation if such other contractor or subcontractors will so settle. If such other contractor or subcontractor asserts any claim against the County on account of any damage alleged to have been sustained, the County will notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

- 25.1** The Contractor will coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The Contractor, including its subcontractors, will keep informed of the progress and the detail work of other contractors and will notify the County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others will be construed as acceptance by the Contractor of the status of the Work as being satisfactory for proper coordination with its own work

26. COUNTY'S AUTHORITY

- 26.1** The County will give all orders and directions contemplated under this contract relative to the execution of the Work. The County will determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and will decide all questions which may arise in relation to the Work and the construction. The County's estimates and decisions are final and conclusive, except as otherwise expressly provided. In case any question arises between the parties relative to this contract or specifications, the determination or decision of the County will be a condition precedent to the right of the Contractor to receive any money or payment for the Work.
- 26.2** The County will decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts regarding the Work which may arise between the Contractor under this contract and other contractors performing work for the County will be adjusted and determined by the County.

27. STATED ALLOWANCES

- 27.1** It is understood that Contractor has included in its proposal for the contract sum all allowances including Allowed Materials. The Contractor will purchase the Allowed Materials as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the Allowed Materials is more or less than the Cash Allowance, the contract sum will be adjusted accordingly. The adjustment in contract price will be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the Allowed Materials will be included in the applicable sections of this contract.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

- 28.1** The Contractor undertakes at its own expense:
- A. to take every precaution against injuries to persons or damage to property;
 - B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
 - C. to place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work;
 - D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the Work will present a neat, orderly and workmanlike appearance;
 - E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.

- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the County, not to cut or otherwise alter the work of any other contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the Work, and such increase or diminution will in no way void this contract, nor will such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the County will obtain all lands and rights-of-way necessary for the carrying out and completion of the Work.

31. GENERAL WARRANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, constitutes an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor must remedy any defects in the Work and pay for any damage to other work resulting therefrom, which will appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

- 32.1** The Contractor must exercise proper precaution at all times for the protection of persons and property and will be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes must be observed and the Contractor will take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

- 33.1** No member of Santa Fe Board of County Commissioners is admitted to any share or part of this contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, will become directly or indirectly interested personally in this contract. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, will become directly or indirectly interested personally in this contract, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

35.1 The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:

- A. Secures written consent of the Contractor except in the event, in the opinion of the County, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
- C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A

**SUMMARY OF WORK
AND MATERIAL SPECIFICATIONS**

ATTACHMENT B
ADDENDA & MODIFICATIONS

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fultun Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

February 10, 2026

SANTA FE COUNTY
IFB No. 2026-0198-PW/TJ
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR

ADDENDUM NO. 1

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

Attachment A: Pre-Bid Agenda and Sign-in Sheet
Attachment B: Revised IFB Bid Proposal Form

Clarification No. 1 – Addendum Issued: Tuesday, February 10, 2026 will be posted to the Santa Fe County website and sent to all who have returned the Acknowledgement of Receipt form to be placed on the distribution list.

Question No. 1: Will in situ material be acceptable for pipe bedding and pipe zone backfill?

Answer No. 1: In situ/native materials may be used for pipe bedding and pipe zone backfill. Subject to meeting the requirements for filling materials requirements of the backfill technical specification in Section 31 23 23 – Part 2 Products – 2.1 FILL MATERIALS.

Question No. 2: Where is the source of construction water for the project?

Answer No. 2: Construction water can be obtained at the bulk water station at the public safety complex off State Highway 14. The contractor will be responsible for setting up an account and purchasing water for construction.

Question No. 3: What is the engineers estimate for the project?

Answer No. 3: The Owner and Engineer will not release the Engineer's Estimate for the project. The Engineer's estimate will be made available following the Bid Opening.

Question No. 4 Can you identify a laydown/staging area for the project?

Answer No. 4: A laydown/staging area is available adjacent to the La Cienega Fire Station where the pre-bid was located off of Rancho Viejo Blvd.

Question No. 5: Can grubblings be wasted onsite?

Answer No. 5: Owner is fine with disposing on site and spreading across the project.

Question No. 6: Page 13 Bid Proposal – this page references a different project?

Answer No. 6: See Attachment B.

Question No. 7: Bid Form skips item 16 and goes from 15 to 17?

Answer No. 7: Bid form will be updated in Addendum No. 2 to include Temporary bypass pumping as Item 16. Temporary bypass pumping may be needed for the connection to the La Pradera system (x2) and the existing OSHARA sewer. Contractor shall coordinate with the Owner and Engineer prior to performing bypass pumping or connecting to the existing facilities. Due to limited flow, bypass pumping may be avoidable by plugging and performing the respective connections through coordinated and monitored efforts.

Question No. 8: Bid item 22, can you verify this quantity?

Answer No. 8: The quantity for bid item 22 will be updated in Addendum No. 2

Question No. 9: RD sheets can you provide design contour elevations so we can verify amount of dirt to be moved?

Answer No. 9: Road cross sections, shown in RD 26 to RD 56, include elevation of the road cross sections. The quantities can be verified using the information provided in table included with the cross sections. Design files will be provided to the awarded contractor for staking and construction purposes.

Question No. 10: Bid item 21 indicates 11 acres of Clearing & Grubbing. However, bid item 40 only shows 3 acres of reseeding. (The roadway only accounts for 3 acres of area) Please clarify.

Answer No. 10: The original quantities were based on total disturbed areas to daylight minus the road section. This will be revised and the quantities of the clearing and

grubbing & roadway surface areas will be updated to reflect potential revegetation of disturbed areas associated with ongoing construction activities. (e.g. Trenching & Excavation and Spoil pile clean up). The bid form will be updated to reflect an updated quantity of seeding of 8 acres.

The application of seeding may be performed using hydro mulching.

Question No. 11: Bid item 35 – 24” culvert pipe, plans do not match bid quantity?

Answer No.11: The bid quantity states the correct quantity of culvert pipes. On sheet RD-18, The existing culvert pipe will be extended in length. The culvert pipe is estimated to be extended approximately 14.2 linear feet. The final length of the culvert pipe is to be coordinated with the Engineer and Owner.

Question No. 12: Trench & Backfill quantities do not match pipe quantities.

Answer No.12: The bid form will be updated in Addendum No. 2 to reflect the updated quantities.

Question No. 13: Bid items 12 – 8” Stub Out plans show 3 each, bid schedule shows 1 each.

Answer No. 13: The bid form will be updated in Addendum No. 2 to reflect the updated quantity.

Question No. 14: Bid item 17 – Asphalt Remove & Replace, bid schedule shows 380 sy. Plans show almost 900 sy.

Answer No. 14: The quantity of asphalt remove & replace shown on the plans is in units of square feet. The bid schedule shows a correct value.

Question No. 15: Bid item 40 – Seeding, what specification applies?

Answer No. 15: Bid item 40 shall follow the Seeding 32 92 19 specification provided in the supplemental technical specifications.

Please add this Addendum No. 1 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Tammy Jim, Procurement Specialist Senior at tjim@santafecountynm.gov.

ATTACHMENT A

**SANTA FE COUNTY****PRE-BID CONFERENCE****IFB No. 2026-0198-PW/TJ****CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 INTERCEPTOR****JANUARY 29, 2026 AT 10:00 PM**

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
Tammy Jim <i>TJM</i>	SFC Purchasing	505-986-6370	tjim@santafecountynm.gov
Mike Lamm	Dub-L-EE	505-338-9108	wilam@Dub-L-EE.com
Danny Montana	NM Underground	505-401-2187	Danny.Montana@NMUnderground.com
Robt Padilla	H.O. Const Inc	505-238-4455	505 Pico Time & G Mail.com
MIKE SMITH	AUI	505-627-1129	MikeS@AuiInc.net
Bento Lujan	All In One Excavation	505-920-0192	bollimoreexcavation@gmail.com
Gunner Robinson	Spear D Construction	505-589-8477	grobinsen@spear-d.com
Alynn Martinez	MATRIX BUILDERS INC	505 690 3265	ALYNNMARTINEZ@hotmail.com
Mike Hart	SFC PW'S		

8

Dustin Peterson	Matrix Builders	605 977-5688	dustin@maranatha-ent.com
Mark Brooks	GM Emulsion	505-470-2578	ma.ke.gmemulsion.com
Gabe NTR	GM Emulsion	575-840-9709	gabriz@gmemulsion.com
Steve Melton	File Construction	505-788-5856	steve.mdfconst.com
Daniel Gonzalez	TLC	505-504-4777	daniel.gonzalez@speedrun.com
Jason Harvey	Meridian	970-832-7906	jharvey@meridiancor.net



**PRE-BID CONFERENCE
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 INTERCEPTOR PROJECT
IFB No. 2026-0198-PW/TJ
JANUARY 29, 2026
10:00 AM**

INTRODUCTIONS

Contracting Agency: Santa Fe County

- | | | |
|---------------------|-------------------------------|---------------------|
| • Mike Hart | Project Manager III | Public Works Dept. |
| • Keaton Chancellor | Project Engineer | SMA |
| • Tammy Jim | Procurement Specialist Senior | Purchasing Division |

Bid Documents

- **Complete Bid Documents are available on the Santa Fe County website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>**
- **Carefully read all bid documents for requirements, including the sample agreement for all terms and conditions.**
- **All bid forms must be completed, signed and included in the bid submittal as outlined on page 15 “Bid Forms” in the IFB. *Failure to include any of the listed documents in the bid submittal may be considered grounds for disqualification of the bidder and rejection of its bid.***

Project Information

- Santa Fe County Public Works Department is requesting bids for the purpose of procuring a licensed, insured, and qualified Contractor to provide construction services for the sewer system upgrades for the Arroyo Hondo SR-14 Interceptor project utilizing specification documents from Souder, Miller & Associates Engineers.
- Project Duration: 365 working days where working days are defined as every day except Saturday, Sunday and holidays recognized by Santa Fe County.
- Liquidated Damages: \$500.00 per each working day that expires after the date of substantial completion until substantial completion is achieved and a certificate of Substantial Completion is issued by the County.
- Basis of Award: The lowest, **responsive** base bid. The County reserves the right to cancel the award if there are not sufficient appropriations available.

Qualifications:

- All contractors and subcontractors must be registered with the N.M. Department of Workforce Solutions for all work over \$60,000 on day of bid. **All contractors and subs must be registered as “Active” the day of bid opening.**
- Subcontractor Listing Form must be completed with all required information. For all trades that are listed “only one bid received” or “no bid received”, the Contractors must list the name, city, county or place of business and the trade of all businesses contacted for quote.
- Request double-sided bid submittal in accordance with Santa Fe County Resolution 2013-7 “Adopting sustainable Resource Management Principals”.

Addendum

- **Last Day for Questions:** Wednesday, February 4, 2026 via e-mail to Tammy Jim at tjim@santafecountynm.gov
- **Addendum Issued:** Tuesday, February 9, 2026 will be posted to the Santa Fe County website and sent to all who have returned the Acknowledgement of Receipt form to be placed on the distribution list.
- **Bid Schedule:**
 - Bid Opening:** Tuesday, March 3, 2026
 - Location:** Santa Fe County Purchasing Division,
102 Grant Avenue 1st Floor, Santa Fe, N.M. 87501
Lamy Conference Room
 - Time:** 2:00 PM
- **Parking:**

Free parking available at the Santa Fe County Administration Complex at 240 Grant Avenue, Santa Fe, NM 87501, on the **second floor**. A Security Guard will be posted, you may notify the guard that you are attending a Bid Opening at 102 Grant Avenue.

Questions

ATTACHMENT B

**BID PROPOSAL
IFB 2026-0198-TJ/DK
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the Information for Bidders and in strict conformance with the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____ (type of business or legal entity), hereby proposes to perform all the WORK required for the construction services for the Arroyo Hondo SR-14 Sewer Interceptor Project located in Santa Fe County, New Mexico.

The undersigned declares that it is the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that it has carefully examined the specifications, including special provisions, if any, and that it has made a personal examination of the site of the work, that it is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands that the quantities are approximate only and subject to increase or decrease, and that it is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case we do not, Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

Names of individual members of
firms or names and titles of all
officers of Corporation.

Corporation organized under
the Laws of the State of

New Mexico Contractor's License No.

NM Department of Workforce Solutions,
Public Works Labor Enforcement Fund
Registration Number:

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fultun Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

February 19, 2026

SANTA FE COUNTY
IFB No. 2026-0198-PW/TJ
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR

ADDENDUM NO. 2

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2. This documentation shall become permanent and made part of the departmental files.

***BID OPENING EXTENDED TO
TUESDAY, MARCH 24, 2026 @ 2:00 PM***

Clarification No. 1 – Additional information is required for this extension. All questions previously submitted and not addressed in Addendum No. 1, along with full details of the extension, will be issued in the next Addendum.

Please add this Addendum No. 2 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Tammy Jim, Procurement Specialist Senior at tjim@santafecountynm.gov.

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

March 9, 2026

SANTA FE COUNTY
IFB No. 2026-0198-PW/TJ
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR

ADDENDUM NO. 3

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 3. This documentation shall become permanent and made part of the departmental files.

Attachment A: Colibri Sewer Re-route Construction Plans
Attachment B: Fence Drawings
Attachment C: Revised Bid Sheet

*Clarification No. 2 – The Colibri Sewer Re-route Construction Plans will be added to this project to install approximately 1,910 linear feet of 12-inch gravity sewer from the Colibri Subdivision to the Abajo Lift Station to replace the existing 8-inch along SR-14. The awarded contractor will need to coordinate the connection of the new 12-inch gravity sewer to the diversion manhole at the new Abajo Lift Station. The attached plan sheets (C-24 through C-28 and DT-6) will be added to the construction plans entitled **Santa Fe County SR-14 Sewer Interceptor Construction Plans** dated December 2025.*

Sheets G-2, G-4, G-5, and DT-2 will be replaced with the respective sheets attached for the incorporation of the Colibri re-route. Please see Attachment A.

The additional quantities associated with the Colibri Re-route are reflected in the revised Bid Sheet. Please see Attachment C.

Question No. 1: Will the contractor be responsible for the materials testing/quality control testing, or will the owner be in charge of selecting a firm for the materials testing for the project?

Answer No. 1: The contractor will be responsible for providing material testing/quality control testing through the allowance. Prospective bidders shall refer to Section 01 00 00 Part 1.8 Testing and Inspection Allowances.

Question No. 2.: Will HDPE be accepted as an alternative material to PVC?

Answer No. 2: HDPE will not be accepted as an alternative material to PVC SDR 26 per the specifications due to the County's existing infrastructure and materials.

Question No. 3: For above-mention project, bid schedule shows items 29 – Fence, 30 – Gate and 31 – Gate, but no details in drawings. Can you please provide detailed drawings?

Answer No. 3: Contractor shall field verify fence and replace fences with like-kind material. Gates identified on the plans shall be Standard Tubular Gates with metal posts, bracing, and related anchorage. Please see Attachment B.

Question No. 4: Bid Form skips item 16. Goes from 15 to 17.

Answer No. 4: The Bid Form has been revised, and some new items were added. Please see Attachment C.

Please add this Addendum No. 3 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Tammy Jim, Procurement Specialist Senior at tjim@santafecountynm.gov.

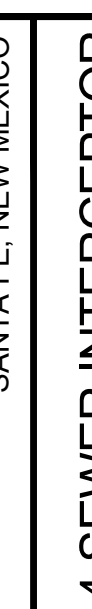
ATTACHMENT A

DRAWING INDEX

SHEET NO.	SHEET TITLE
G-1	COVER SHEET
G-2	DRAWING INDEX
G-3A	GENERAL NOTES AND LEGEND
G-3B	SANTA FE COUNTY GENERAL NOTES
G-4	PROJECT SITE PLAN
G-5	SR-14 INTERCEPTOR DRAWING KEY INDEX
G-6	SURVEY CONTROL SHEET 1
G-7	SURVEY CONTROL SHEET 2
G-8	SURVEY CONTROL SHEETS 4, 5, 6 AND 7
C-1	SR-14 INTERCEPTOR SEWER P&P STA 0+68 TO 7+80
C-2	SR-14 INTERCEPTOR SEWER P&P STA 7+80 TO 15+90
C-3	SR-14 INTERCEPTOR SEWER P&P STA 15+90 TO 24+00
C-4	SR-14 INTERCEPTOR SEWER P&P STA 24+00 TO 32+10
C-5	SR-14 INTERCEPTOR SEWER P&P STA 32+10 TO 40+20
C-6	SR-14 INTERCEPTOR SEWER P&P STA 40+20 TO 48+30
C-7	SR-14 INTERCEPTOR SEWER P&P STA 48+30 TO 56+40
C-8	SR-14 INTERCEPTOR SEWER P&P STA 56+40 TO 64+50
C-9	SR-14 INTERCEPTOR SEWER P&P STA 64+50 TO 72+60
C-10	SR-14 INTERCEPTOR SEWER P&P STA 72+60 TO 80+70
C-11	SR-14 INTERCEPTOR SEWER P&P STA 80+70 TO 88+80
C-12	SR-14 INTERCEPTOR SEWER P&P STA 88+80 TO 96+90
C-13	SR-14 INTERCEPTOR SEWER P&P STA 96+90 TO 105+00
C-14	SR-14 INTERCEPTOR SEWER P&P STA 105+00 TO 113+10
C-15	SR-14 INTERCEPTOR SEWER P&P STA 113+10 TO 121+20
C-16	SR-14 INTERCEPTOR SEWER P&P STA 121+20 TO 129+30
C-17	SR-14 INTERCEPTOR SEWER P&P STA 129+30 TO 137+40
C-18	SR-14 INTERCEPTOR SEWER P&P STA 137+40 TO 145+50
C-19	SR-14 INTERCEPTOR SEWER P&P STA 145+50 TO 153+60
C-20	SR-14 INTERCEPTOR SEWER P&P STA 153+60 TO 161+70
C-21	SR-14 INTERCEPTOR SEWER P&P STA 161+70 TO 169+50
C-22	SR-14 INTERCEPTOR SEWER P&P STA 169+50 TO 173+76
C-23	LA PRADERA WWTP CONNECTION LINE SEWER PLAN AND PROFILE
C-24	COLIBRI RE-ROUTE PLAN AND PROFILE STA 0+00 TO 5+40
C-25	COLIBRI RE-ROUTE PLAN AND PROFILE STA 5+40 TO 11+10
C-26	COLIBRI RE-ROUTE PLAN AND PROFILE STA 11+10 TO 17+10
C-27	COLIBRI RE-ROUTE PLAN AND PROFILE STA 17+10 TO 20+10
C-28	COLIBRI RE-ROUTE TEMPORARY BYPASS PLAN
DT-1	TRENCH DETAILS
DT-2	SEWER DETAILS
DT-3	JACK AND BORE ROAD CROSSING DETAIL
DT-4	SEWER CONNECTION DETAILS
DT-5	SANTA FE COUNTY STANDARD DETAIL
DT-6	DROP MANHOLE DETAIL
RD-1	SR-14 INTERCEPTOR ROAD TYPICAL SECTIONS
RD-2	SR-14 INTERCEPTOR ROAD DETAILS AND QUANTITIES
RD-3	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-4	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-5	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-6	SR-14 INTERCEPTOR ROAD PLAN & PROFILE

DRAWING INDEX

SHEET NO.	SHEET TITLE
RD-7	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-8	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-9	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-10	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-11	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-12	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-13	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-14	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-15	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-16	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-17	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-18	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-19	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
RD-20	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
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RD-22	SR-14 INTERCEPTOR ROAD PLAN & PROFILE
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RD-26	SR-14 INTERCEPTOR ROAD SEGMENT 1 CROSS SECTIONS
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RD-28	SR-14 INTERCEPTOR ROAD SEGMENT 1 CROSS SECTIONS
RD-29	SR-14 INTERCEPTOR ROAD SEGMENT 1 CROSS SECTIONS
RD-30	SR-14 INTERCEPTOR ROAD SEGMENT 1 CROSS SECTIONS
RD-31	SR-14 INTERCEPTOR ROAD SEGMENT 1 CROSS SECTIONS
RD-32	SR-14 INTERCEPTOR ROAD SEGMENT 1 CROSS SECTIONS
RD-33	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-34	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-35	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-36	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-37	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-38	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-39	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-40	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-41	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-42	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-43	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-44	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-45	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-46	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-47	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-48	SR-14 INTERCEPTOR ROAD SEGMENT 2 CROSS SECTIONS
RD-49	SR-14 INTERCEPTOR ROAD SEGMENT 3 CROSS SECTIONS
RD-50	SR-14 INTERCEPTOR ROAD SEGMENT 3 CROSS SECTIONS
RD-51	SR-14 INTERCEPTOR ROAD SEGMENT 3 CROSS SECTIONS
RD-52	SR-14 INTERCEPTOR ROAD SEGMENT 3 CROSS SECTIONS
RD-53	SR-14 INTERCEPTOR ROAD SEGMENT 4 CROSS SECTIONS
RD-54	SR-14 INTERCEPTOR ROAD SEGMENT 4 CROSS SECTIONS
RD-55	SR-14 INTERCEPTOR ROAD SEGMENT 4 CROSS SECTIONS
RD-56	SR-14 INTERCEPTOR ROAD SEGMENT 4 CROSS SECTIONS

ARROYO HONDO DE SANTA FE		SANTA FE, NEW MEXICO	
SANTA FE COUNTY SR-14 SEWER INTERCEPTOR SANTA FE, NEW MEXICO DRAWING INDEX			
			
THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED			
Designed KPC	Drawn AAV	Checked JAC	
Date: March 2026			
Scale: Horiz:		Vert:	
Project No: 6232636			
Sheet:		G-2	





SR-14 INTERCEPTOR – RICHARDS AVE TO COLIBRI SUBDIVISION
AND COLIBRI RE-ROUTE DRAWING KEY INDEX

Rev #		Date	Description	By	CHK'd
2026		2/26/26	COLIBRI RE-ROUTE SEWERLINE ADDITION	AAV	KPC

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**SANTA FE COUNTY SR-14 SEWER INTERCEPTOR
SANTA FE, NEW MEXICO
SR-14 INTERCEPTOR & COLIBRI RE-ROUTE
DRAWING KEY INDEX**

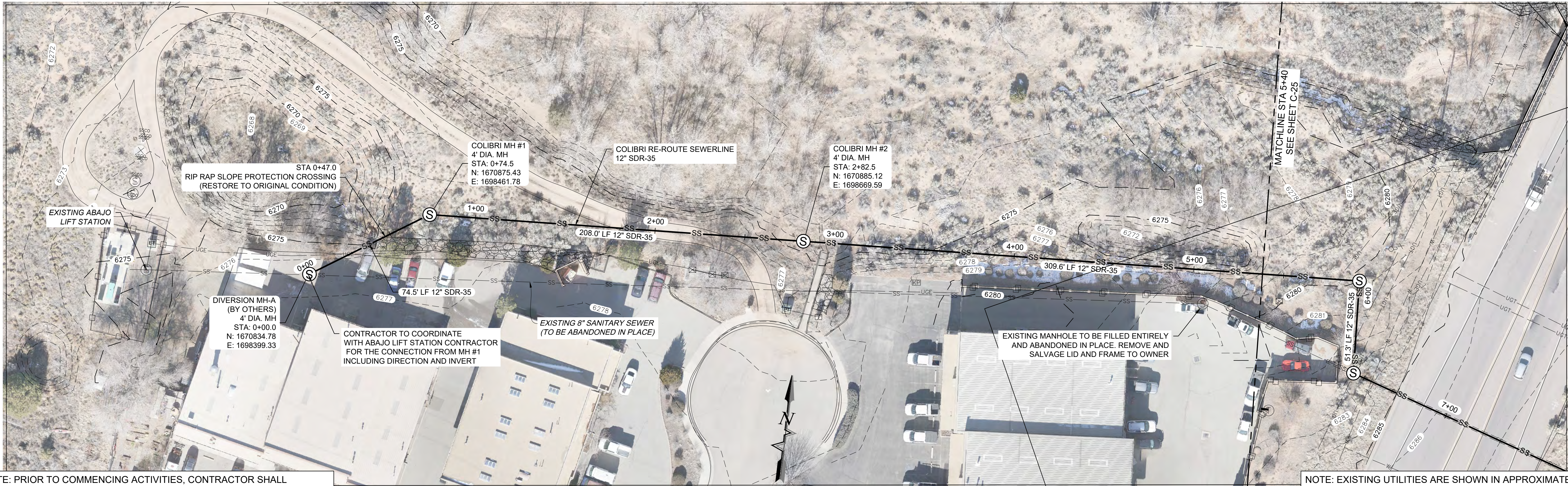
KEATON P. CHANCELLOR
NEW MEXICO
24890
PROFESSIONAL ENGINEER

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Vert: N/A

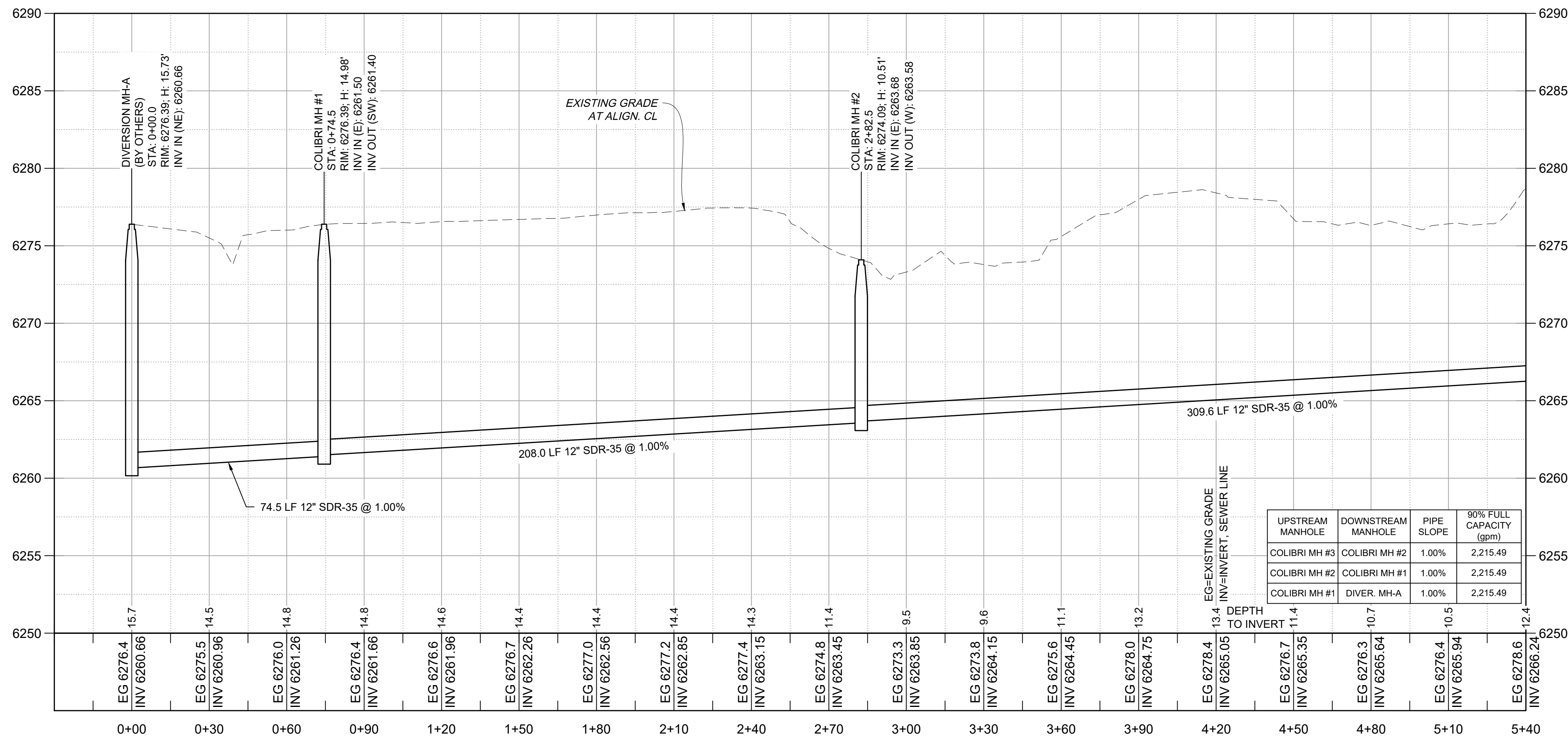
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G-5



NOTE: PRIOR TO COMMENCING ACTIVITIES, CONTRACTOR SHALL COMPLETE NON DESTRUCTIVE EXPLORATORY DIGGING AT THE CONNECTION LOCATIONS TO DETERMINE LOCATION AND DEPTHS OF EXISTING SEWER STUB. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DEVIATIONS FROM DESIGN LAYOUT IN ADVANCE OF CONSTRUCTION WITH ENOUGH NOTICE TO ENABLE DESIGN MODIFICATION IF NECESSARY.

NOTE: EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY, BASED ON INFORMATION PROVIDED BY UTILITY COMPANIES OR AS-BUILT DRAWINGS. CONTRACTOR MUST CONTACT NM ONECALL TO OBTAIN SPOTS AND SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD. SEE GENERAL NOTES FOR FURTHER INFORMATION.

COLIBRI RE-ROUTE PLAN VIEW
12" SEWERLINE



COLIBRI RE-ROUTE PROFILE VIEW
12" SEWERLINE

Rev #

Date

Description

By

CHKD

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SANTA FE, NEW MEXICO

SANTA FE COUNTY SR-14 SEWER INTERCEPTOR

SANTA FE, NEW MEXICO

COLIBRI RE-ROUTE PLAN AND PROFILE

STA 0+00 TO 5+40

KEATON P. CHANCELLOR

24890

PROFESSIONAL ENGINEER

3/3/2026

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Designed: KPC

Drawn: AAV

Checked: JAC

Date: March 2026

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Vert: 1" = 5'

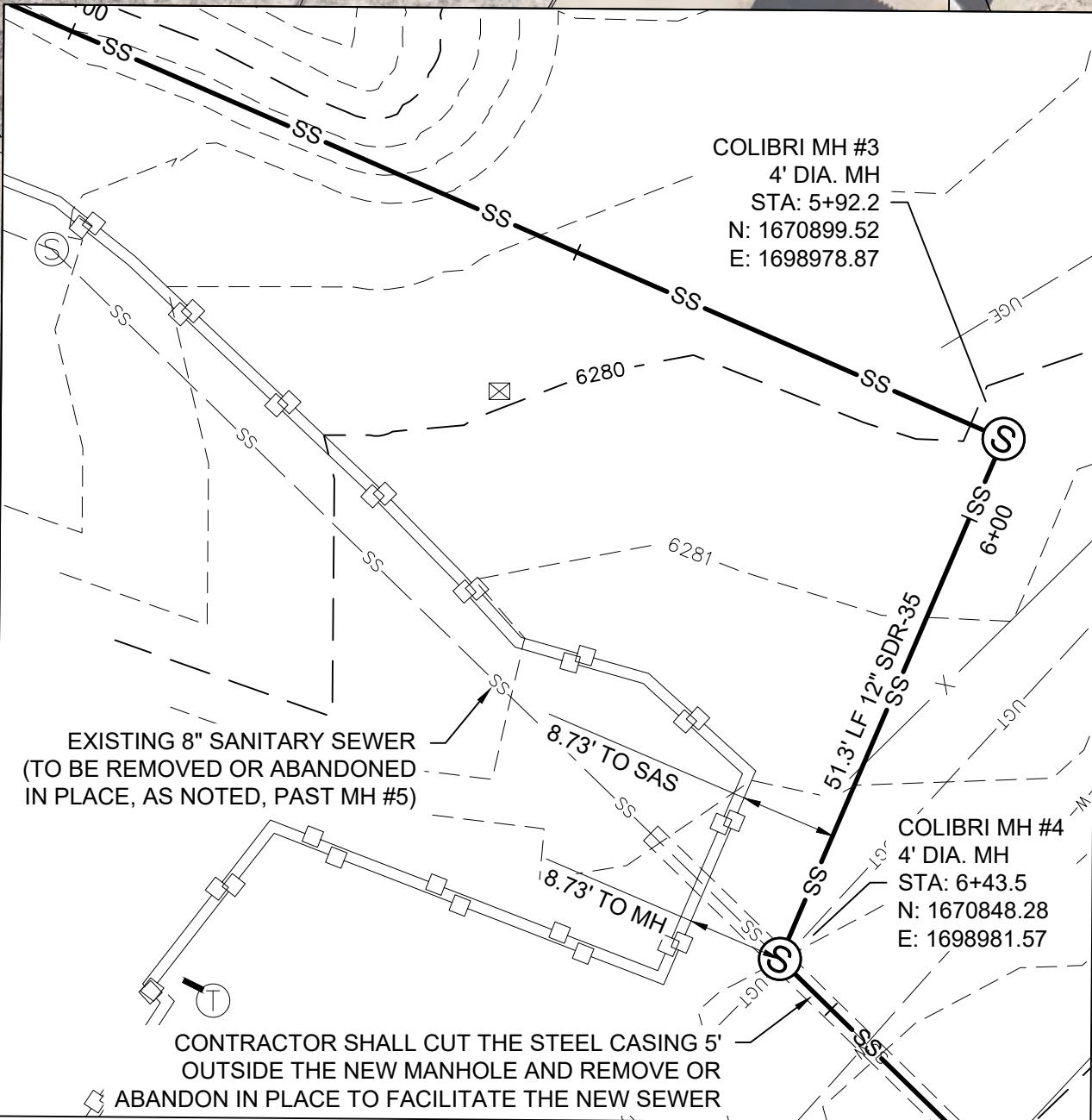
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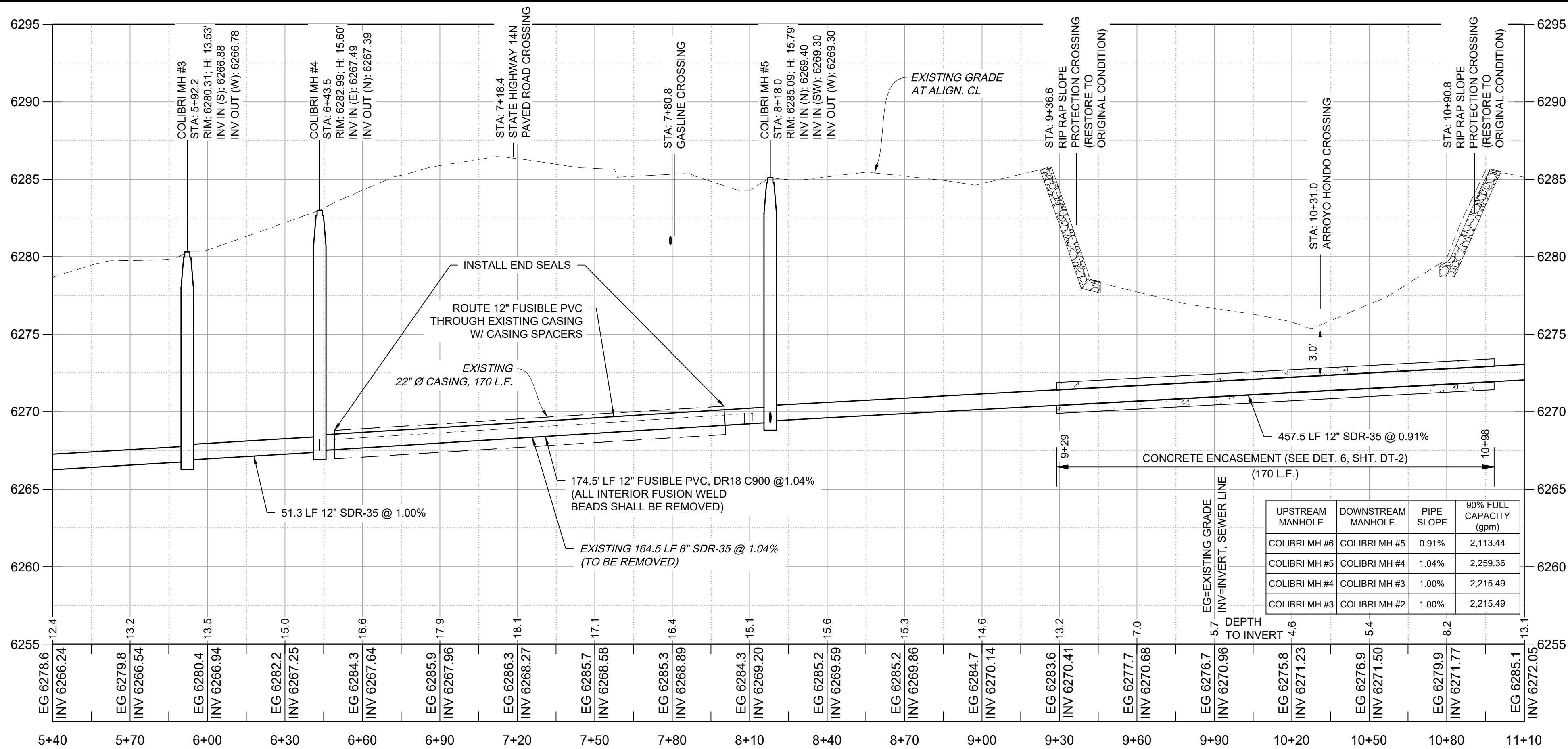


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COLIBRI RE-ROUTE PLAN VIEW
12" SEWERLINE



ENLARGEMENT "A"
SCALE 1"=15'



COLIBRI RE-ROUTE PROFILE VIEW
12" SEWERLINE

Rev #	Date	Description	By	Chkd

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SANTA FE, NEW MEXICO
COLIBRI RE-ROUTE PLAN AND PROFILE
STA 5+40 TO 11+10



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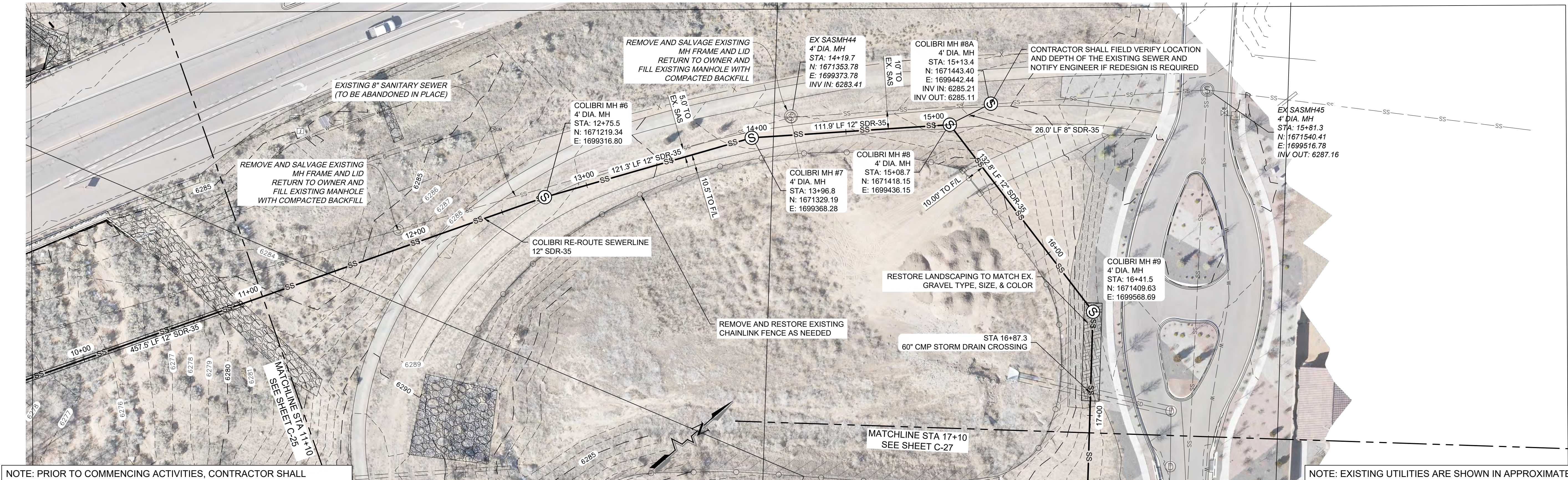
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Project No: 6232636

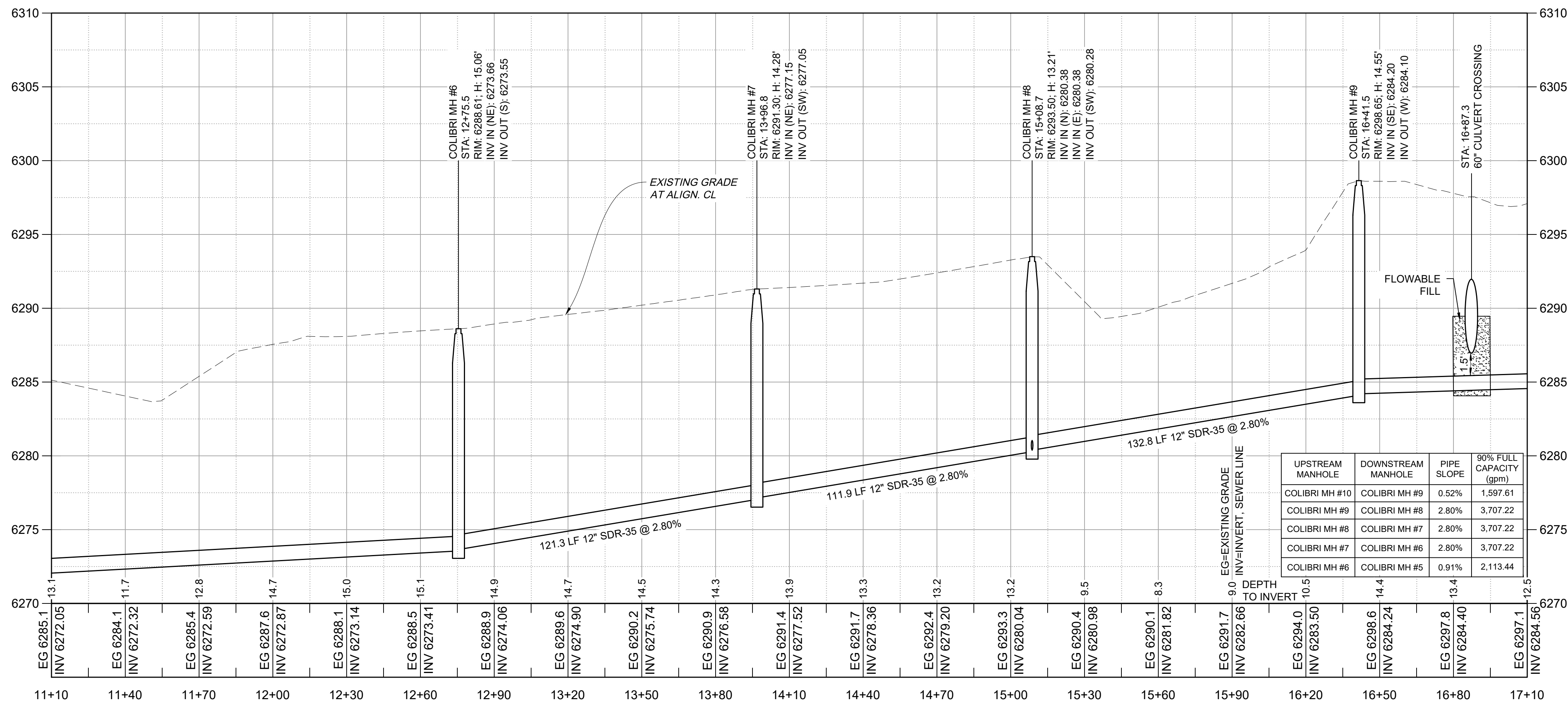
Sheet:

C-25



NOTE: PRIOR TO COMMENCING ACTIVITIES, CONTRACTOR SHALL COMPLETE NON DESTRUCTIVE EXPLORATORY DIGGING AT THE CONNECTION LOCATIONS TO DETERMINE LOCATION AND DEPTHS OF EXISTING SEWER STUB. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DEVIATIONS FROM DESIGN LAYOUT IN ADVANCE OF CONSTRUCTION WITH ENOUGH NOTICE TO ENABLE DESIGN MODIFICATION IF NECESSARY.

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COLIBRI RE-ROUTE PROFILE VIEW
12" SEWERLINE

By

CRKD

Rev #

Date

DESCRIPTION

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SANTA FE, NEW MEXICO

SANTA FE COUNTY SR-14 SEWER INTERCEPTOR

SANTA FE, NEW MEXICO

COLIBRI RE-ROUTE PLAN AND PROFILE

STA 11+10 TO 17+10

KEATON P. CHANCELLOR

24890

PROFESSIONAL ENGINEER

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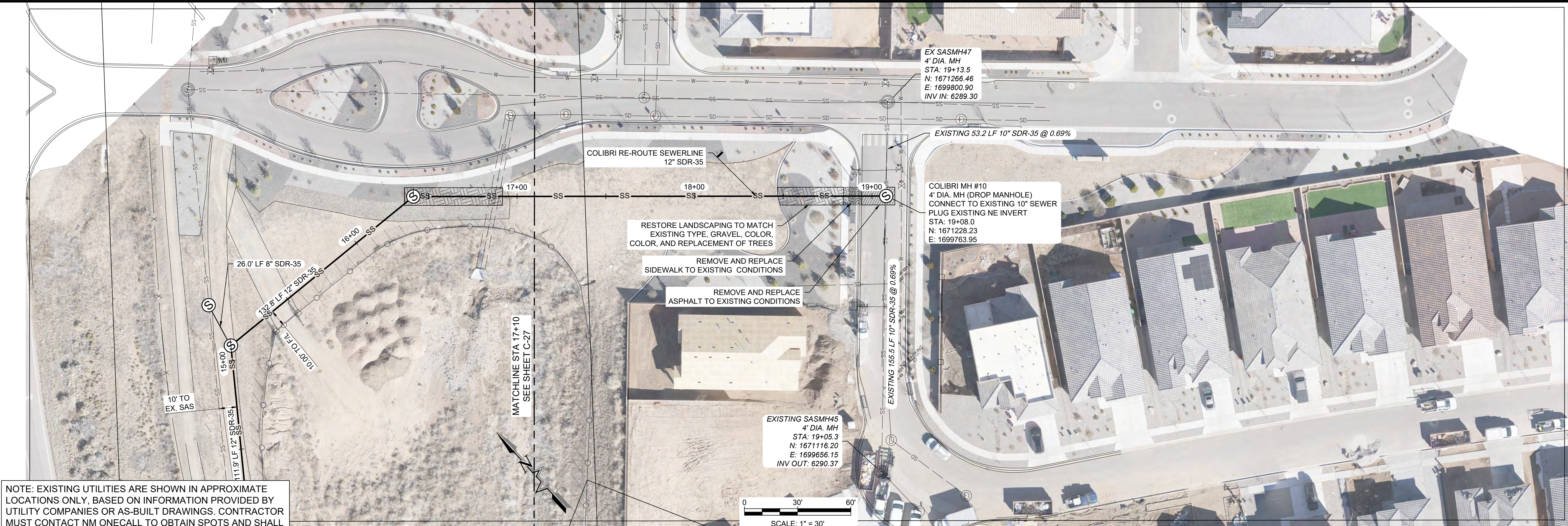
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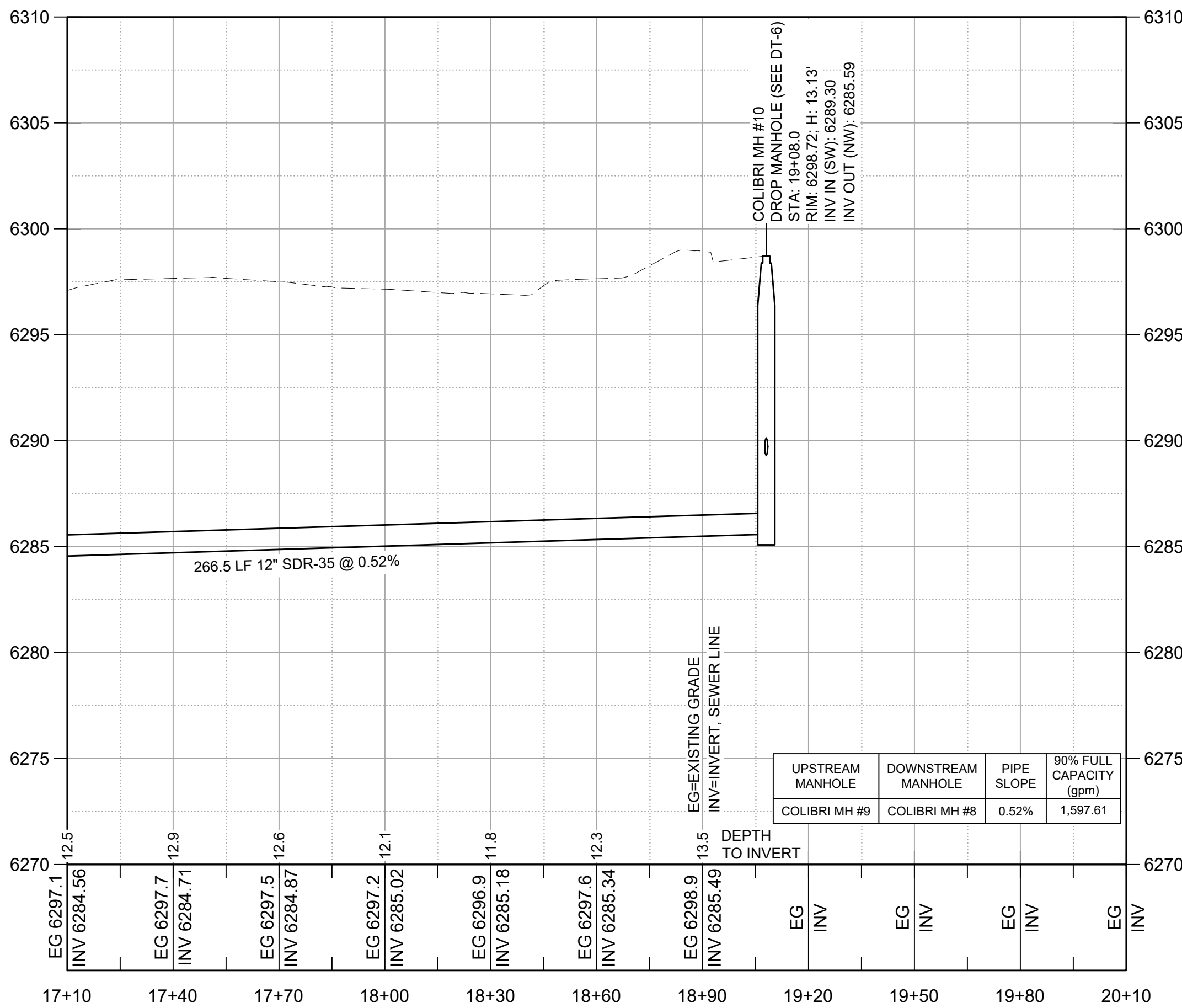
Project No: 6232636

Sheet: C-26



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COLIBRI RE-ROUTE PLAN VIEW
12" SEWERLINE



COLIBRI RE-ROUTE PROFILE VIEW
12" SEWERLINE

By

CHKD

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COLIBRI RE-ROUTE PLAN AND PROFILE

STA 17+10 TO 20+10

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KPC

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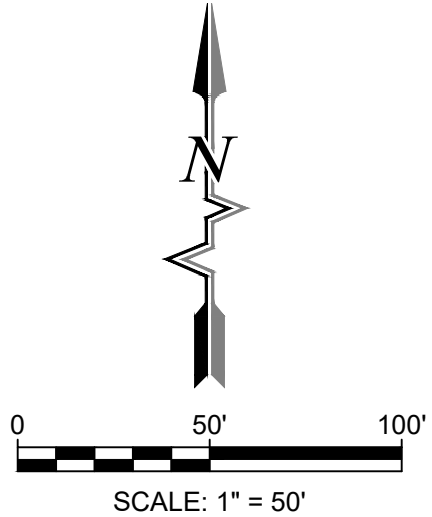
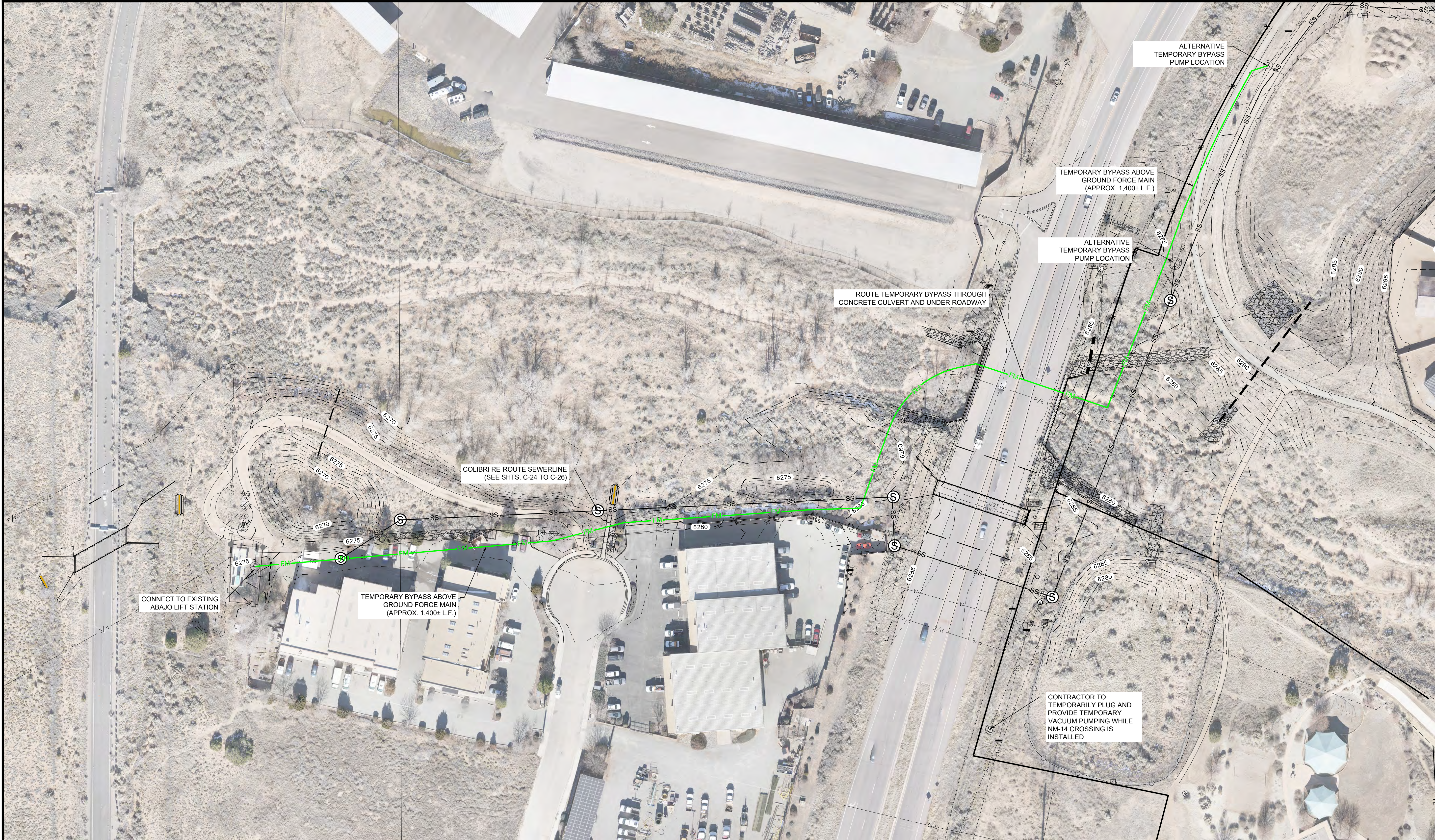
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Project No: 6232636

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C-27

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COLIBRI RE-ROUTE TEMPORARY BYPASS PLAN

Rev #	Date	Description	By	CHKD

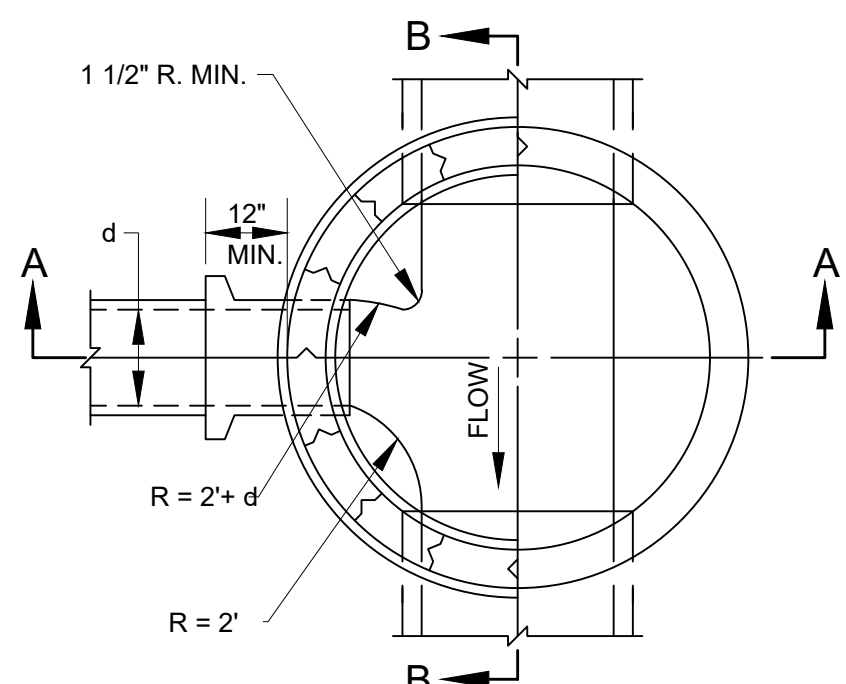


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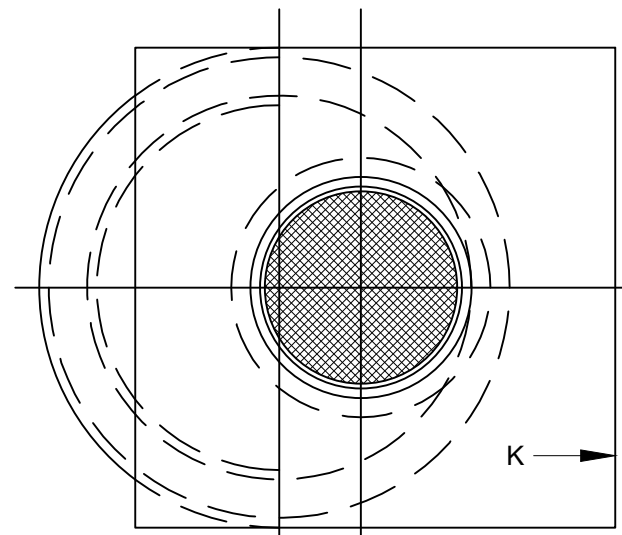
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**SANTA FE COUNTY SR-14 SEWER INTERCEPTOR
SANTA FE, NEW MEXICO
COLIBRI RE-ROUTE
TEMPORARY BYPASS PLAN**



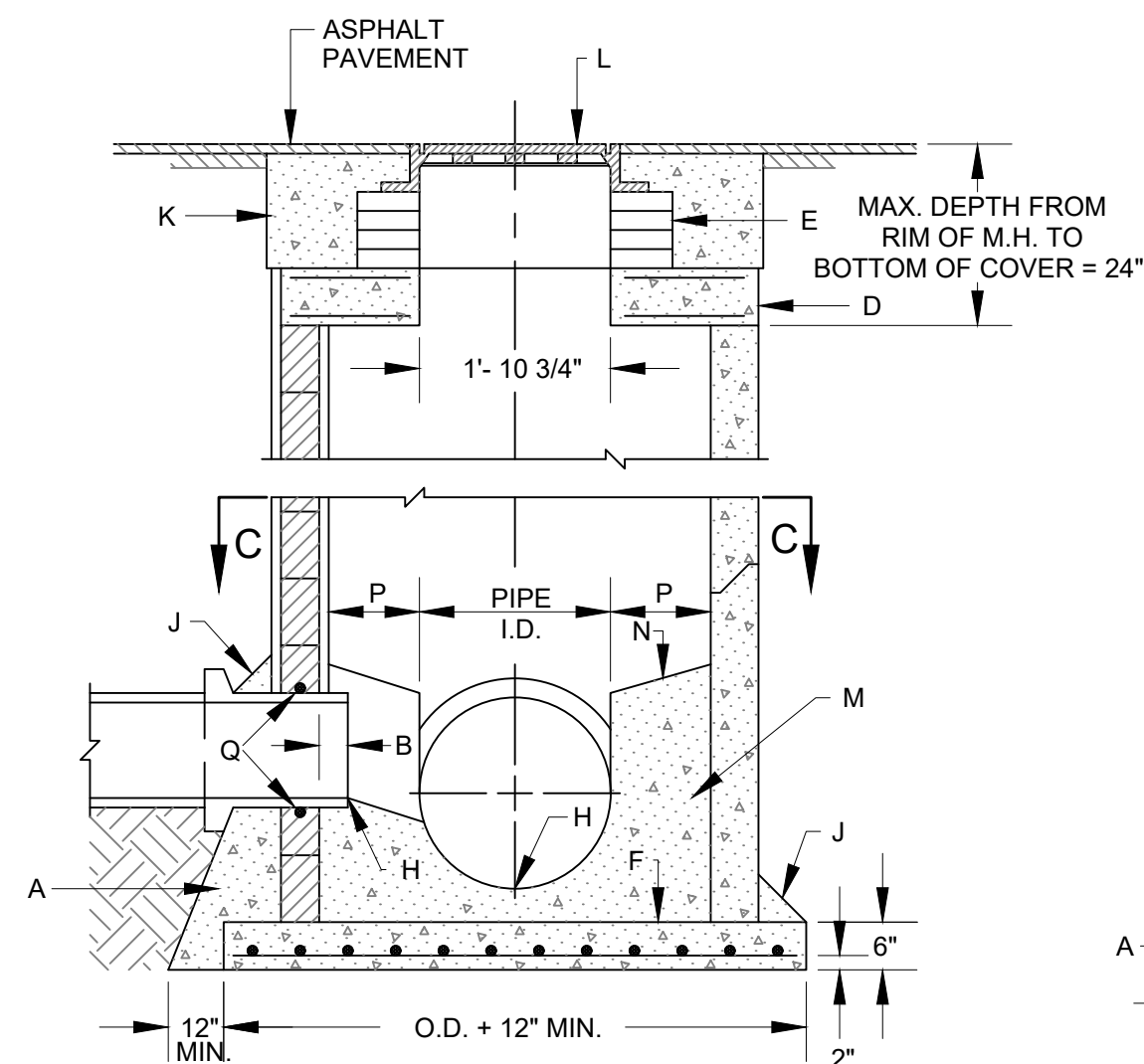
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Designed KPC	Drawn AAV	Checked JAC
Date: March 2026		
Scale: Horiz: 1" = 40' Vert: N/A		
Project No: 6232636		
Sheet: C-28		



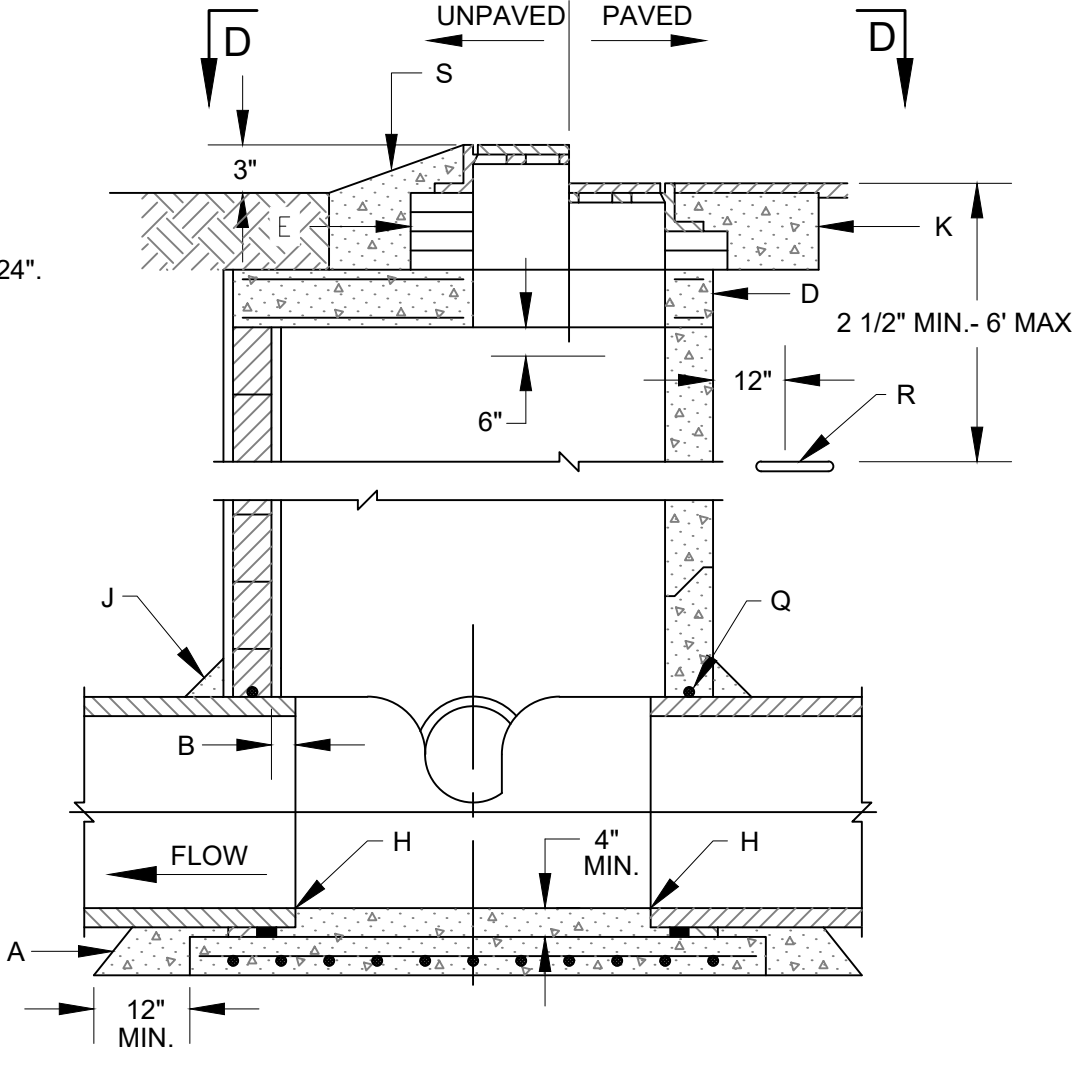
PLAN AT C-C



PLAN AT D-D



CROSS SECTION A-A



CROSS SECTION B-B

MANHOLE TYPE "C"
1 CONCRETE MANHOLE DETAILS
DT-2 NOT TO SCALE

GENERAL NOTES:

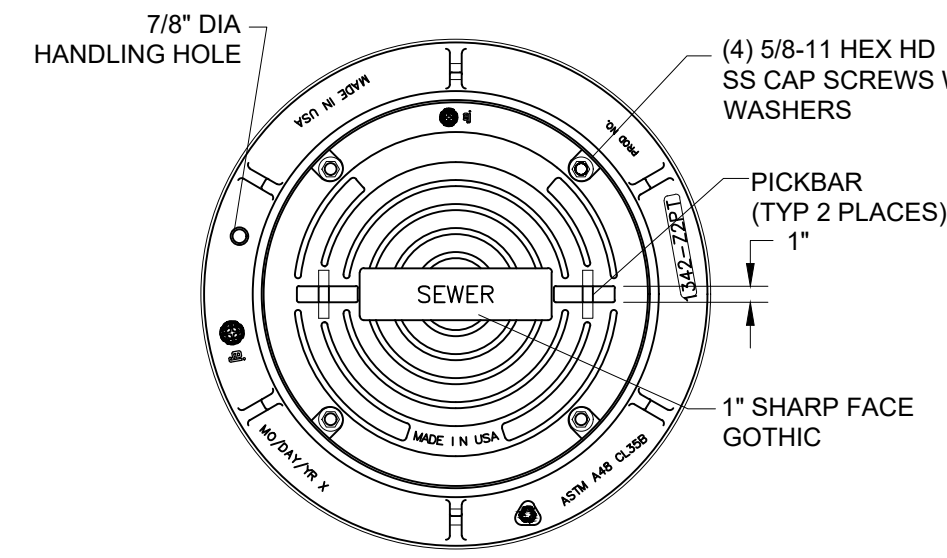
1. USE TYPE C M.H. FOR DEPTHS OF LESS THAN 6' MEASURED FROM INV. TO RIM.
2. CONTRACTOR HAS OPTION TO CONSTRUCT TYPE C M.H. IN LIEU OF TYPE E M.H. FOR DEPTHS OF 6' OR MORE.
3. DESIGN APPLIES TO 4' & 6' I.D. MANHOLES.
4. M.H. GREATER THAN 18' IN DEPTH SHALL ONLY BE CONSTRUCTION PRECAST CONCRETE SECTIONS.
5. USE NON-SHRINK GROUT FOR JOINTS, FILLETS AND PENETRATIONS.
6. COMPACT ALL BACKFILL AROUND MANHOLE TO 95%.
7. POSITION M.H. OPENING OVER THE UPSTREAM SIDE OF MAIN LINE.

CONSTRUCTION NOTES:

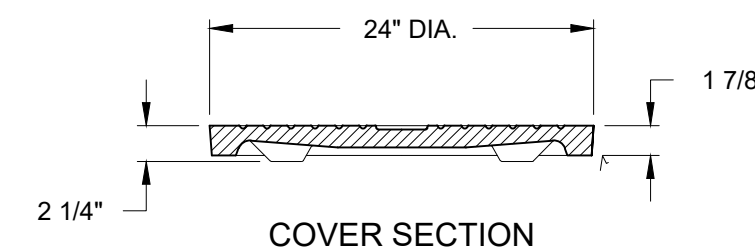
- A. CONCRETE PIPE SUPPORTS SHALL EXTEND OUTSIDE OF M.H. TO BELL OF FIRST JOINT & SHALL CRADLE PIPE TO SPRING LINE. NOT APPLICABLE FLEXIBLE PIPE.
- B. PIPE PENETRATION INTO MANHOLE SHALL BE FLUSH TO 2" MAX., MEASURED AT SPRINGLINE OF PIPE.
- D. PRECAST CONCRETE COVER, SEE DWG. 2107.
- E. USE MAX. 4 COURSES GR. MS BRICK ON UNPAVED STREET FOR FUTURE ADJ. OF M.H. FRAME TO PAVEMENT GRADE. PLASTER INSIDE WITH 1/2" MORTAR.
- F. CONCRETE BASE TO BE POURED IN PLACE USING NO. 4 BARS AT 6" O.C. EA. WAY FOR M.H. DEPTH OF 16' OR GREATER. NO. 4 BARS AT 12" O.C. EA. WAY FOR M.H. LESS THAN 16' IN DEPTH.
- H. INV. ELEV. OF STUB OR LATERAL AS SHOWN ON PLANS.
- J. 6" GROUT FILLET ON UPPER HALF OF PIPE AND AROUND BASE.
- K. USE A 5' X 5' X 9" MIN. CONCRETE PAD IN ALL AREAS.
- L. FRAME AND COVER, SEE DWG. 2110.
- M. CONCRETE FILL, 4000 PSI.
- N. SLOPE 1" PER FT. FROM PIPE CROWN.
- P. SHELF TO BE 9" WIDE MIN.
- Q. APPROVED WATERSTOP TO BE COMPATIBLE WITH TYPE OF PIPE.
- R. EMD (IN UNPAVED AREAS).
- S. IN UNPAVED AREAS SET FRAME TO GRADE AND SLOPE TOP OF PAD.

NOTES:

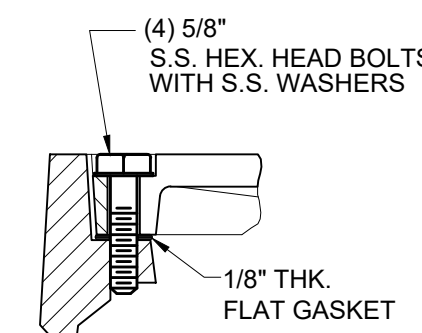
1. CONCRETE AND REINFORCEMENT TO BE IN ACCORDANCE WITH ASTM C478, THE LATEST EDITION.
2. DETAILED SHOP DRAWINGS TO BE SUBMITTED TO ENGINEER FOR APPROVAL PRIOR TO ORDERING.



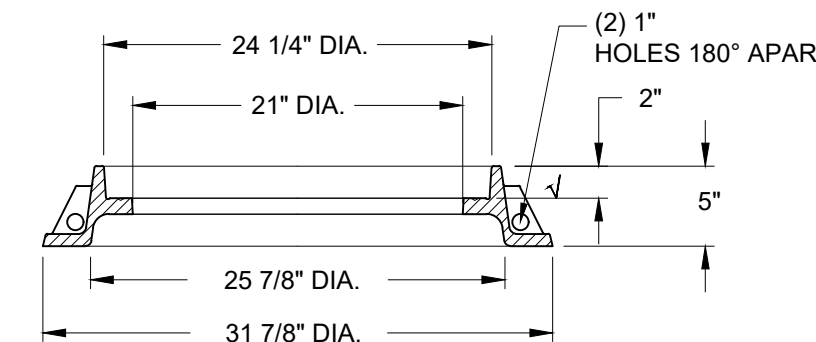
PLAN VIEW



COVER SECTION

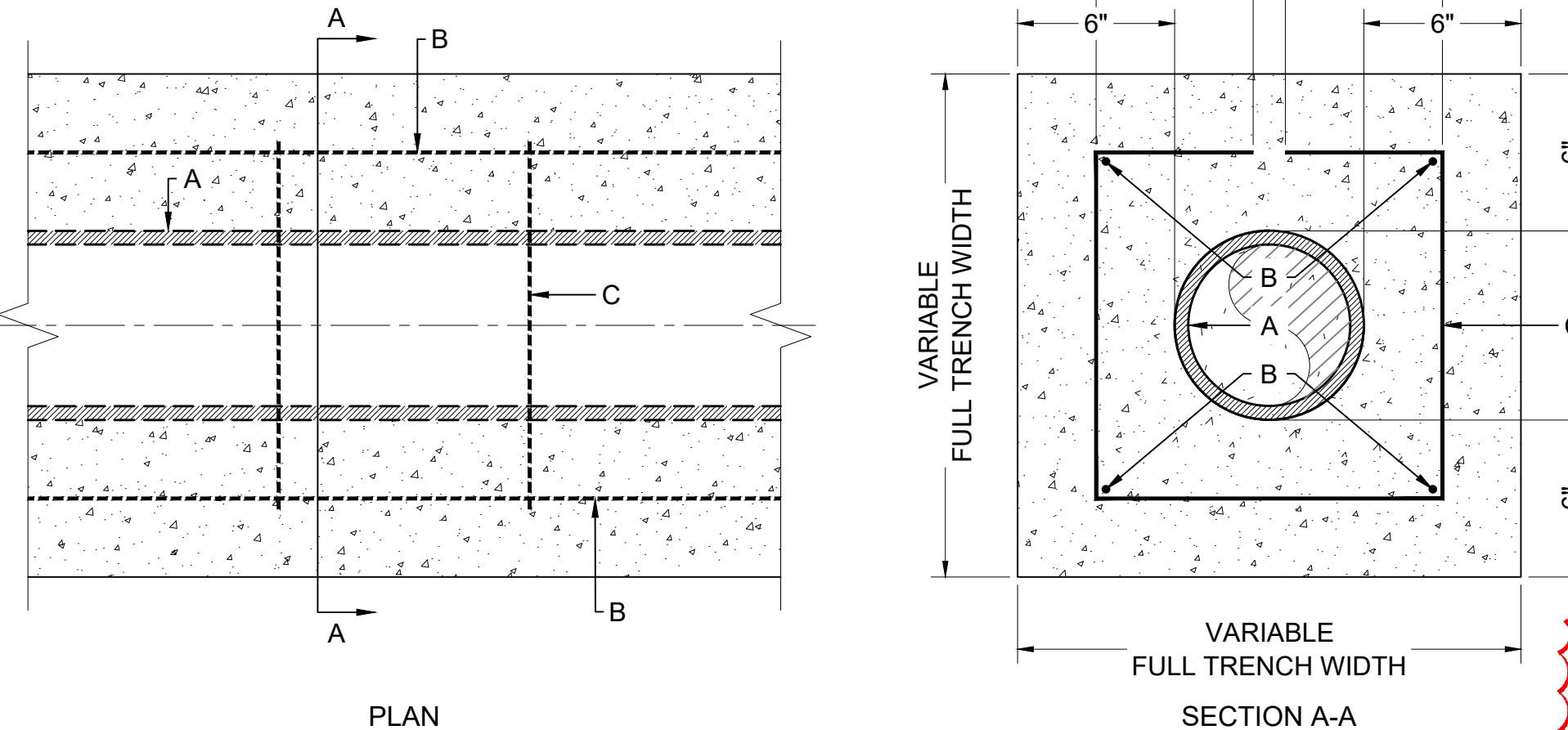


WATERTIGHT DETAIL



FRAME SECTION

2 WATER TIGHT MANHOLE LID AND FRAME DETAIL
DT-2 NOT TO SCALE

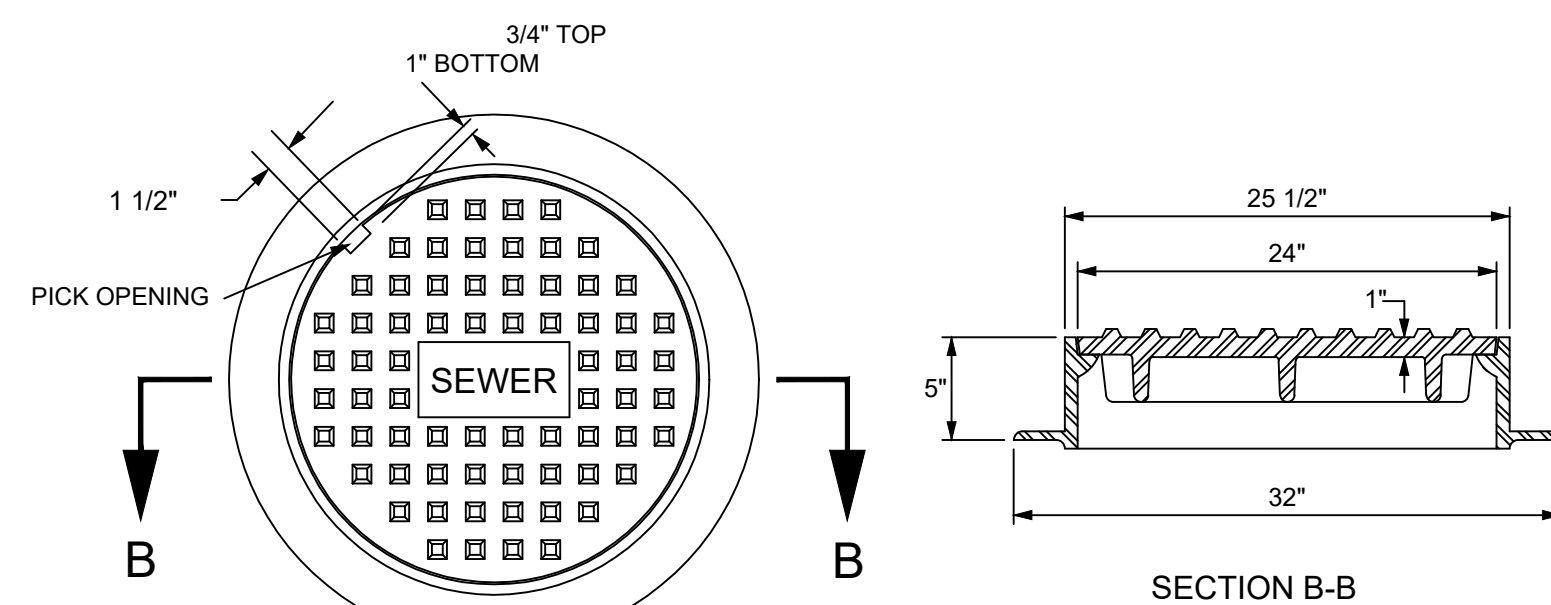


6 PIPE ENCASEMENT DETAIL
DT-2 NOT TO SCALE

GENERAL NOTES:
WHERE A WATER LINE PASSES BENEATH OR LESS THAN 18" ABOVE AN EXISTING OR PROPOSED SEWER LINE, THE SEWER LINE SHALL BE ENCASED IN CONCRETE 6" THICK AS DETAILED, FOR AT LEAST 5' ON EACH SIDE OF THE WATER LINE.

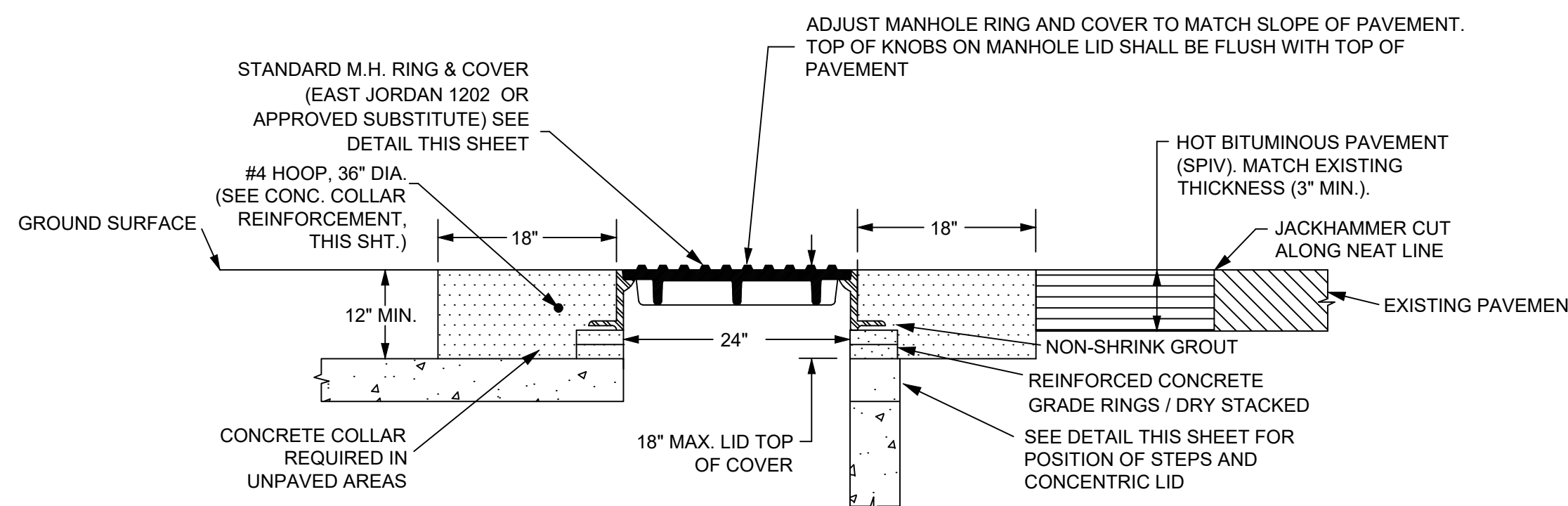
CONSTRUCTION NOTES:

- A. SANITARY SEWER LINE AS SHOWN ON PLANS.
- B. 4 - NO. 4 BARS. CONTINUOUS WITH 3" CLEARANCE.
- C. NO. 4 BARS, AT 36" O.C.

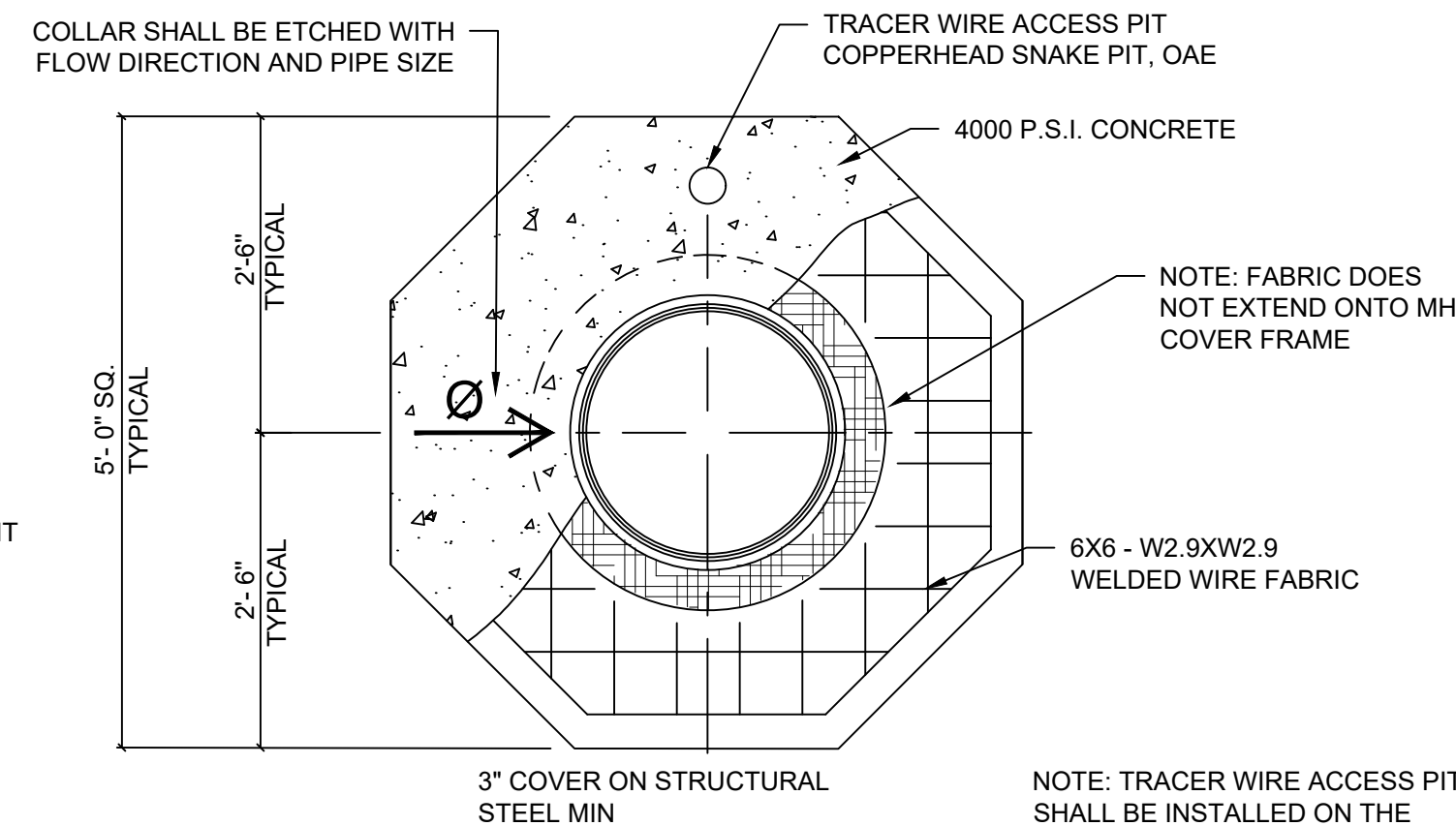


3 MANHOLE LID DETAIL
DT-2 NOT TO SCALE

NOTES
ALL MANHOLES FRAMES AND COVERS SHALL BE TRAFFIC RATED FOR H-20 LOADING AND SHALL BE EAST JORDAN MODEL 1202 OR APPROVED EQUAL. INSCRIBE DIRECTION ARROWS AND SEWER MAIN SIZE ON MANHOLE COLLAR



4 MANHOLE CONE DETAIL
DT-2 NOT TO SCALE



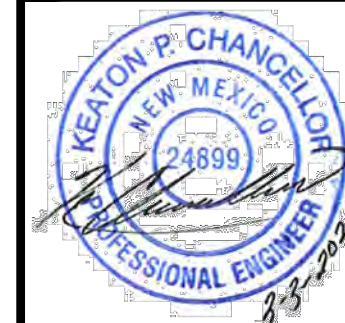
5 MANHOLE COLLAR DETAIL
DT-2 NOT TO SCALE

NOTE: TRACER WIRE ACCESS PIT SHALL BE INSTALLED ON THE NORTH SIDE OF EACH MANHOLE.

Rev #	Date	Description	By	CHKD
1	2/6/26	COLUMBI RE-ROUTE SEWERLINE ADDITION	AAV	KPC

SOUDER, MILLER & ASSOCIATES
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SANTA FE, NEW MEXICO
SANTA FE COUNTY SR-14 SEWER INTERCEPTOR
SANTA FE, NEW MEXICO
SEWER DETAILS



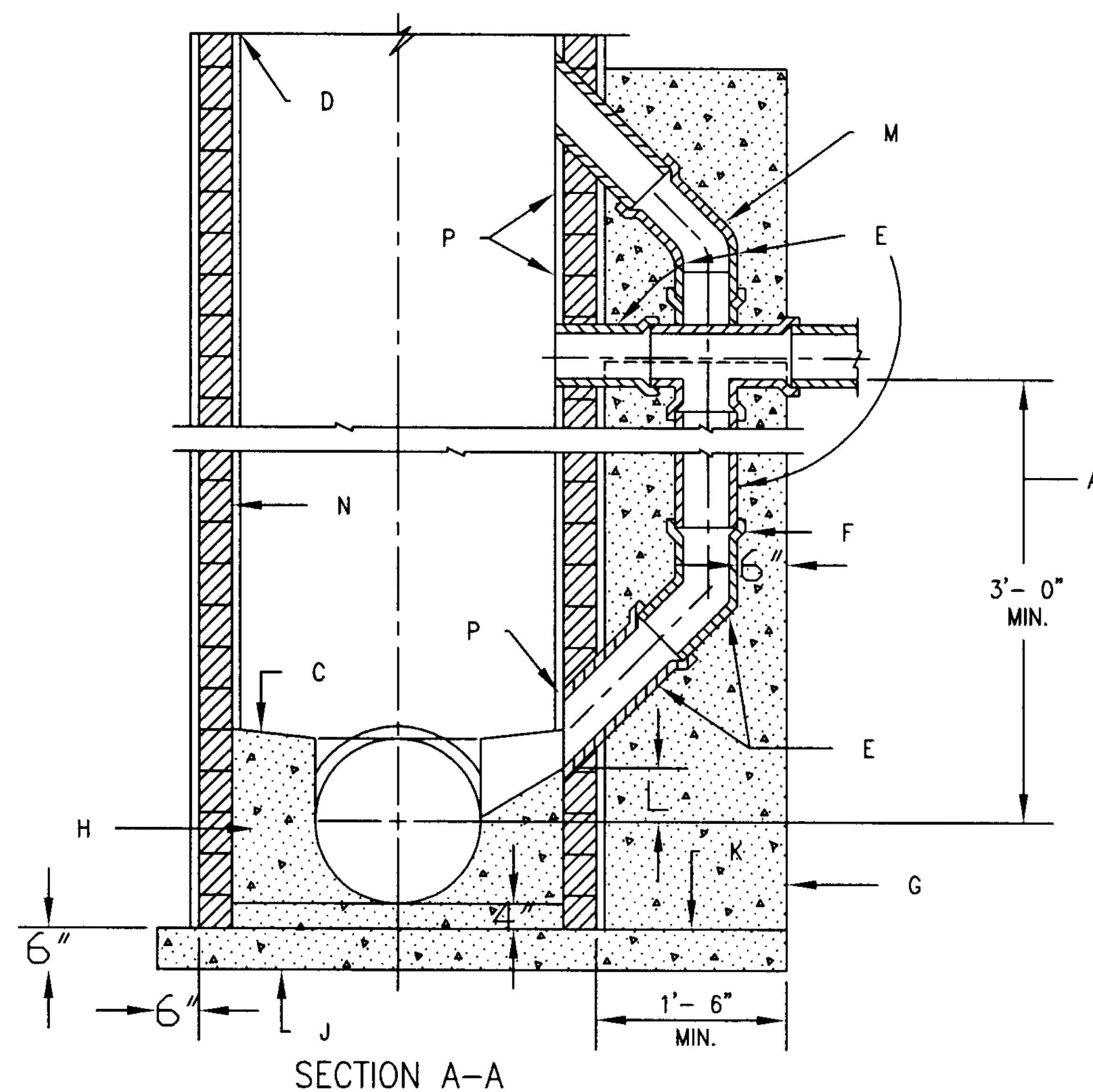
THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked
KPC	AAV	JAC

Date: March 2026
Scale: Horiz.
Vert.

Project No: 6232636

Sheet: DT-2



- A. VERTICAL DROP.
- B. FORM PIPE INVERT IN SHELF.
- C. SLOPE, 1" PER FT.
- D. M H TYPE FOR UPPER PORTION WILL BE SPECIFIED ON DESIGN PROFILE.
- E. USE D.I. OR P.V.C. (SDR 35) PIPE THROUGHOUT DROP.
- F. USE BELL AND SPIGOT 45° SHORT OR LONG RADIUS BEND.
- G. CONC. SUPPORT WIDTH EQUALS PIPR O.D. PLUS 6" MIN. EACH SIDE.
- H. CONC. FILL TO BE 3000 PSI CONCRETE.
- J. REINFORCED CONC. BASE. SEE CONSTRUCTION NOTE F. OF DWG. 2101, 2102.
- K. FOR NEW DROP ON EXIST. MH CONSTRUCT 3 X 3 CONC. BASE BEFORE CONSTRUCTING DROP SUPPORT.
- L. 4" ABOVE SPRING LINE OR AS SHOWN ON PLAN.
- M. 8" MIN. DIAMETER, 2- 22 1/2' OR 1- 45' ELBOW.
- N. INTERIOR OR DROP MH MUST BE COATED WITH APPROVED SEALER IN ACCORDANCE WITH SPEC. SECTION 920.4.
- P. CORE DRILL FOR ALL WALL PENETRATIONS ON EXISTING MANHOLES.

REVISIONS

NM APWA

SEWER
VERTICAL DROP AT MH

DWG. 2116

FEB. 2006

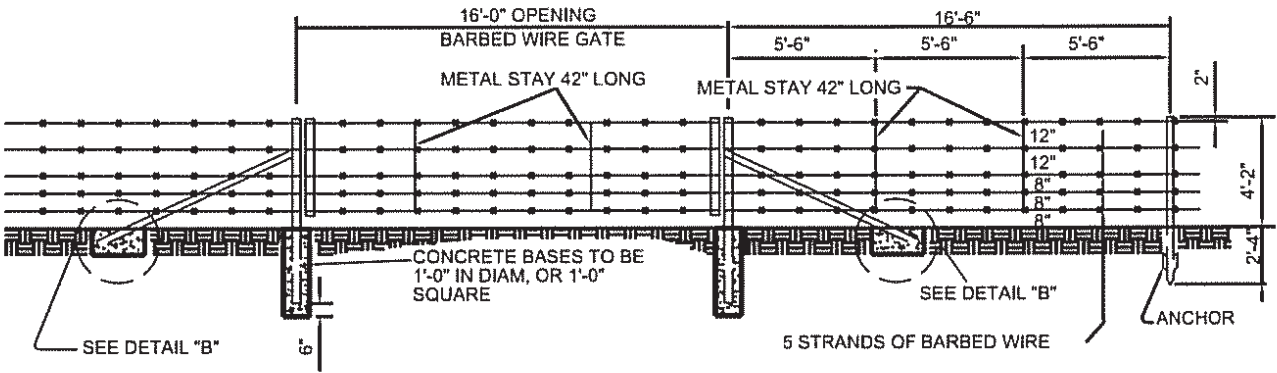
DT-6

SANTA FE COUNTY SR-14 SEWER INTERCEPTOR	
SANTA FE, NEW MEXICO	
DROP MANHOLE DETAIL	
APWA 2116	
ARROYO HONDO DE SANTA FE	SANTA FE, NEW MEXICO

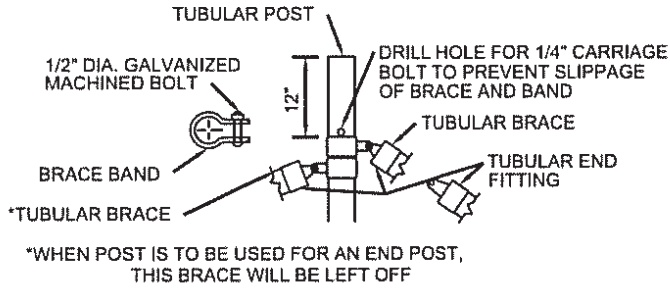
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Rev #	Date	Description	By	Chk'd

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED		
Designed KPC	Drawn AAV	Checked JAC
Date: March 2026		
Scale: Horiz: Vert:		
Project No: 6232636		
Sheet:		



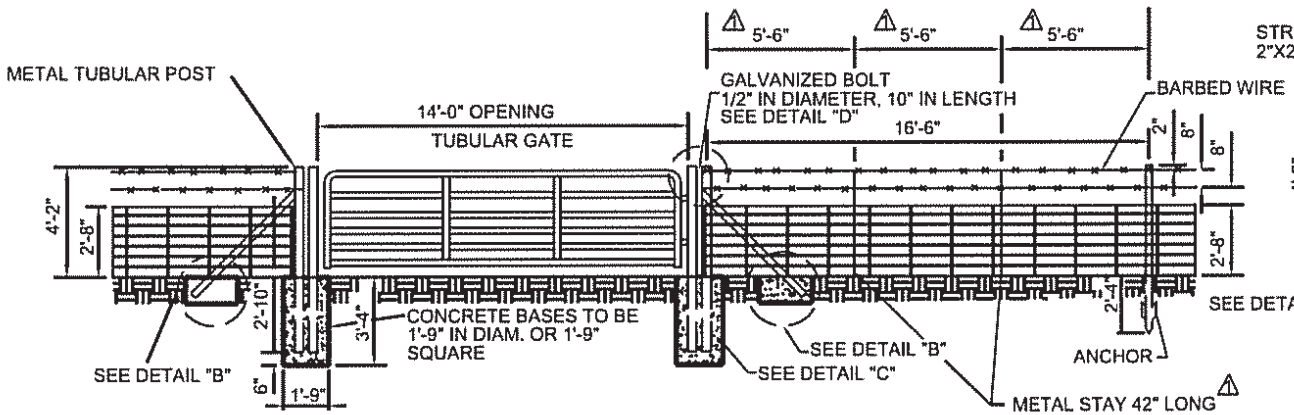
BARBED WIRE FENCE WITH METAL POSTS



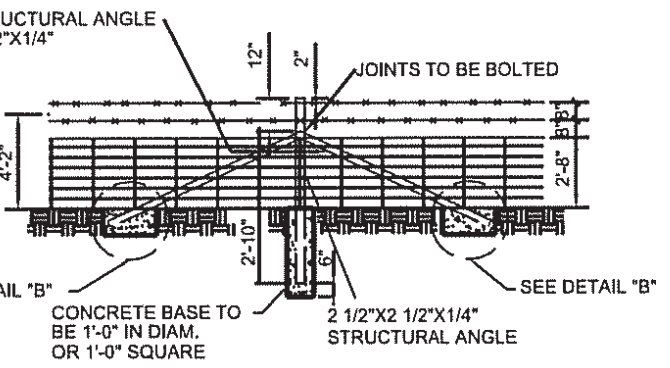
TUBULAR POST FITTINGS FOR
END, CORNER OR LINE BRACE POSTS

GENERAL NOTES

- 1. DRAWINGS APPLY TO EITHER STRUCTURAL ANGLES OR TUBULAR POSTS.
- 2. SEE TABLE FOR METAL TUBULAR POST DIMENSIONS.



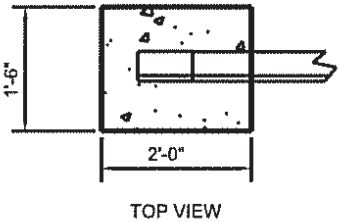
WOVEN WIRE FENCE WITH METAL POSTS



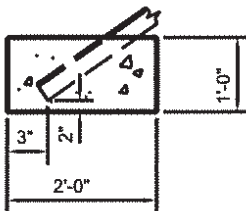
INTERMEDIATE METAL POST BRACE

TABLE FOR METAL TUBULAR POSTS

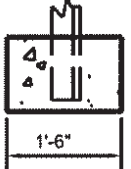
TYPE	O.D. INCHES	WT.LBS/LIN.FT.
BRACE POSTS	1.66	2.27
INTERMEDIATE POSTS	2.875	5.79
CORNER POSTS	4.00	9.11
GATE POSTS, UP TO 18 FEET	4.00	9.11



TOP VIEW

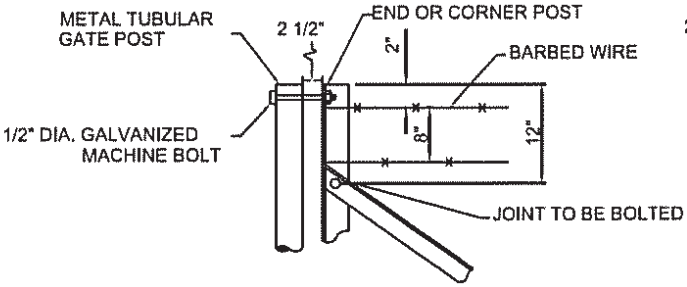


SIDE VIEW

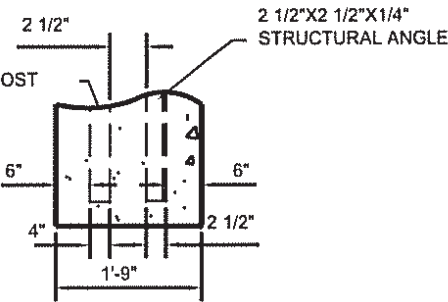


END VIEW

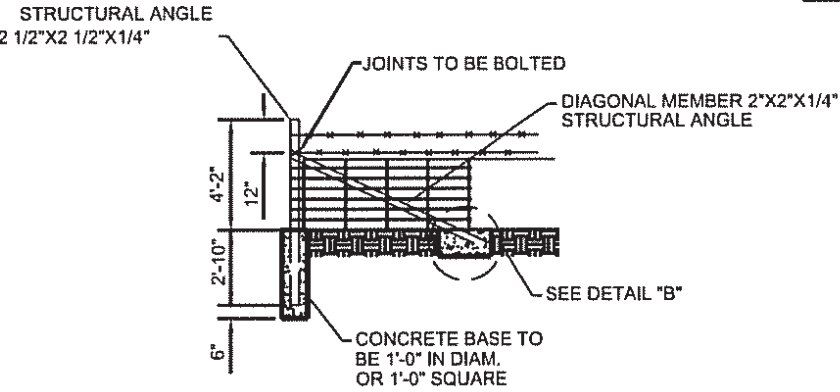
DETAIL "B"
ANCHOR DETAIL OF DIAGONAL
METAL POST MEMBER



DETAIL "D"

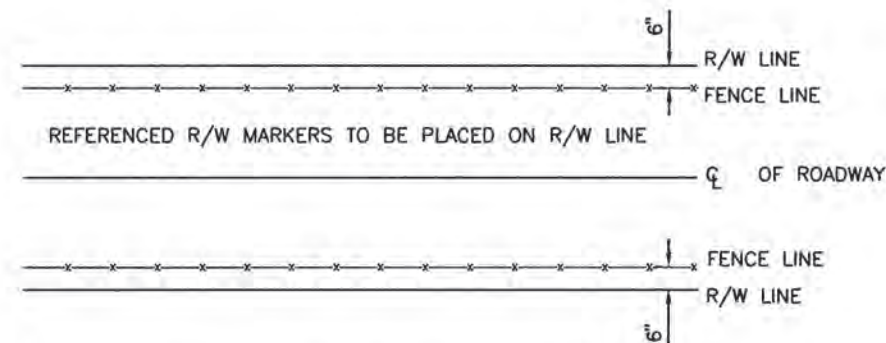
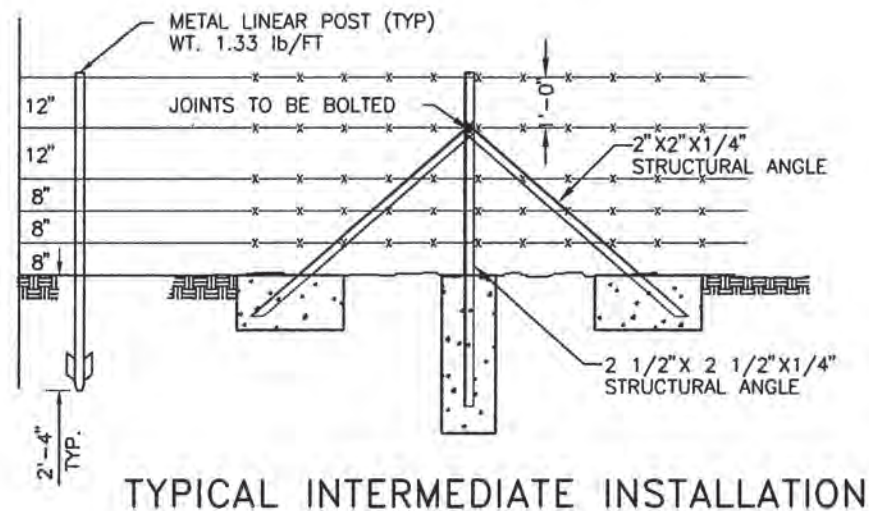


DETAIL "C"

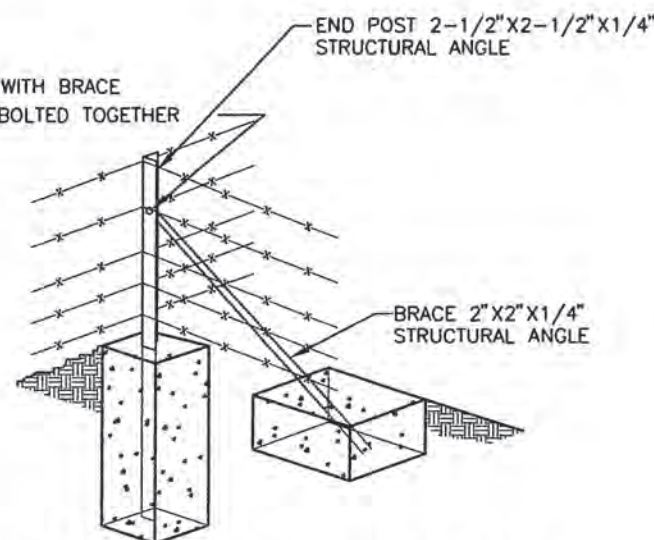
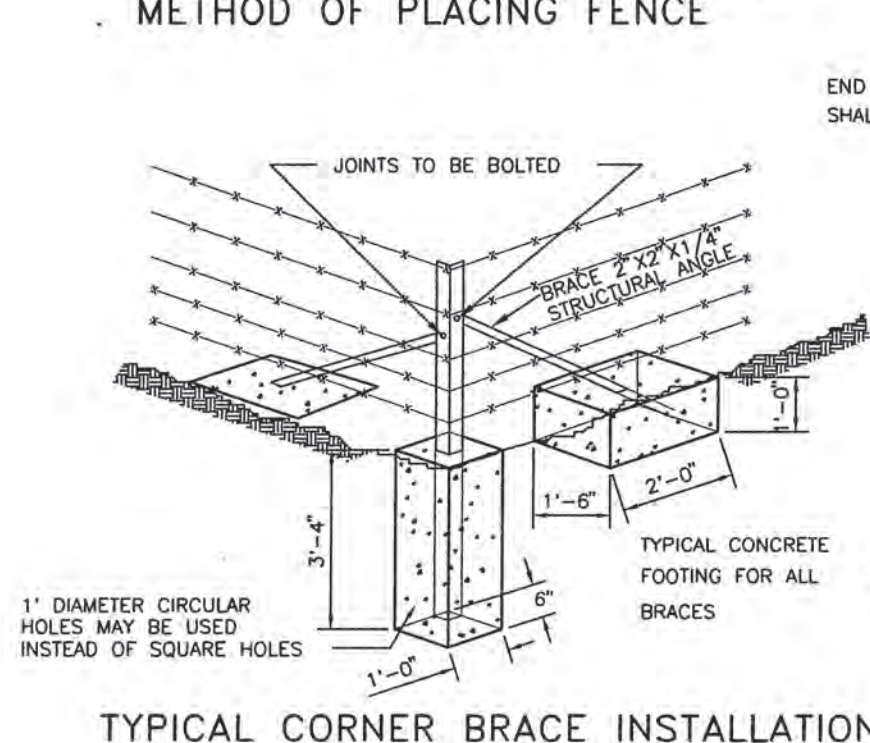


CORNER OR END METAL POST BRACE

NO.	DATE	REV. BY	DESCRIPTION
1	08-16-13	M. FAHEY	ADD METAL STAYS @ W.W. FENCE
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
BARBED WIRE AND WOVEN WIRE FENCE PLACEMENT			
APPROVED	DESIGN ENGINEER		DATE
DESIGNED BY	DRAWN BY	CHECKED BY	
607-01-1/4			SHEET 1 OF 4

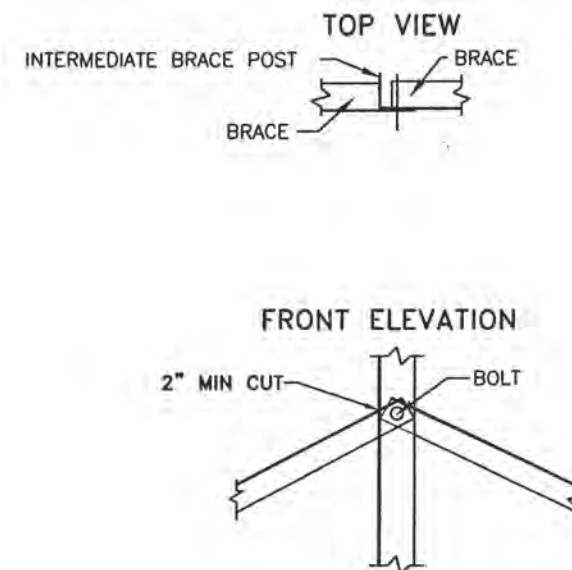


TYPICAL PLAN VIEW ILLUSTRATING
METHOD OF PLACING FENCE

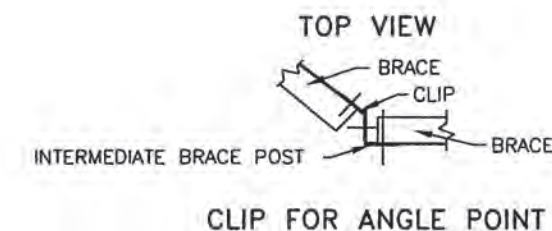
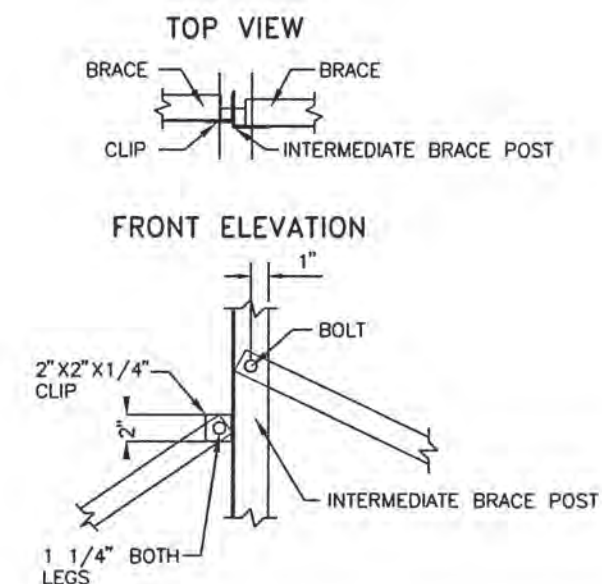


TYPICAL FENCE INTERSECTION
INSTALLATION

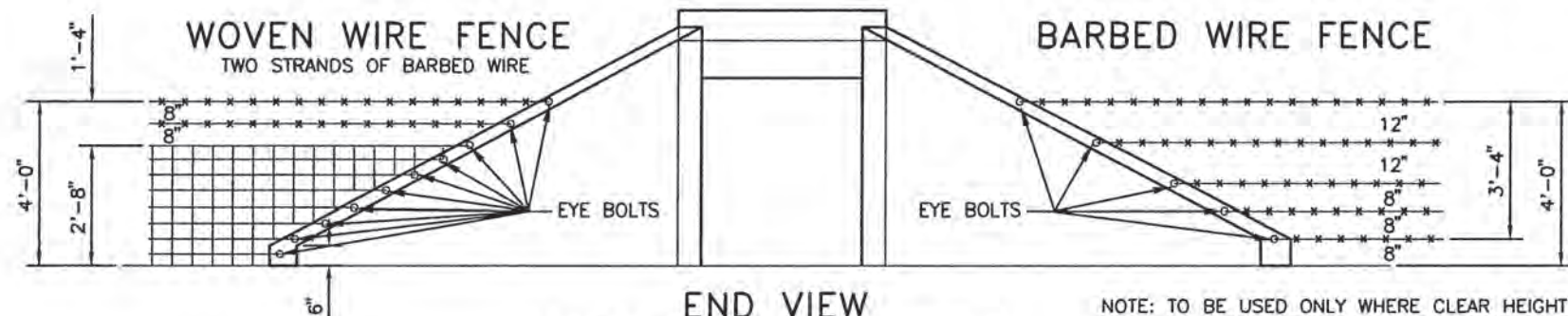
BRACE ATTACHMENT DETAIL



ALTERNATE
BRACE ATTACHMENT DETAIL



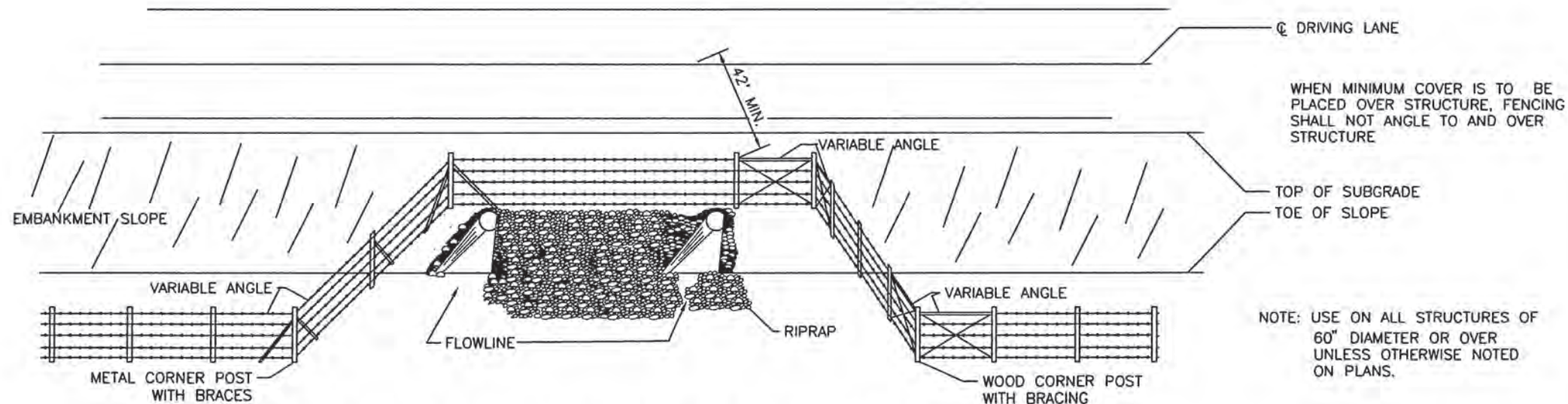
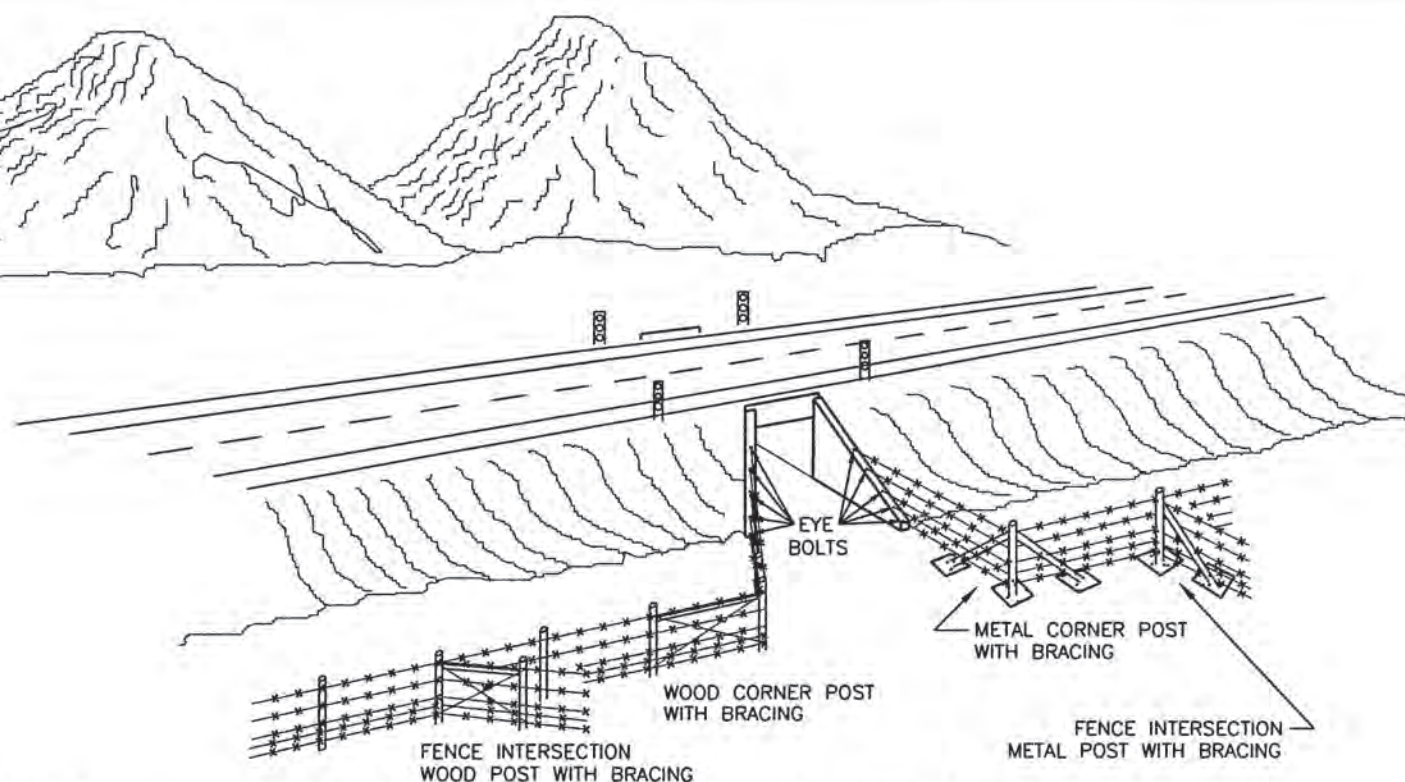
NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
BARBED WIRE AND WOVEN WIRE FENCE PLACEMENT			
APPROVED	DESIGN ENGINEER	DATE	
DESIGNED BY	DRAWN BY	CHECKED BY	
607-01-2/4		SHEET 2 OF 4	



END VIEW
BRACING AT STRUCTURE

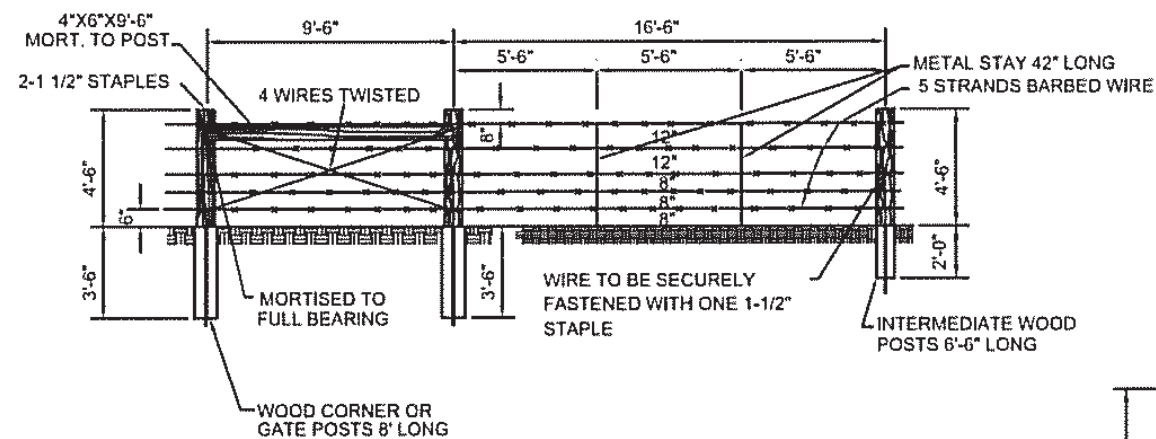
NOTE: TO BE USED ONLY WHERE CLEAR HEIGHT OF STRUCTURE IS 5'-0" OR GREATER. EYE BOLTS TO BE PLACED AS INDICATED AND SHALL ALSO BE USED TO TIE WING FENCES TO CONCRETE BLANKETS.

FENCE CONSTRUCTION AT STRUCTURE

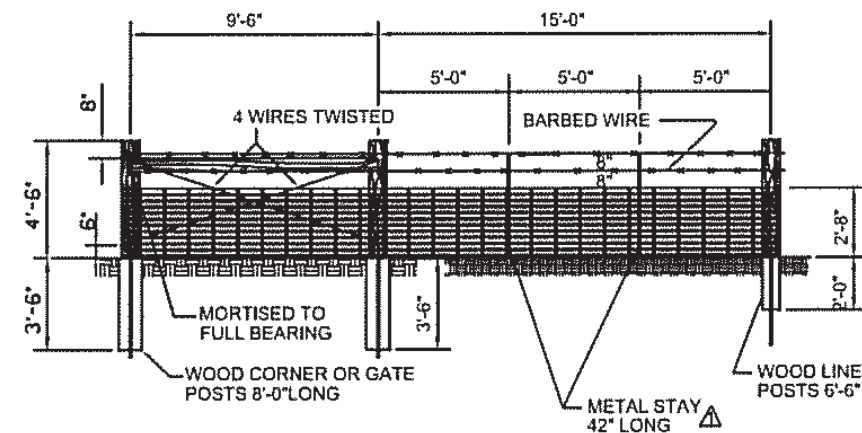


TYPICAL INSTALLATION OF FENCING OVER STRUCTURES

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
BARBED WIRE AND WOVEN WIRE FENCE PLACEMENT			
APPROVED	DESIGN ENGINEER	DATE	
DESIGNED BY	DRAWN BY	CHECKED BY	
607-01-3/4 SHEET 3 OF 4			

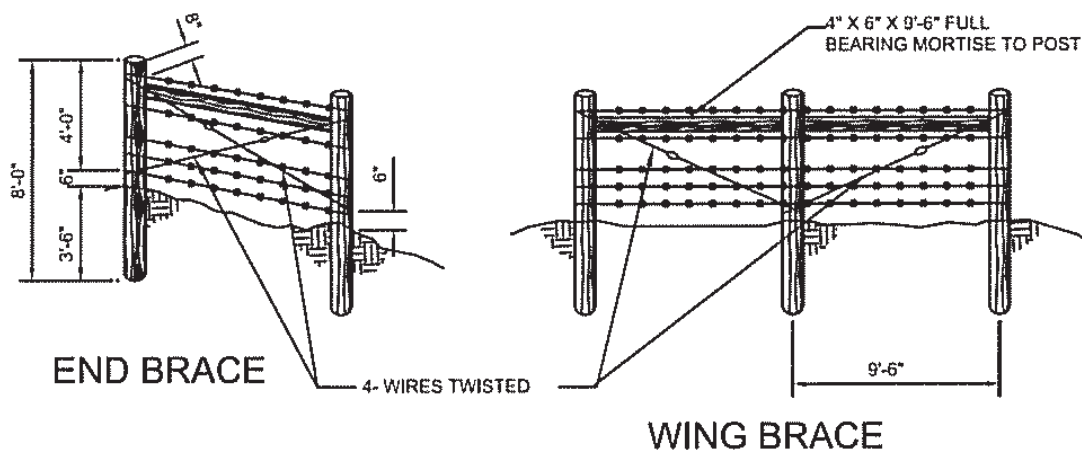


BARBED WIRE FENCE WITH WOOD POSTS



WOVEN WIRE FENCE WITH WOOD POSTS

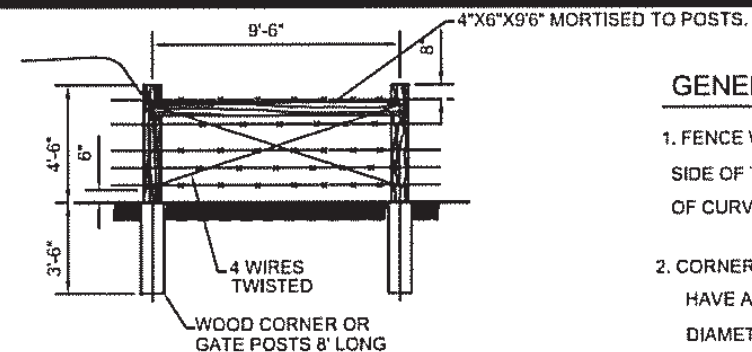
PERSPECTIVE VIEW END AND WING BRACING TO BE USED FOR BARBED AND WOVEN WIRE FENCE



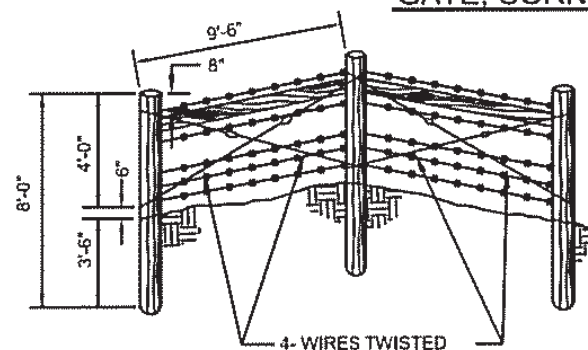
END BRACE

WING BRACE

4"x6"x9'-6" MORTISED TO FULL BEARING

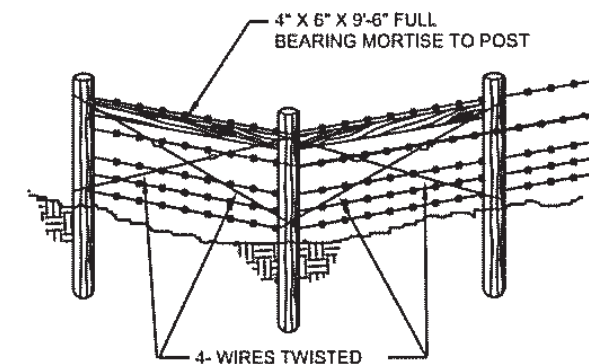


GATE, CORNER, OR END WOOD POST BRACE

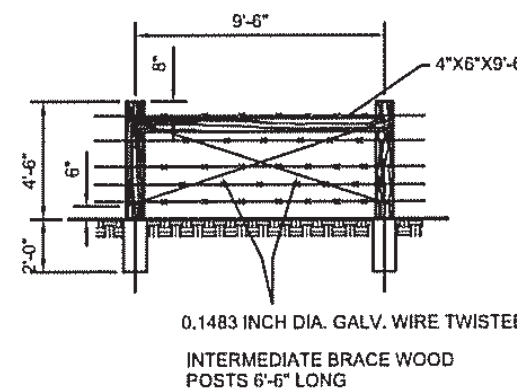


JOG BRACE

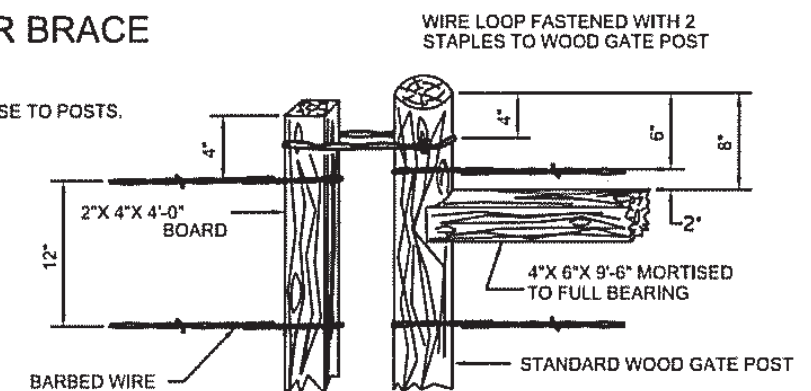
PERSPECTIVE VIEW OF CORNER, JOG, AND CROSS FENCE BRACING TO BE USED FOR BARBED AND WOVEN WIRE FENCE



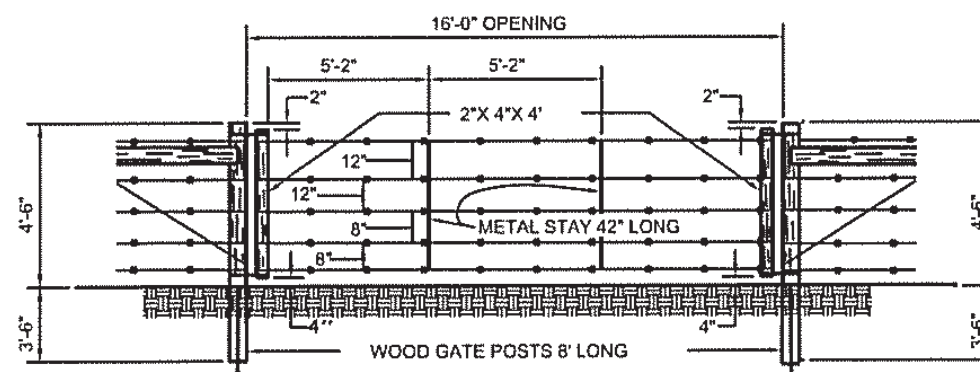
CORNER BRACE



INTERMEDIATE WOOD POST BRACE



DETAIL OF WOOD GATE CATCH

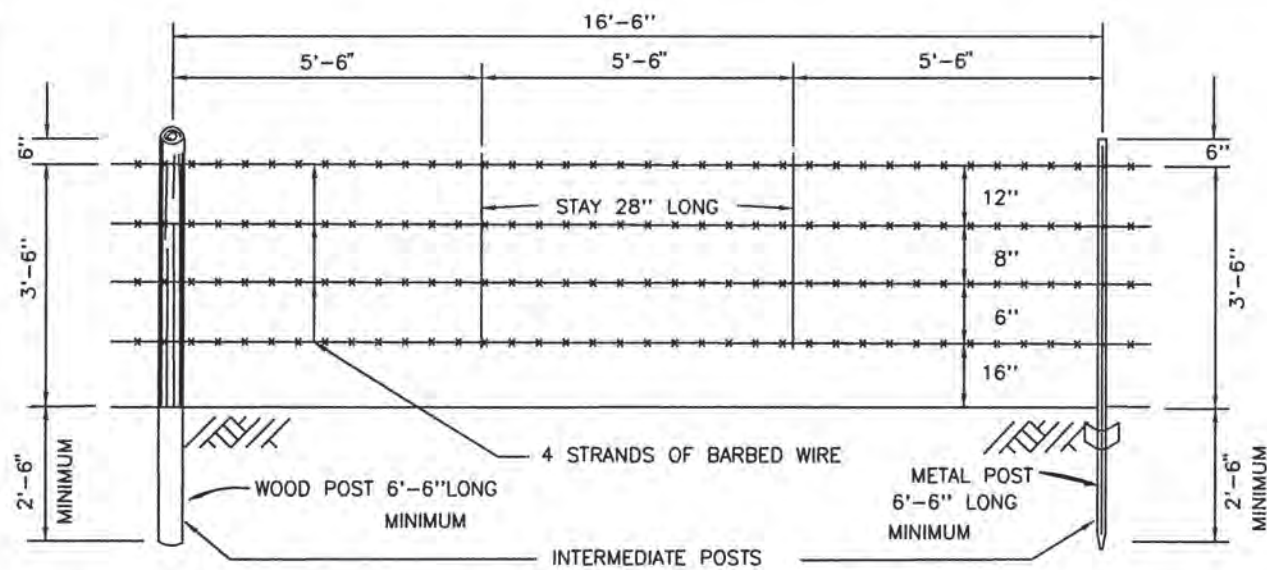


BARBED WIRE GATE

GENERAL NOTES

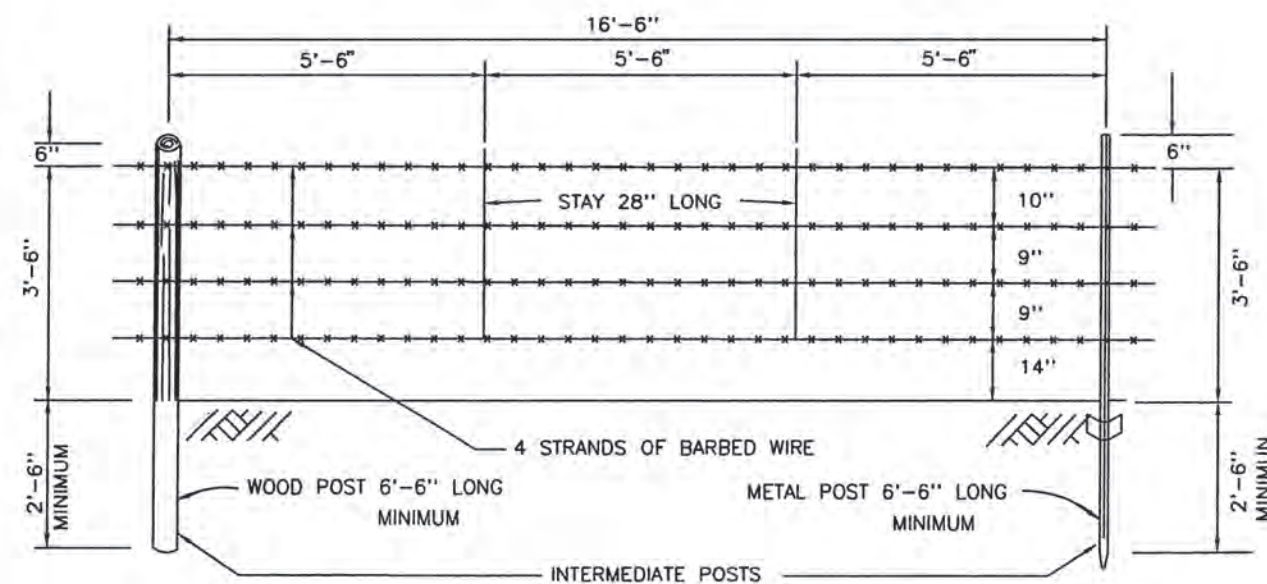
1. FENCE WIRE SHALL BE PLACED ON THE FIELD SIDE OF THE POSTS EXCEPT ON THE INSIDE OF CURVES.
2. CORNER INTERMEDIATE AND GATE BRACE POSTS SHALL HAVE A DIAMETER OF 6". LINE POSTS SHALL HAVE A DIAMETER OF 3". ALL POSTS SHALL BE OF THE SAME TYPE THROUGHOUT THE PROJECT.

NO.	DATE	REV. BY	DESCRIPTION
08-16-13	M. FAHEY	ADD METAL STAYS @ W.W. FENCE	
REVISIONS / OR CHANGE NOTICES /			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
BARBED WIRE AND WOVEN WIRE FENCE PLACEMENT			
APPROVED	DESIGN ENGINEER	CHECKED BY	DATE
DESIGNED BY	DRAWN BY	CHECKED BY	
607-01-4/4			SHEET 4 OF 4



BARBED WIRE BLM GAME FENCE
WOOD OR METAL POSTS

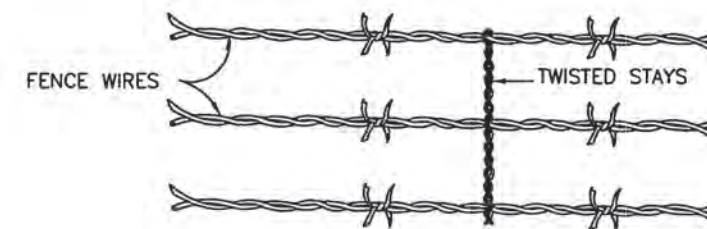
NOTE: BOTTOM STRAND MAY
BE REQUIRED TO BE BARBLESS
AS DIRECTED BY THE PROJECT
MANAGER.



BARBED WIRE FOREST SERVICE GAME FENCE
WOOD OR METAL POSTS

NOTES:

1. WIRE TO BE SECURELY FASTENED WITH ONE 1 1/2" STAPLE PER STRAND TO WOOD POST AND FASTENERS PER STRAND ON METAL POST.
2. HEIGHT AND SPACING BETWEEN BARBED WIRE STRANDS ARE FOR WILD LIFE CONSIDERATIONS.
3. MINIMUM FENCE POST HEIGHT SHALL BE 4'-0" ABOVE GROUND LEVEL.
4. FOR GATE DETAILS SEE STANDARD DRAWING SERIAL 607-01-4/5 & 5/5.
5. FOR BRACING AND ANCHORING DETAILS SEE STANDARD DRAWING SERIALS 607-01-1/4, 2/4, 3/4 & 4/4.
6. FOR FENCE PLACEMENT DETAILS SEE STANDARD DRAWING SERIALS 607-01-1/4, 2/4, 3/4 & 4/4.



DETAIL OF STAYS

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
BARBED WIRE GAME FENCE (METAL OR WOOD POSTS)			
APPROVED	DESIGN ENGINEER		DATE 11/29/01
DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____			
607-02-1/1			

[illegible]

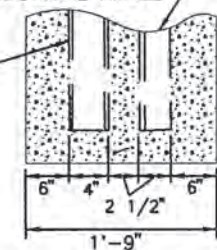
TYPICAL INSTALLATION METAL GATE, WOOD POSTS, BRACING
AND RELATED ANCHORAGE. TO BE USED WITH BARBED OR WOVEN WIRE FENCE

2 1/2"x2 1/2"x1/4" STRUCTURAL ANGLE

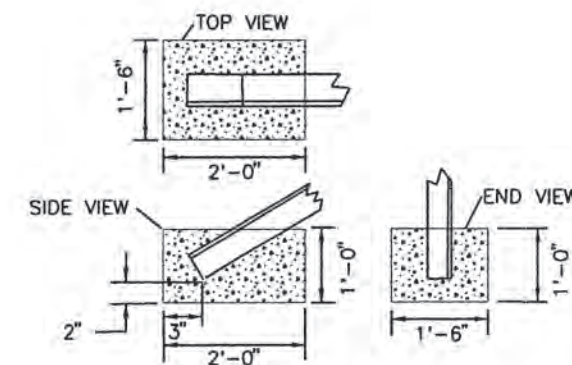
METAL TUBULAR GATE POST
4" O.D. 9.11 LBS./LIN. FT.
(NOMINAL WEIGHT)



The diagram shows a cross-section of a gate assembly. A vertical metal tubular gate post is shown on the left, with a stippled texture. To its right is a structural angle, also with a stippled texture, which is bolted to the post. The angle is L-shaped, with one leg vertical and the other horizontal. The horizontal leg is bolted to the post. The vertical leg of the angle is on the right side of the gate assembly.

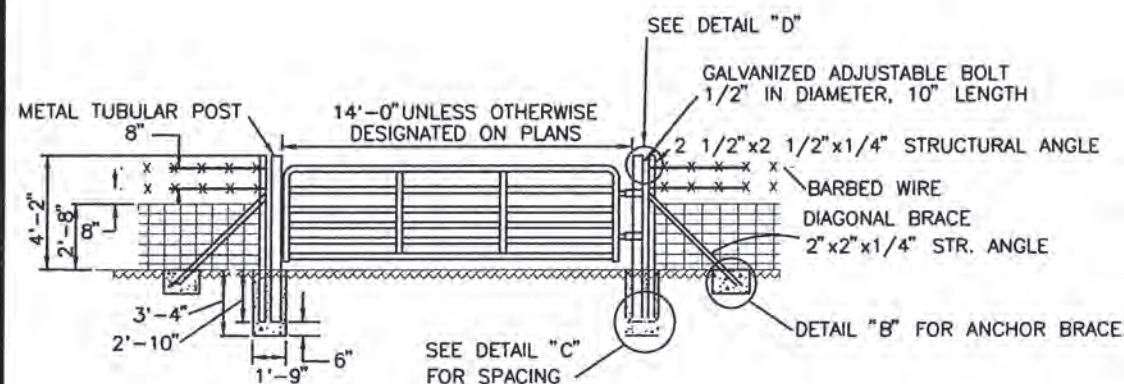


DETAIL "C"

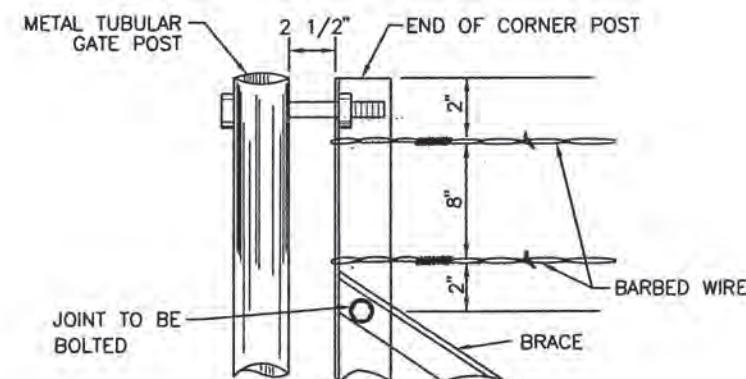


DETAIL "B"
ANCHOR DETAIL OF DIAGONAL
METAL POST MEMBER

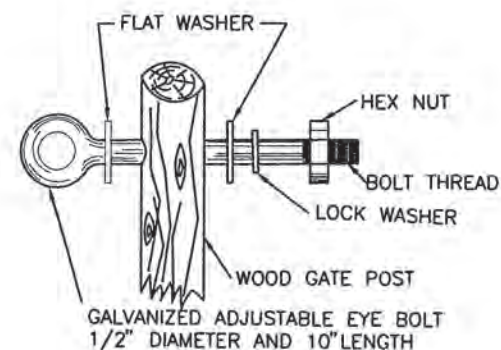
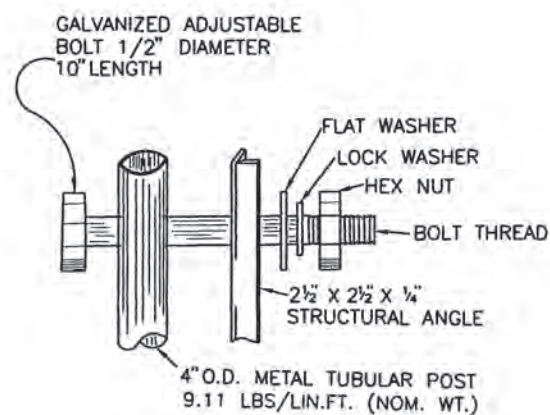
1. GATES SHALL BE A MINIMUM OF 46 INCHES IN HEIGHT.
2. A 3/8" CHAIN SHALL BE USED TO SECURE THE GATE POST TO THE HINGED SIDE OF THE GATE AFTER INSTALLATION. THIS SHALL BE ACCOMPLISHED BY OPENING ONE OF THE END LINKS, AND WELDING THE SAME CLOSED AFTER ATTACHING IT TO THE OTHER END LINK. THIS WORK WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OR DIRECT PAYMENT WILL BE MADE THEREFORE.
3. ALL ACCEPTED GATES SHALL BE STAMPED WITH THE LETTERS "N.M.D.O.T." NOT LESS THAN 3/8" IN HEIGHT. THE LETTERS SHALL PENETRATE THE METAL FRAME NOT LESS THAN 1/16" AND SHALL BE LOCATED BETWEEN THE HINGES, FACING THE POST FROM WHICH THE GATE IS HUNG. EACH STANDARD GATE SHALL HAVE A VERTICAL 18" WIDE PAINTED STRIPE ALONG ITS CENTER LINE. PAINT SHALL BE YELLOW AND APPROVED BY THE PROJECT MANAGER.
4. ALL GATES SHALL BE TUBULAR STEEL AND SHALL BE GALVANIZED (AASHTO M181) OR COATED AND PAINTED (SECTION 545)



TYPICAL INSTALLATION METAL GATE, METAL POSTS, BRACING
AND RELATED ANCHORAGE. TO BE USED WITH BARBED OR WOVEN WIRE FENCE

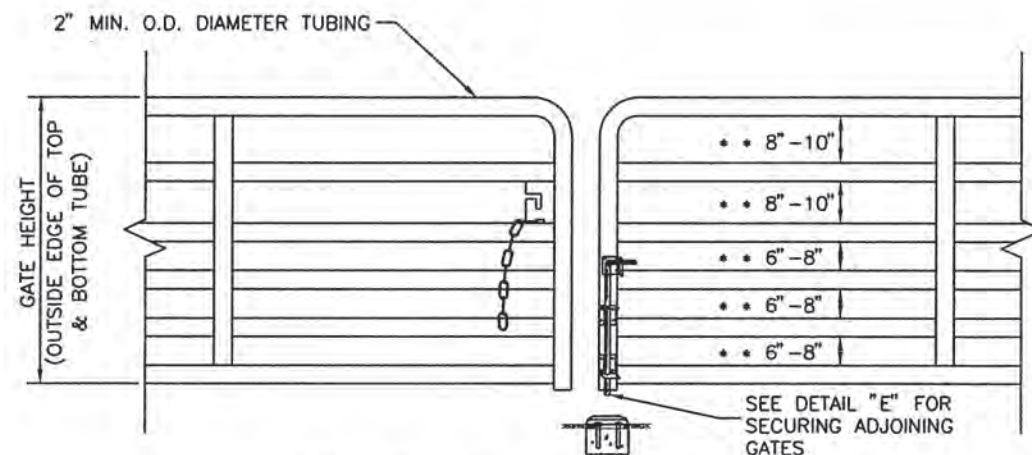


DETAIL "D"



1. GATES SHALL BE A MINIMUM OF 46 INCHES IN HEIGHT.
2. A 3/8" CHAIN SHALL BE USED TO SECURE THE GATE POST TO THE HINGED SIDE OF THE GATE AFTER INSTALLATION. THIS SHALL BE ACCOMPLISHED BY OPENING ONE OF THE END LINKS, AND WELDING THE SAME CLOSED AFTER ATTACHING IT TO THE OTHER END LINK. THIS WORK WILL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OR DIRECT PAYMENT WILL BE MADE THEREFORE.
3. ALL ACCEPTED GATES SHALL BE STAMPED WITH THE LETTERS "N.M.D.O.T." NOT LESS THAN 3/8" IN HEIGHT. THE LETTERS SHALL PENETRATE THE METAL FRAME NOT LESS THAN 1/16" AND SHALL BE LOCATED BETWEEN THE HINGES, FACING THE POST FROM WHICH THE GATE IS HUNG. EACH STANDARD GATE SHALL HAVE A VERTICAL 18" WIDE PAINTED STRIPE ALONG ITS CENTER LINE. PAINT SHALL BE YELLOW AND APPROVED BY THE PROJECT MANAGER.
4. ALL GATES SHALL BE TUBULAR STEEL AND SHALL BE GALVANIZED (AASHTO M181) OR COATED AND PAINTED (SECTION 545)

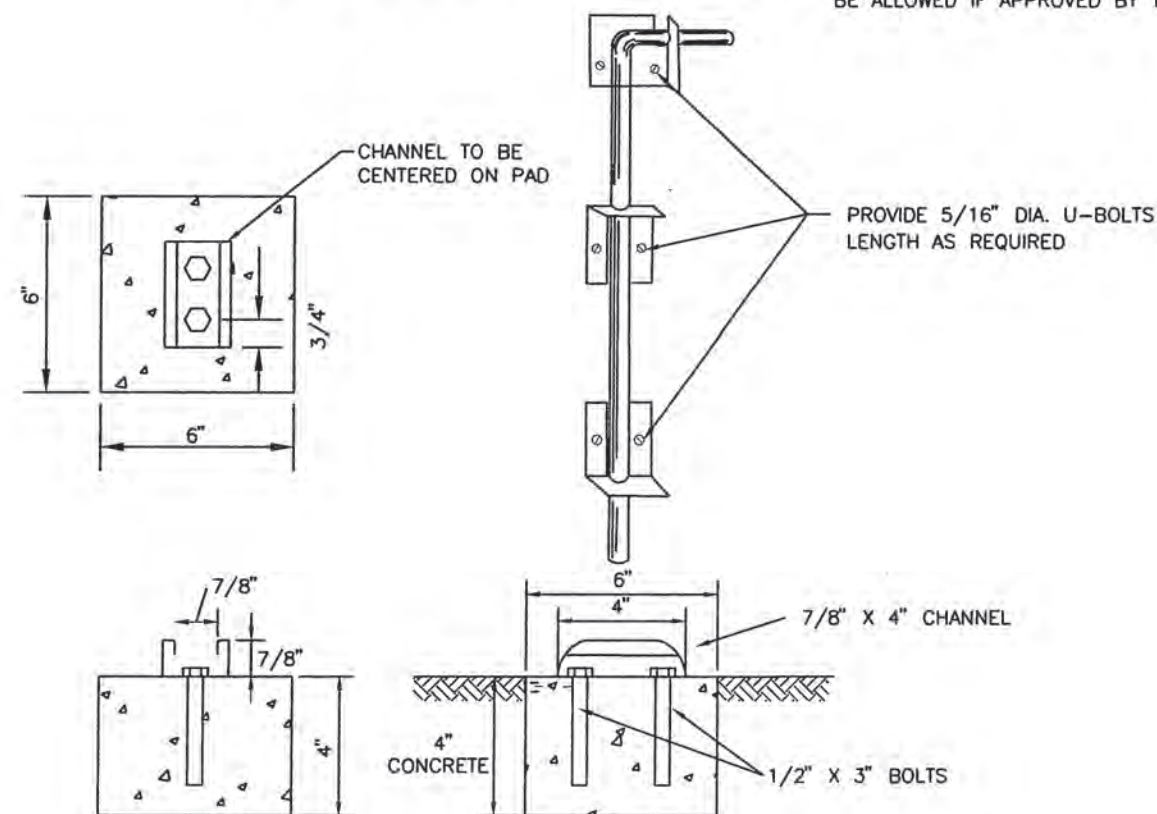
NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
STANDARD TUBULAR GATE DETAILS			
APPROVED			11/29/06 DATE
DESIGNED BY		DRAWN BY	CHECKED BY
607-10-1/2		SHEET 1 OF 2	



STANDARD TUBULAR GATE

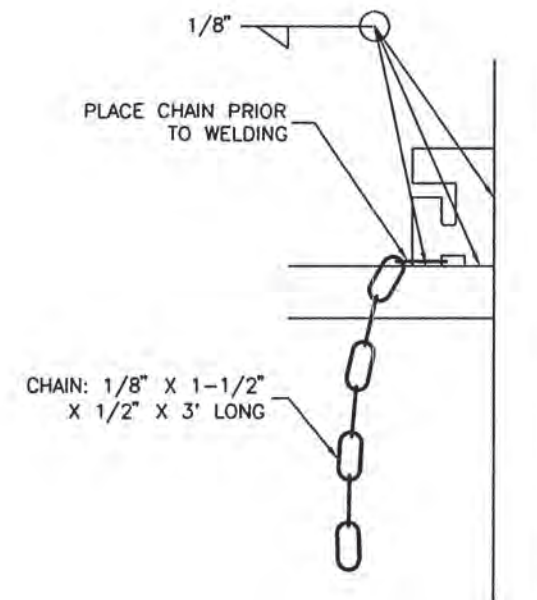
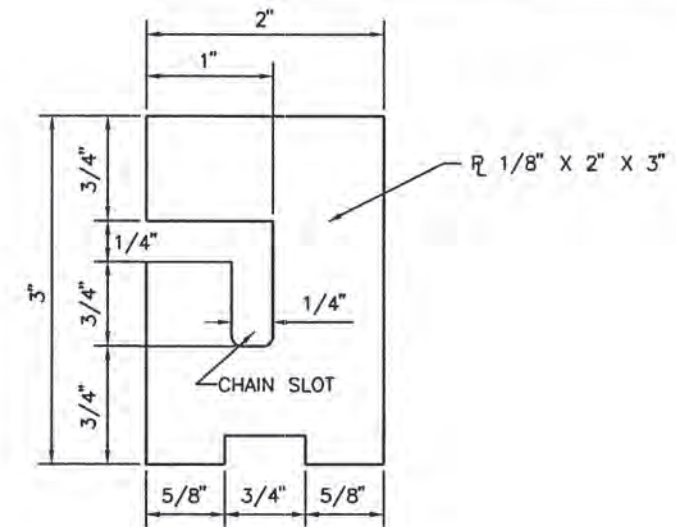
• • OPEN SPACE BETWEEN TUBES SHALL BE WITHIN THIS RANGE.

NOTE: ALTERNATE METHODS OF SECURING ADJOINING GATES MAY BE ALLOWED IF APPROVED BY THE PROJECT MANAGER.



DETAIL "E" CHANNEL & BOLT COMBINATION

NOTE: ALTERNATE METHODS OF ANHORING CHANNEL MAY BE ALLOWED IF APPROVED BY THE PROJECT MANAGER.



GATE LATCH DETAIL FOR SINGLE AND ADJOINING TUBULAR GATES

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING			
LATCH DETAILS FOR STANDARD TUBULAR GATES			
APPROVED	<i>DPL</i>	DESIGN ENGINEER	DATE 11/29/04
DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____			
607-10-2/2 SHEET 2 OF 2			

ATTACHMENT C

Revised: 03/9/2026

Santa Fe County SR-14 Gravity Sewer Interceptor					
Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
SR-14 Sewer Interceptor (C-1 to C-31)					
1	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid.	LS	1		
2	Material Testing Allowance.	Allow	1	\$ 200,000.00	\$ 200,000.00
3	Furnish and install 10-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	17200		
4	Furnish and install 8-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	430		
5	Furnish and install 18-inch Diameter Jack and Bore across road crossing, with 18" Steel Casing, including all materials, labor, fittings, carrier pipe, spacers, end seals, bore pit excavation, bedding, backfill, and site restoration, CIP.	LF	120		
6	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	6505		
7	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	10465		
8	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	660		
9	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, up to 8-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	17		
10	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	32		
11	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	6		
12	Furnish and Install 8-inch PVC SDR-26 stubout for future connection, including all material, caps, fittings, labor, trenching, tracer wire, bedding, warning tape, backfilling, compaction, and site restoration, CIP.	EA	3		
13	Connect New Gravity Sewer Line to Existing Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP.	EA	1		
14	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP.	EA	2		
15	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	17750		
16	Temporary bypass pumping for connection to existing sewer manhole, CIP.	LS	1		
17	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, 6-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	865		

18	Traffic Control.	LS	1		
19	Construction Staking, including pipe alignments, appurtenances, and surveyed as-builts, CIP.	LS	1		
20	Preparation and implementation of SWPPP.	LS	1		
SR-14 Access and Maintenance Road (RD-3 to RD-22)					
21	Site Clearing and Grubbing, complete.	AC	11		
22	Fill, construction, incl. excavation, placement, compaction of unclassified material, over 2 ft. deep, CIP & removal & disposal of excess material.	CY	3400		
23	Subgrade Preparation, CIP.	SY	15344		
24	Furnish and install Base Course 6", CIP.	SY	15344		
25	Furnish and install Drivepad, 6" thick, Portland Cement Concrete, incl. subgrade compaction, CIP.	SY	15		
26	Furnish and install Curb & Gutter, Standard, Portland Cement Concrete, incl. subgrade preparation, CIP.	LF	24		
27	Remove, dispose & replace existing Curb & Gutter, PC Concrete,	LF	22		
28	Remove and dispose of Existing Sidewalk, 4" PC Concrete, CIP.	SY	6		
29	Remove & replace Existing Fence, match in-kind, CIP.	LF	190		
30	Furnish and install Pipe Gate, 12' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	2		
31	Furnish and install Pipe Gate, 20' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	1		
32	Furnish and install Reinf. Concrete for Minor Structures, CIP.	CY	5		
33	Furnish and install 18" Culvert Pipe per NMDOT 570018, incl. trench & compacted backfill to 6' depth, CIP.	LF	110		
34	Furnish and install 18" Culvert Pipe End Section per NMDOT 570019, CIP.	EA	12		
35	Furnish and install 24" Culvert Pipe per NMDOT 570024, incl. trench & compacted backfill to 6' depth, CIP.	LF	50		
36	Furnish and install 24" Culvert Pipe End Section per NMDOT 570025, CIP.	EA	4		
37	Furnish and install 30" Culvert Pipe per NMDOT 570030, incl. trench & compacted backfill to 6' depth, CIP.	LF	18		
38	Furnish and install 30" Culvert Pipe End Section per NMDOT 570031, CIP.	EA	1		
39	Furnish and install Riprap Class A, per NMDOT 602000, CIP.	CY	30		
40	Furnish and install Seeding, Class "A", native, CIP.	AC	8		
Colibri Sewer Re-Route					
41	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid.	LS	1		
42	Material Testing Allowance.	Allow	1	\$ 20,000.00	\$ 20,000.00
43	Traffic Control.	LS	1		
44	Temporary Bypass Bumping.	LS	1		
45	Furnish and install 12-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LS	1911		
46	Furnish and install 8-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LS	40		
47	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	154		
48	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	367		
49	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included, CIP.	LF	1241		

50	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 16-ft to 20-ft in depth, including equipment and labor. Pipe not included, CIP.	LF	19		
51	Concrete encasement of 12" SDR 35 PVC sewer line, complete in place, including reinforcement.	LF	170		
52	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	1		
53	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	9		
54	Remove & Dispose of Existing Manhole, CIP.	EA	1		
55	Connect New Sewer Main to Existing Manhole, Reform Sump to New Sewer and Plug Abandoned Outlet, CIP.	EA	1		
56	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, and fittings, CIP.	EA	4		
57	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	1951		
58	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, minimum 3-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	21		
59	Remove and replace existing sidewalk, including 12-inch subgrade preparation, 6-inch basecourse, labor, saw-cutting and disposal of material, CIP.	SY	12		
60	Remove and Replace Existing Landscaping to match Existing Conditions (including gravel, vegetation, and all other appurtenances needed for a complete installation.	SY	103		
61	Complete Site Clearing and Grubbing, complete.	AC	0.4		
62	Furnish and install Seeding, Class "A", native, CIP.	AC	0.4		
TOTAL BID AMOUNT		\$ _____			
WRITTEN IN NUMBERS:					
TOTAL BID AMOUNT		_____			
WRITTEN IN WORDS:					

TOTAL exclusive of NM GRT

**ALL BID ITEMS MUST BE EXCLUSIVE OF NM GRT
SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE**

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

March 17, 2026

SANTA FE COUNTY
IFB No. 2026-0198-PW/TJ
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR

ADDENDUM NO. 4

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 4. This documentation shall become permanent and made part of the departmental files.

***BID OPENING EXTENDED TO
TUESDAY, APRIL 7, 2026 @ 2:00 PM***

***Attachment A: C-25R Drawing
Attachment B: Revised Bid Sheet (based on the lowest, responsive base bid)***

Clarification No. 1 – Supplemental Technical Specifications, Basic Requirements, Pg. 01 00 00 – 6

1.8 TESTING AND INSPECTION ALLOWANCES

B. Utility Relocation Allowance:

- 1. The Bid Schedule includes an allowance to cover the cost of relocating existing utilities that conflict with the proposed sewer construction. The costs for such relocation shall be direct charges from the utility companies or entities for relocating the existing utilities without Contractor markup.*
- 2. The Contractor shall coordinate with the respective utility companies or entities to ensure that the relocation does not delay construction.*
- 3. An equitable adjustment, based on actual charges without Contractor markup, covering an increase or decrease in the amount established for the Allowance will be made in the event on an overrun.*

Question No. 1: Sheet C-26 is MH 8A a new manhole? It is not included in the bid quantity.

Answer No. 1: On Sheet C-26, MH 8A is a new manhole. The bid quantity has been revised to include MH 8A. Bid Item 53 reflects the updated quantity. See Attachment B.

Question No. 2.: Sheet C-25. There is no data regarding the new manhole adjacent to MH#5. It is not included in the bid quantity.

Answer No. 2: Sheet C-25R, the bid quantity for manholes has been updated to include MH 5A. Bid Item 53 reflects the updated quantity. See Attachment A.

Question No. 3: Sheets C-25R and C-26. Sheets are calling for existing manholes to be abandoned and filled in. There is no bid item for this work.

Answer No. 3: A Bid Item was added for the abandonment of the existing manholes shown on Sheets C-24 and C-26. This work will include abandonment of the structures, salvage of materials to the Owner, plugging of existing connections, disposal of debris, and backfilling of the abandoned manholes. This work is included as Bid Item 55. See Attachment B.

Question No. 4: Would butt-infused HDPE be an acceptable alternative to the fusible C900?

Answer No. 4: Butt-infused HDPE will be accepted as a Bid Item alternative to fusible PVC DR18 C900. This alternative shall be permitted only for the pipe segment between MH 4 and MH 5. The HDPE will be minimum DR-17, DIPS. The internal beads of the HDPE shall be removed and casing spacers shall be installed to prevent any sags.

New Bid Items (BA1 and BA2) have been added for the pipe between manholes 4 and 5 in the existing casing. The quantities for BA1 and BA2 have been removed from 12-inch PVC SDR 26 Bid Item (Bid Item 45). Bids will be evaluated based on the lowest responsive base bid, and the County will determine whether to select Alternate 1 or Alternate 2.

Question No. 5: May we have a Bid Item for removal and replacement of wire enclosed rip rap shown on Sheet C-25?

Answer No. 5: Bid Item 64 has been added for the removal and replacement of the wire enclosed rip rap shown on C-25. The rip rap shall be installed in accordance with NMDOT Wire Enclosed Rip-Rap Class "A" – Type 1. See Attachment B.

Question No. 6: There could be significant utilities that need to be replaced for this work. We request a utility relocation allowance.

Answer No. 6: A Utility Relocation Allowance of \$10,000 has been included for the project, as Bid Item 42. See Attachment B.

Question No. 7: Bid Item 22. Fill Construction. Addendum No. 1 stated that the plan quantity would be updated in upcoming addendum, as the bid quantity does not match the plans: Plans show more quantity. Would it be possible to have the engineer re-examine this Bid Item?

Answer No. 7: After review of Bid Item 22's quantity the quantity shown in the Bid Form is in cubic yard and is correct. The work described in Bid Item 22 will be based off NMDOT Bid Item description 203000.

Please add this Addendum No. 4 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Tammy Jim, Procurement Specialist Senior at tjim@santafecountynm.gov.

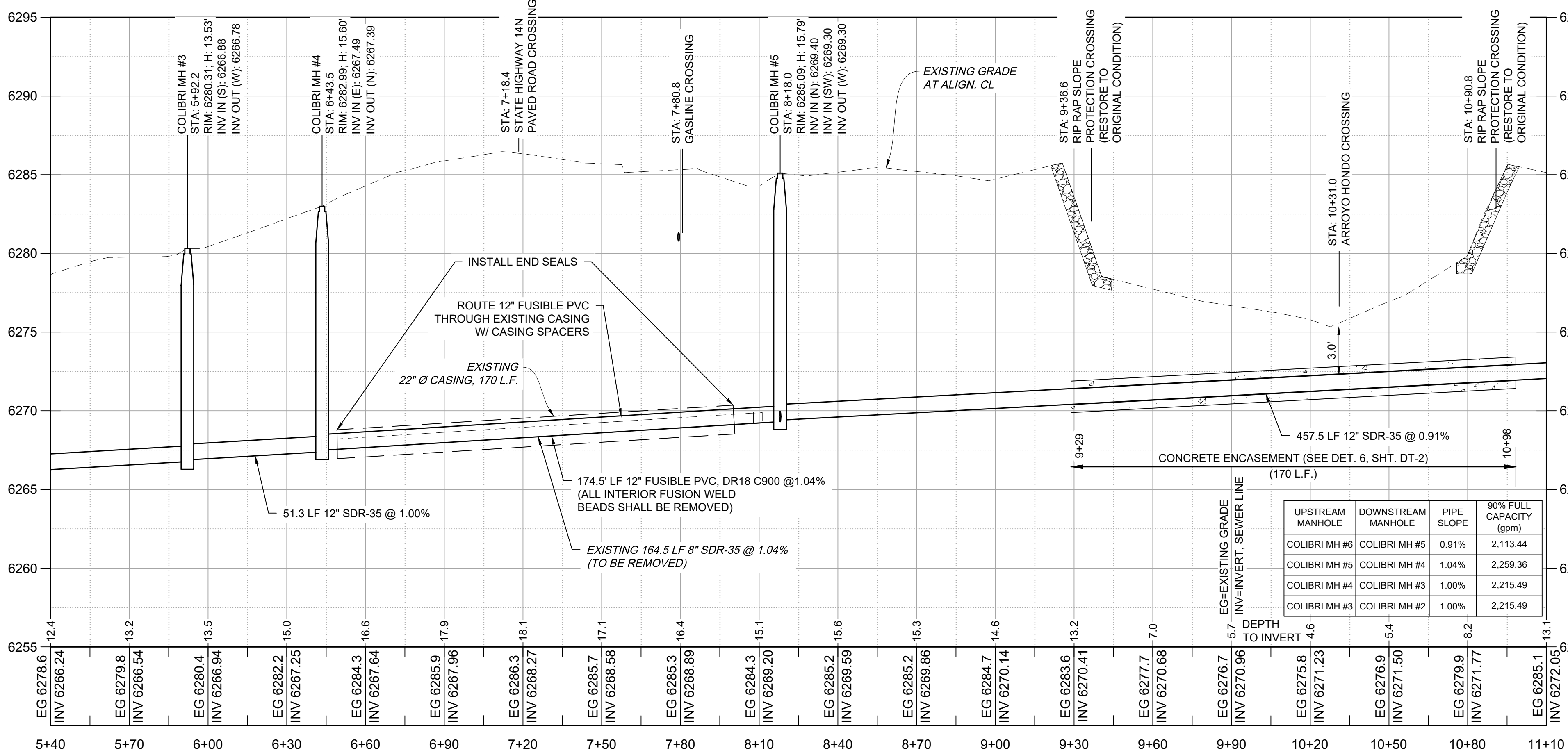
ATTACHMENT A



NOTE: EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY, BASED ON INFORMATION PROVIDED BY UTILITY COMPANIES OR AS-BUILT DRAWINGS. CONTRACTOR MUST CONTACT NM ONECALL TO OBTAIN SPOTS AND SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD. SEE GENERAL NOTES FOR FURTHER INFORMATION.

COLIBRI RE-ROUTE PLAN VIEW
12" SEWERLINE

ENLARGEMENT "A"
SCALE 1"=15'



COLIBRI RE-ROUTE PROFILE VIEW
12" SEWERLINE

Rev #	Date	Description	By	CHKD
1	3/12/26	MANHOLE LABEL CORRECTION	BKI	KPC
2	3/12/26	CONTOUR ADDED	BKI	KPC

SOUDER, MILLER & ASSOCIATES
Engineering • Environmental • Geomatics
Serving the Southwest & Rocky Mountains
5454 Venice Avenue NE, Suite D
Albuquerque, NM 87113
Phone: (505) 294-0942 Fax: (505) 293-3430
www.soudermiller.com

SANTA FE, NEW MEXICO
ARROYO HONDO DE SANTA FE
SANTA FE COUNTY SR-14 SEWER INTERCEPTOR
SANTA FE, NEW MEXICO
COLIBRI RE-ROUTE PLAN AND PROFILE
STA 5+40 TO 11+10



THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed: KPC	Drawn: AAV	Checked: JAC
------------------	---------------	-----------------

Date: March 2026
Scale: Horiz: 1" = 30'
Vert: 1" = 5'
Project No: 6232636
Sheet: C-25R

ATTACHMENT B

Revised: 03/17/2026

Santa Fe County SR-14 Gravity Sewer Interceptor					
Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
SR-14 Sewer Interceptor (C-1 to C-31)					
1	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid	LS	1		
2	Material Testing Allowance	Allow	1	\$ 200,000.00	\$ 200,000.00
3	Furnish and install 10-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP	LF	17200		
4	Furnish and install 8-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP	LF	430		
5	Furnish and install 18-inch Diameter Jack and Bore across road crossing, with 18" Steel Casing, including all materials, labor, fittings, carrier pipe, spacers, end seals, bore pit excavation, bedding, backfill, and site restoration, CIP.	LF	120		
6	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP	LF	6505		
7	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP	LF	10465		
8	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP	LF	660		
9	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, up to 8-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	17		
10	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	32		
11	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	6		

12	Furnish and Install 8-inch PVC SDR-26 stubout for future connection, including all material, caps, fittings, labor, trenching, tracer wire, bedding, warning tape, backfilling, compaction, and site restoration, CIP.	EA	3		
13	Connect New Gravity Sewer Line to Existing Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP.	EA	1		
14	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP	EA	2		
15	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	17750		
16	Temporary bypass pumping for connection to existing sewer manhole, CIP	LS	1		
17	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, 6-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	865		
18	Traffic Control	LS	1		
19	Construction Staking, including pipe alignments, appurtenances, and surveyed as-builts, CIP.	LS	1		
20	Preparation and implementation of SWPPP	LS	1		
SR-14 Access and Maintenance Road (RD-3 to RD-22)					
21	Site Clearing and Grubbing, complete	AC	11		
22	Fill, construction, incl. excavation, placement , compaction of unclassified material, over 2 ft. deep, and removal & disposal of excess material per NMDOT 203000, CIP.	CY	3400		
23	Subgrade Preparation, CIP.	SY	15344		
24	Furnish and install Base Course 6", CIP.	SY	15344		
25	Furnish and install Drivepad, 6" thick, Portland Cement Concrete, incl. subgrade compaction, CIP.	SY	15		
26	Furnish and install Curb & Gutter, Standard, Portland Cement Concrete, incl. subgrade preparation, CIP.	LF	24		
27	Remove, dispose & replace existing Curb & Gutter, PC Concrete, CIP.	LF	22		
28	Remove and dispose of Existing Sidewalk, 4" PC Concrete, CIP.	SY	6		
29	Remove & replace Existing Fence, match in-kind, CIP.	LF	190		
30	Furnish and install Pipe Gate, 12' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	2		
31	Furnish and install Pipe Gate, 20' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	1		
32	Furnish and install Reinf. Concrete for Minor Structures, CIP.	CY	5		
33	Furnish and install 18" Culvert Pipe per NMDOT 570018, incl. trench & compacted backfill to 6' depth, CIP.	LF	110		
34	Furnish and install 18" Culvert Pipe End Section per NMDOT 570019, CIP.	EA	12		

35	Furnish and install 24" Culvert Pipe per NMDOT 570024, incl. trench & compacted backfill to 6' depth, CIP.	LF	50		
36	Furnish and install 24" Culvert Pipe End Section per NMDOT 570025, CIP.	EA	4		
37	Furnish and install 30" Culvert Pipe per NMDOT 570030, incl. trench & compacted backfill to 6' depth, CIP.	LF	18		
38	Furnish and install 30" Culvert Pipe End Section per NMDOT 570031, CIP.	EA	1		
39	Furnish and install Riprap Class A, per NMDOT 602000, CIP.	CY	30		
40	Furnish and install Seeding, Class "A", native, CIP.	AC	8		
Colibri Sewer Re-Route					
40	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid	LS	1		
41	Material Testing Allowance	Allow	1	\$ 15,000.00	\$ 15,000.00
42	Utility Relocation Allowance	Allow	1	\$ 10,000.00	\$ 10,000.00
43	Traffic Control	LS	1		
44	Temporary Bypass Bumping	LS	1		
45	Furnish and install 12-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	1736		
46	Furnish and install 8-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	40		
47	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	154		
48	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	367		
49	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	1241		
50	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 16-ft to 20-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	19		
51	Concrete encasement of 12" SDR 35 PVC sewer line, complete in place, including reinforcement.	LF	170		
52	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	1		
53	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	11		

54	Remove & Dispose of Existing Manhole, CIP	EA	1		
55	Abandon existing manhole, salvage manhole frame and lid to owner, plug existing connections, dispose of debris and completely backfill, CIP.	EA	3		
56	Connect New Sewer Main to Existing Manhole, Reform Sump to New Sewer and Plug Abandoned Outlet, CIP.	EA	1		
57	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, and fittings, CIP.	EA	4		
58	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	1951		
59	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, minimum 3-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	21		
60	Remove and replace existing sidewalk, including 12-inch subgrade preparation, 6-inch basecourse, labor, saw-cutting and disposal of material, CIP.	SY	12		
61	Remove and Replace Existing Landscaping to match Existing Conditions (including gravel, vegetation, and all other appurtenances needed for a complete installation.	SY	103		
62	Complete Site Clearing and Grubbing, complete	AC	0.4		
63	Furnish and install Seeding, Class "A", native, CIP.	AC	0.4		
64	Remove and Replace Existing Class "A", Type I Wire-Tied RIPRAP per NMDOT standard, CIP.	CY	27.5		

SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE BASE BID

TOTAL BID AMOUNT
WRITTEN IN NUMBERS:

\$

TOTAL BID AMOUNT
WRITTEN IN WORDS:

Colibri Sewer Re-Route Bid Item Alternate 1 - Through Existing Casing

BA1	Furnish and install 12-inch Fusible PVC DR-18 gravity sewer interceptor in existing casing (including all casing spacers, casing end seals, materials, labor, and fittings), CIP.	LF	175		
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SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE PROJECT TOTAL (BASE BID + BA1)

TOTAL BID AMOUNT
WRITTEN IN NUMBERS:

\$

TOTAL BID AMOUNT
WRITTEN IN WORDS:

Colibri Sewer Re-Route Bid Item Alternate 2 - Through Existing Casing

BA2	Furnish & Install 12-inch HDPE DR 17 DIPS Pipe in existing casing (including all casing spacers, casing end seals, materials, labor, and fittings), CIP.	LF	175		
-----	--	----	-----	--	--

SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE PROJECT TOTAL (BASE BID + BA2)

TOTAL BID AMOUNT
WRITTEN IN NUMBERS:

\$

TOTAL BID AMOUNT
WRITTEN IN WORDS:

TOTAL exclusive of NM GRT

ALL BID ITEMS MUST BE EXCLUSIVE OF NM GRT

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

March 30, 2026

SANTA FE COUNTY
IFB No. 2026-0198-PW/TJ
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR

ADDENDUM NO. 5

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 5. This documentation shall become permanent and made part of the departmental files.

Attachment A: Revised Bid Sheet (based on the lowest, responsive base bid)

The deadline for submitting questions has passed. No further questions will be accepted.

Clarification No. 1 – Supplemental Technical Specifications, Basic Requirements, Pg. 01 00 00 – 20

1.50 PROJECT RECORD DOCUMENTS

- E. Contractor shall prepare record drawings information under the direction of a Licensed Professional Surveyor. As-Built Record Drawings shall include elevation at top of pipe, northing and easting of top of pipeline or new utility at intervals **not to exceed 250 feet** and at all manholes, including rim elevations, invert in, invert out. For drop manholes, as applicable both invert in pipes shall be provided. Contractor shall provide as-built survey of the newly constructed access road, not to exceed every 100 feet. All culvert crossings shall be surveyed at the beginning to end. Ties to surface features for triangulation purposes in the field shall also be included. Final As-Built Record Drawing shall be stamped by a Licensed Professional Surveyor, tied to established control monuments and other reference points (including D.O.T. monuments and mile markers if available) on the New Mexico State Plane Coordinate System, Central Zone, NAD83/NAVD88 datum, stating combined ground-to-grid scale factor used, equipment used and date of completion of survey.

Question No. 1: The bid quantities #9, 10, and 11 for the manholes, the description includes, “interior epoxy coatings.” Please provide the specifications for these epoxy coatings.

Answer No. 1: The inclusion of “interior epoxy coating” shall be struck and removed from the bid item description for Bid Items #9, 10, and 11.

Question No. 2.: I would like to clarify whether Bid Items #41 through 62 are intended to be part of an alternate. This is not specified in the bid schedule, but at the end it requests two total amounts, which makes it unclear.

Answer No. 2: Bid Items #41 to 62 from Addendum No. 3 for the Colibri Sewer Re-Route are part of the base bid and should not be considered alternates. An updated bid form was released in Addendum No. 4, which did include alternates for the pipe material through the existing casing on sheet C-25R (released in Addendum No. 4).

Additionally, the Bid Form was restructured to distinguish between bid items and alternates, and to clarify how the total project cost is to be calculated with both components included.

Please add this Addendum No. 5 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Tammy Jim, Procurement Specialist Senior at tjim@santafecountynm.gov.

ATTACHMENT A**Revised: 03/30/2026**

Santa Fe County SR-14 Gravity Sewer Interceptor					
Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
SR-14 Sewer Interceptor (C-1 to C-31)					
1	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid	LS	1		
2	Material Testing Allowance	Allow	1	\$ 200,000.00	\$ 200,000.00
3	Furnish and install 10-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP	LF	17200		
4	Furnish and install 8-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP	LF	430		
5	Furnish and install 18-inch Diameter Jack and Bore across road crossing, with 18" Steel Casing, including all materials, labor, fittings, carrier pipe, spacers, end seals, bore pit excavation, bedding, backfill, and site restoration, CIP.	LF	120		
6	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP	LF	6505		
7	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP	LF	10465		
8	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP	LF	660		
9	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, up to 8-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	17		
10	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	32		
11	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	6		

12	Furnish and Install 8-inch PVC SDR-26 stubout for future connection, including all material, caps, fittings, labor, trenching, tracer wire, bedding, warning tape, backfilling, compaction, and site restoration, CIP.	EA	3		
13	Connect New Gravity Sewer Line to Existing Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP.	EA	1		
14	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP	EA	2		
15	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	17750		
16	Temporary bypass pumping for connection to existing sewer manhole, CIP	LS	1		
17	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, 6-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	865		
18	Traffic Control	LS	1		
19	Construction Staking, including pipe alignments, appurtenances, and surveyed as-builts, CIP.	LS	1		
20	Preparation and implementation of SWPPP	LS	1		
SR-14 Access and Maintenance Road (RD-3 to RD-22)					
21	Site Clearing and Grubbing, complete	AC	11		
22	Fill, construction, incl. excavation, placement , compaction of unclassified material, over 2 ft. deep, and removal & disposal of excess material per NMDOT 203000, CIP.	CY	3400		
23	Subgrade Preparation, CIP.	SY	15344		
24	Furnish and install Base Course 6", CIP.	SY	15344		
25	Furnish and install Drivepad, 6" thick, Portland Cement Concrete, incl. subgrade compaction, CIP.	SY	15		
26	Furnish and install Curb & Gutter, Standard, Portland Cement Concrete, incl. subgrade preparation, CIP.	LF	24		
27	Remove, dispose & replace existing Curb & Gutter, PC Concrete, CIP.	LF	22		
28	Remove and dispose of Existing Sidewalk, 4" PC Concrete, CIP.	SY	6		
29	Remove & replace Existing Fence, match in-kind, CIP.	LF	190		
30	Furnish and install Pipe Gate, 12' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	2		
31	Furnish and install Pipe Gate, 20' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	1		
32	Furnish and install Reinf. Concrete for Minor Structures, CIP.	CY	5		
33	Furnish and install 18" Culvert Pipe per NMDOT 570018, incl. trench & compacted backfill to 6' depth, CIP.	LF	110		
34	Furnish and install 18" Culvert Pipe End Section per NMDOT 570019, CIP.	EA	12		

35	Furnish and install 24" Culvert Pipe per NMDOT 570024, incl. trench & compacted backfill to 6' depth, CIP.	LF	50		
36	Furnish and install 24" Culvert Pipe End Section per NMDOT 570025, CIP.	EA	4		
37	Furnish and install 30" Culvert Pipe per NMDOT 570030, incl. trench & compacted backfill to 6' depth, CIP.	LF	18		
38	Furnish and install 30" Culvert Pipe End Section per NMDOT 570031, CIP.	EA	1		
39	Furnish and install Riprap Class A, per NMDOT 602000, CIP.	CY	30		
40	Furnish and install Seeding, Class "A", native, CIP.	AC	8		
Colibri Sewer Re-Route					
40	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid	LS	1		
41	Material Testing Allowance	Allow	1	\$ 15,000.00	\$ 15,000.00
42	Utility Relocation Allowance	Allow	1	\$ 10,000.00	\$ 10,000.00
43	Traffic Control	LS	1		
44	Temporary Bypass Bumping	LS	1		
45	Furnish and install 12-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	1736		
46	Furnish and install 8-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	40		
47	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	154		
48	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	367		
49	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	1241		
50	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 16-ft to 20-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	19		
51	Concrete encasement of 12" SDR 35 PVC sewer line, complete in place, including reinforcement.	LF	170		
52	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	1		
53	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, interior epoxy coatings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	11		

54	Remove & Dispose of Existing Manhole, CIP	EA	1		
55	Abandon existing manhole, salvage manhole frame and lid to owner, plug existing connections, dispose of debris and completely backfill, CIP.	EA	3		
56	Connect New Sewer Main to Existing Manhole, Reform Sump to New Sewer and Plug Abandoned Outlet, CIP.	EA	1		
57	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, and fittings, CIP.	EA	4		
58	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	1951		
59	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, minimum 3-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	21		
60	Remove and replace existing sidewalk, including 12-inch subgrade preparation, 6-inch basecourse, labor, saw-cutting and disposal of material, CIP.	SY	12		
61	Remove and Replace Existing Landscaping to match Existing Conditions (including gravel, vegetation, and all other appurtenances needed for a complete installation.	SY	103		
62	Complete Site Clearing and Grubbing, complete	AC	0.4		
63	Furnish and install Seeding, Class "A", native, CIP.	AC	0.4		
64	Remove and Replace Existing Class "A", Type I Wire-Tied RIPRAP per NMDOT standard, CIP.	CY	27.5		

SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE BASE BID

TOTAL BID AMOUNT
WRITTEN IN NUMBERS:

\$

TOTAL BID AMOUNT
WRITTEN IN WORDS:

Colibri Sewer Re-Route Bid Item Alternate 1 - Through Existing Casing

BA1	Furnish and install 12-inch Fusible PVC DR-18 gravity sewer interceptor in existing casing (including all casing spacers, casing end seals, materials, labor, and fittings), CIP.	LF	175		
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SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE PROJECT TOTAL (BASE BID + BA1)

TOTAL BID AMOUNT
WRITTEN IN NUMBERS:

\$

TOTAL BID AMOUNT
WRITTEN IN WORDS:

Colibri Sewer Re-Route Bid Item Alternate 2 - Through Existing Casing

BA2	Furnish & Install 12-inch HDPE DR 17 DIPS Pipe in existing casing (including all casing spacers, casing end seals, materials, labor, and fittings), CIP.	LF	175		
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SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE PROJECT TOTAL (BASE BID + BA2)

TOTAL BID AMOUNT
WRITTEN IN NUMBERS:

\$

TOTAL BID AMOUNT
WRITTEN IN WORDS:

TOTAL exclusive of NM GRT

ALL BID ITEMS MUST BE EXCLUSIVE OF NM GRT

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

April 1, 2026

SANTA FE COUNTY
IFB No. 2026-0198-PW/TJ
CONSTRUCTION SERVICES FOR THE
ARROYO HONDO SR-14 SEWER INTERCEPTOR

ADDENDUM NO. 6

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the IFB as identified in this Addendum No. 6. This documentation shall become permanent and made part of the departmental files.

***BID OPENING EXTENDED TO
FRIDAY, APRIL 10, 2026 @ 2:00 PM***

Attachment A: Revised Bid Sheet (based on the lowest, responsive base bid)

Question No. 1: Having said that, we are a bit confused as to why there are two mobilizations if this is the same base bid.

Answer No. 1: Bid Item #40 mobilization/demobilization under the Colibri Sewer Re-route shall be struck and removed entirely and **will be considered "NOT USED"**. Bid Item No. #1 for Mobilization and demobilization shall be for the entirety of the project, including the SR-14 Sewer Interceptor and Colibri Sewer Re-route.

Question No. 2.: We are in receipt of Addendum No. 5, and the note requiring interior coatings was removed from the Bid Items #9, 10, and 11. However, it is still calling for interior coatings on the Colibri Reroute manholes, Items #52 and 53.

Answer No. 2: The Bid Item descriptions of Bid Items #52 and 53 shall be revised to strike and removed "interior epoxy coating" from the bid item descriptions. **There will be no interior coatings required for manholes on this project.**

Please add this Addendum No. 6 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Tammy Jim, Procurement Specialist Senior at tjim@santafecountynm.gov.

ATTACHMENT A

Revised: 04/01/2026

Santa Fe County SR-14 Gravity Sewer Interceptor					
Item No.	Description	Unit	Est. Quantity	Unit Price	Total Price
SR-14 Sewer Interceptor (C-1 to C-31)					
1	Mobilization (75%) and Demobilization (25%), not to exceed 7% of the Base Bid	LS	1		
2	Material Testing Allowance	Allow	1	\$ 200,000.00	\$ 200,000.00
3	Furnish and install 10-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP	LF	17200		
4	Furnish and install 8-inch PVC SDR-26 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP	LF	430		
5	Furnish and install 18-inch Diameter Jack and Bore across road crossing, with 18" Steel Casing, including all materials, labor, fittings, carrier pipe, spacers, end seals, bore pit excavation, bedding, backfill, and site restoration, CIP.	LF	120		
6	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP	LF	6505		
7	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP	LF	10465		
8	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP	LF	660		
9	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, up to 8-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	17		
10	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	32		
11	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	6		

12	Furnish and Install 8-inch PVC SDR-26 stubout for future connection, including all material, caps, fittings, labor, trenching, tracer wire, bedding, warning tape, backfilling, compaction, and site restoration, CIP.	EA	3		
13	Connect New Gravity Sewer Line to Existing Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP.	EA	1		
14	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, piping, fittings, trenching, and backfill, CIP	EA	2		
15	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	17750		
16	Temporary bypass pumping for connection to existing sewer manhole, CIP	LS	1		
17	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, 6-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	865		
18	Traffic Control	LS	1		
19	Construction Staking, including pipe alignments, appurtenances, and surveyed as-builts, CIP.	LS	1		
20	Preparation and implementation of SWPPP	LS	1		
SR-14 Access and Maintenance Road (RD-3 to RD-22)					
21	Site Clearing and Grubbing, complete	AC	11		
22	Fill, construction, incl. excavation, placement , compaction of unclassified material, over 2 ft. deep, and removal & disposal of excess material per NMDOT 203000, CIP.	CY	3400		
23	Subgrade Preparation, CIP.	SY	15344		
24	Furnish and install Base Course 6", CIP.	SY	15344		
25	Furnish and install Drivepad, 6" thick, Portland Cement Concrete, incl. subgrade compaction, CIP.	SY	15		
26	Furnish and install Curb & Gutter, Standard, Portland Cement Concrete, incl. subgrade preparation, CIP.	LF	24		
27	Remove, dispose & replace existing Curb & Gutter, PC Concrete, CIP.	LF	22		
28	Remove and dispose of Existing Sidewalk, 4" PC Concrete, CIP.	SY	6		
29	Remove & replace Existing Fence, match in-kind, CIP.	LF	190		
30	Furnish and install Pipe Gate, 12' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	2		
31	Furnish and install Pipe Gate, 20' wide, incl. all attachments, hardware & anchor posts, CIP.	EA	1		
32	Furnish and install Reinf. Concrete for Minor Structures, CIP.	CY	5		
33	Furnish and install 18" Culvert Pipe per NMDOT 570018, incl. trench & compacted backfill to 6' depth, CIP.	LF	110		
34	Furnish and install 18" Culvert Pipe End Section per NMDOT 570019, CIP.	EA	12		

35	Furnish and install 24" Culvert Pipe per NMDOT 570024, incl. trench & compacted backfill to 6' depth, CIP.	LF	50		
36	Furnish and install 24" Culvert Pipe End Section per NMDOT 570025, CIP.	EA	4		
37	Furnish and install 30" Culvert Pipe per NMDOT 570030, incl. trench & compacted backfill to 6' depth, CIP.	LF	18		
38	Furnish and install 30" Culvert Pipe End Section per NMDOT 570031, CIP.	EA	1		
39	Furnish and install Riprap Class A, per NMDOT 602000, CIP.	CY	30		
40	Furnish and install Seeding, Class "A", native, CIP.	AC	8		
Colibri Sewer Re-Route					
41	Material Testing Allowance	Allow	1	\$ 15,000.00	\$ 15,000.00
42	Utility Relocation Allowance	Allow	1	\$ 10,000.00	\$ 10,000.00
43	Traffic Control	LS	1		
44	Temporary Bypass Bumping	LS	1		
45	Furnish and install 12-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	1736		
46	Furnish and install 8-inch PVC SDR-35 gravity sewer interceptor (including all materials, labor, fittings, tracer wire, bedding, warning tape), CIP.	LF	40		
47	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, up to 8-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	154		
48	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 8-ft to 12-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	367		
49	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 12-ft to 16-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	1241		
50	Trenching, Backfilling, and Compaction for new Gravity Sewer Pipe, from 16-ft to 20-ft in depth, including equipment and labor. Pipe not included. CIP.	LF	19		
51	Concrete encasement of 12" SDR 35 PVC sewer line, complete in place, including reinforcement.	LF	170		
52	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 8-ft to 12-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	1		
53	Furnish and Install 4-ft Diameter Precast Type C Concrete Manhole, from 12-ft to 16-ft in depth to invert, including cover, collar, lid, grade adjustment rings, new sewer line connections and all materials, labor, excavation, backfill, compaction, testing, and site restoration, CIP.	EA	11		
54	Remove & Dispose of Existing Manhole, CIP	EA	1		

55	Abandon existing manhole, salvage manhole frame and lid to owner, plug existing connections, dispose of debris and completely backfill, CIP.	EA	3		
56	Connect New Sewer Main to Existing Manhole, Reform Sump to New Sewer and Plug Abandoned Outlet, CIP.	EA	1		
57	Connect Existing Gravity Sewer Line to New Manhole, including all materials, labor, and fittings, CIP.	EA	4		
58	New Sewer Line Testing, including CCTV Inspection, Air Testing, and Mandrel Test, Complete.	LF	1951		
59	Remove and replace existing asphalt to match existing grade, including 12-inch subgrade preparation, 6-inch basecourse, minimum 3-inch Asphalt Pavement HMA PIV, all materials, labor, saw-cutting and disposal of material, CIP.	SY	21		
60	Remove and replace existing sidewalk, including 12-inch subgrade preparation, 6-inch basecourse, labor, saw-cutting and disposal of material, CIP.	SY	12		
61	Remove and Replace Existing Landscaping to match Existing Conditions (including gravel, vegetation, and all other appurtences needed for a complete installation.	SY	103		
62	Complete Site Clearing and Grubbing, complete	AC	0.4		
63	Furnish and install Seeding, Class "A", native, CIP.	AC	0.4		
64	Remove and Replace Existing Class "A", Type I Wire-Tied RIPRAP per NMDOT standard, CIP.	CY	27.5		
SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE BASE BID					
TOTAL BID AMOUNT WRITTEN IN NUMBERS:		\$			
TOTAL BID AMOUNT WRITTEN IN WORDS:					
Colibri Sewer Re-Route Bid Item Alternate 1 - Through Existing Casing					
BA1	Furnish and install 12-inch Fusible PVC DR-18 gravity sewer interceptor in existing casing (including all casing spacers, casing end seals, materials, labor, and fittings), CIP.	LF	175		
SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE PROJECT TOTAL (BASE BID + BA1)					
TOTAL BID AMOUNT WRITTEN IN NUMBERS:		\$			
TOTAL BID AMOUNT WRITTEN IN WORDS:					
Colibri Sewer Re-Route Bid Item Alternate 2 - Through Existing Casing					
BA2	Furnish & Install 12-inch HDPE DR 17 DIPS Pipe in existing casing (including all casing spacers, casing end seals, materials, labor, and fittings), CIP.	LF	175		
SR-14 SEWER INTERCEPTOR AND COLIBRI SEWER REROUTE PROJECT TOTAL (BASE BID + BA2)					
TOTAL BID AMOUNT WRITTEN IN NUMBERS:		\$			
TOTAL BID AMOUNT WRITTEN IN WORDS:					

TOTAL exclusive of NM GRT
ALL BID ITEMS MUST BE EXCLUSIVE OF NM GRT

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

Executed One (1) Original Bond

Bond No. 7901307895

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE TLC Company, Inc of 5000 Edith NE, Albuquerque, NM 87107 as PRINCIPAL hereinafter called the "PRINCIPAL" and Nationwide Mutual Insurance Company as SURETY hereinafter called the "SURETY", are held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE hereinafter called the "COUNTY" for the use and benefit of any claimants as herein below defined, in the amount of Four Million Two Hundred Forty Two Thousand Seven Hundred Ninety Nine and 80/100 (\$4,242,799.80) dollars for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated , 2026, with the COUNTY for the Construction Services for the Arroyo Hondo SR-14 Interceptor, Santa Fe County, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of a sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or

SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS 17th DAY OF April, 2026.

TLC Company, Inc Eddie C. Padilla
CONTRACTOR – PRINCIPAL (signature)

By: EDDIE C. PADILLA - PRESIDENT
(Printed name and title)

NOTARY PUBLIC

(seal)

My Commission expires: _____

Nationwide Mutual Insurance Company

[Signature]
SURETY (signature)

David C. Mitchie, Attorney-in-fact
(Printed name and title)

Shelby Heckler
NOTARY PUBLIC Shelby Heckler

My Commission expires: November 18th, 2026

HUB International Insurance Services Inc.
SURETY'S Authorized New Mexico Agent

(seal)
STATE OF NEW MEXICO
NOTARY PUBLIC
Shelby Heckler
Commission No. 1139185
November 18, 2026

PERFORMANCE BOND (SAMPLE)

Executed One (1) Original Bond

A. KNOW ALL MEN BY THESE PRESENT, THAT WE TLC Company, Inc of 5000 Edith NE, Albuquerque, NM 87107, as **PRINCIPAL**, hereinafter called the "CONTRACTOR" and Nationwide Mutual Insurance Company of One West Nationwide Blvd. 1-14-301, Columbus, OH 43215, as **SURETY** hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of Four Million Two Hundred Forty Two Thousand Seven Hundred Ninety Nine and 80/100 (\$ 4,242,799.80) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2026, with the COUNTY for Construction Services for the Arroyo Hondo SR-14 Interceptor, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:

(3) Complete the Contract in accordance with its terms and conditions, or

(4) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS 17th DAY OF April, 2026.

TLC Company, Inc Eddie C. Padilla
CONTRACTOR – PRINCIPAL (signature)

By: EDDIE C. PADILLA - PRESIDENT
(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

Nationwide Mutual Insurance Company

SURETY (signature)

David C. Mitchie, Attorney-in-fact

(Printed name and title)

Shelby Heckler
NOTARY PUBLIC Shelby Heckler

My Commission expires: November 18th, 2026

HUB International Insurance Services Inc.
SURETY'S Authorized New Mexico Agent

STATE OF NEW MEXICO
(seal)
NOTARY PUBLIC
Shelby Heckler
Commission No. **1139185**
November 18, 2026

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:

TLC Company, Inc.
5000 Edith Blvd NE
Albuquerque NM 87107

PROJECT: Construction Services for
the Arroyo Hondo SR-14
Interceptor

PROJECT NO: 2026-0198-PW/TJ

PHONE NO.:

505.395.3434

TLC Company, Inc. agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: TLC Company, Inc.

BY: Eddie C. Padilla

Signed by individual empowered to obligate suppliers,
subcontractors or subsubcontractors

TITLE: President

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE



TLCPLUM-01

CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2026

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 : Travelers Property Casualty Company of America INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com INSURER D : INSURER E : INSURER F :
INSURED TLC Company Inc dba Spear D 5000 Edith Blvd NE Albuquerque, NM 87107	NAIC # 25623 25674

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 ☒ PROJECT ☐ LOC OTHER:	X	X	DT-CO-7W41389A-PHX-25	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	810-6W400914-TIL-25-26	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP-6W550351-25-26	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	EWC008469	12/31/2025	12/31/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Commercial Property			QT-630-6W945490-TIL-25	7/1/2025	7/1/2026	Builders Risk \$ 6,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Santa Fe County
PO Box 276
Santa Fe, NM 87504

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



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services (SOW)	License # 0757776	NAMED INSURED TLC Company Inc dba Spear D 5000 Edith Blvd NE Albuquerque, NM 87107
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

New Mexico Workers Compensation re insurer Midwest Employers Casualty Company, Policy #EWC008469, 12/31/25 - 12/31/26

When required by contract, the following forms apply: Blanket Additional insured/ongoing completed operations and primary /non-contributory wording; Contractors extension includes Aggregate limits per project and blanket waiver of subrogation. 30 day notice of cancellation provision applies.

Arroyo Hondo SR 14 Interceptor
2026-0198-PW/TJ

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.

- 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.

- (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;

(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";

- (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.

- 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.

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.

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:

COMMERCIAL GENERAL LIABILITY

- (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.

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.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

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:

- a.** 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
- b.** 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:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** 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:

- 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.

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:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. 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.

2. 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:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) 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.

3. 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".

4. 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.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. 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:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. 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:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. 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.

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:

COMMERCIAL GENERAL LIABILITY

- (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.

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

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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 b. The airbags are not covered under any warranty; and
 c. The airbags were not intentionally inflated.
 We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
 (b) A partner (if you are a partnership);
 (c) A member (if you are a limited liability company);
 (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
 (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS**:

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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.



Endorsement Effective: 12/1/2024
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

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 WHICH 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 60

PROVISIONS

- A. 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 at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, **Public Works**

CONTRACT NO. 2026-0198-PW/TJ

This is to inform that you that you have been awarded the Contract for:

Project Name: Construction Services for the Arroyo Hondo SR-14 Interceptor

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. 2026-0198-PW/TJ as reflected in this award document. The rights and obligations of the parties will be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO.

Enclosed is your copy of the contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm will commence work within ten (10) calendar days of the above date and must achieve Substation Completion _____ calendar days thereafter, which is _____, 2026, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the County from your office. These documents must include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the County for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

COUNTY: Santa Fe County
PUBLIC WORKS DEPARTMENT

By: _____
Director, SFC Public Works

EXHIBIT I
CHANGE ORDER

PROJECT:

CONTRACTOR:
CHANGE ORDER NO:

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, ENGINEER AND THE COUNTY.
Signature of the Contractor indicates its agreement herewith, including any adjustment in the contract sum or contract time.

Original contract sum:	
Change by previous change orders	\$0.00
The contract sum will be increased/decreased/unchanged by this Change Order:	
	\$0.00
The contract sum including this Change Order:	\$0.00
Contract time will be increased/decreased/unchanged by days.	
The date of Substantial Completion:	

CHANGE ORDER SIGNATURE PAGE

APPROVED

SANTA FE COUNTY By: _____ Date: _____
Gregory S. Shaffer
Santa Fe County Manager

Approved as to form: By: _____ Date: _____
Walker Boyd
Santa Fe County Attorney

CONTRACTOR By: _____ Date: _____
Title: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – PUBLIC WORKS

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The Contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests and the County to inspect the Work and to concur in the Work’s substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ____days from date of receipt from the County.

Contractor

Signature

Date

Accepted by Santa Fe County

Signature

Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by _____

(Date)

The punch list consists of _____(indicate number of items) items.

The Work performed under this contract has been reviewed and found to be substantially complete by the Director of Community Development who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)