




The Purchasing Memo

Date: May 18, 2026

To: Cheif Brian Moya, Interim City Manager

From: Taylor Jurgens, Engineer, Water Division *TRJ*

Via: Jesse Roach, Interim Public Utilities Department Director 
Jesse Roach

Jonathan Montoya, Acting Water Division Director 
JM

Subject: Nichols Dam Outlet Works Rehabilitation Amendment No. 4

Vendor Name: CF Padilla, LLC

Munis Vendor Number: 10073

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment No. 4 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project. Amendment No. 4 increases the amount of compensation by \$198,814.65, including applicable NM GRT, and extends the contract term to December 31, 2026, for a total compensation amount not to exceed \$20,038,657.57, including NM GRT, and a contract term of December 31, 2026.

1. The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of \$198,815.00 from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204481.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. Construction began in the spring of 2024 and is expected to be completed in 2026.

Amendment No. 4 will increase the total compensation by \$198,814.65 to cover expenses resulting from unforeseen field conditions on the project that resulted in the need for additional rock excavation in the channel downstream of Nichols Dam and for repairs to existing damaged fiber optic boxes. The additional quantity of rock excavation was measured, and the unit price that was established in the contract base bid for rock excavation was used to determine the additional cost. For the fiber optic box repairs, a cost proposal was submitted by the Contractor and reviewed by the City and Engineer. Amendment No. 4 also includes a ten percent unanticipated cost overrun allowance to cover additional unanticipated items that arise during construction. Amendment No. 4 will also extend the contract term to December 31, 2026, to ensure that the contract does not expire before final completion of the project is achieved. The

increase in compensation will be funded from a BAR from the Water Enterprise Cash Fund to Water WIP Construction.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Management/505

Munis Org Name/Number: Water-Capital Projects/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/20/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was N/A. Originally awarded through ITB

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 05/20/2026

CPO Comment/Exceptions: _____

AP
AP (May 20, 2025 11:50:55 AM)

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: WTR1950508

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- Amendment No. 4
- Amendment No. 4 Summary
- Contractor Cost Proposal for the Additional Work
- Original Contract Packet (Contract No. 23-0565)
- Budget Amendment Resolution (BAR)
- Certificate of Insurance (COI)



**CITY OF SANTA FE
AMENDMENT No. 4 TO
Contract # 3204481**

Original City Clerk Item Number: 23-0565

Nichols Dam Outlet Works Rehabilitation Project

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 9/19/23 (the "Contract"), between the City of Santa Fe (the "City") and CF PADILLA, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

I. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Nicholas Dam Outlet Works Rehabilitation Project.

B. Pursuant to the Amendment Article 14 of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

II. COMPENSATION

Compensation - Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$198,814.65 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed twenty million thirty-eight thousand six hundred fifty-seven dollars and fifty-seven cents (\$20,038,657.57), including applicable New Mexico Gross Receipts Tax.

The Unit Bid Contract Total is determined as follows:

Base Bid	\$15,665,326.00
Amendment #1	\$553,721.00

Amendment #2 - Unanticipated Cost Overrun (10% of Base Bid)	\$1,566,532.60
Amendment #3	\$567,312.90
Amendment #4	\$186,025.40
Gross Receipts Tax	\$1,499,739.67
<hr/>	
Total Compensation (Not to Exceed) including NM GRT	\$20,038,657.57
<hr/>	

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed Twenty million thirty-eight thousand six hundred fifty-seven dollars and fifty-seven cents (\$20,038,657.57). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

**III.
TERM**

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

IV. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

<p><u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909</p>	<p>Public Utilities Admin Engineer 801 W San Mateo Santa Fe, NM 87505 trjurgens@santafenm.gov (505) 955-4265</p>	<p><u>To the Contractor:</u> CF PADILLA, LLC CF Padilla, LLC 62A Tribal Road 90 SW Albuquerque, NM 87105 TBD clint@cfpadillallc.com 505-916-0695</p>
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

V. CONTRACT IN FULL FORCE

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:
CF PADILLA, LLC.

BRIAN MOYA

Clint Autrey

Clint Autrey (May 18, 2026 10:01:14 MDT)

BRIAN MOYA, INTERIM CITY MANAGER
05/22/2026

CLINT AUTREY, SUPERINTENDENT

DATE: May 18, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS



GERALYN CARDENAS, CITY CLERK *CP*

Approved to form and legal sufficiency by:

Marcos D. Martínez

Marcos D. Martínez (May 18, 2026 10:02:21 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips

ANDREA PHILLIPS (May 21, 2026 16:29:41 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR










CF Padilla Amend 4_CoSF

Final Audit Report

2026-05-18

Created:	2026-05-15
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqKgJe7h5sga86i0pzygiCqKbrln5Rda

"CF Padilla Amend 4_CoSF" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-05-15 - 10:32:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Clint Autrey (clint@cfpadillallc.com) for signature
2026-05-15 - 10:33:26 PM GMT
-  Email viewed by Clint Autrey (clint@cfpadillallc.com)
2026-05-15 - 11:30:09 PM GMT- IP address: 172.226.81.22
-  Email viewed by Clint Autrey (clint@cfpadillallc.com)
2026-05-18 - 2:57:06 AM GMT- IP address: 172.226.175.9
-  Document e-signed by Clint Autrey (clint@cfpadillallc.com)
Signature Date: 2026-05-18 - 4:01:14 PM GMT - Time Source: server- IP address: 73.26.110.152 - Signature Appearance Selected: TYPE
-  Document emailed to Marcos D. Martínez (mdmartinez@santafenm.gov) for signature
2026-05-18 - 4:01:16 PM GMT
-  Email viewed by Marcos D. Martínez (mdmartinez@santafenm.gov)
2026-05-18 - 4:01:34 PM GMT- IP address: 63.233.104.126
-  Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)
Signature Date: 2026-05-18 - 4:02:21 PM GMT - Time Source: server- IP address: 63.233.104.126 - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-05-18 - 4:02:21 PM GMT

Amendment No. 4 Summary

Nichols Dam Outlet Works Rehabilitation

CIP Project #33721

Contract #23-0565

Summary of Changes:

<u>Item</u>	<u>Description</u>	<u>Contract Price</u> <u>Increase</u>	Contract Times Increase:		
			<u>Substantial</u> <u>Completion</u>	<u>Dam Safety Work</u> <u>Completion</u>	<u>Final</u> <u>Completion</u>
1	Additional Rock Excavation	\$162,860.00	0	0	-
2	Fiber Optic Repairs	\$6,254.00	0	0	-
3	Additional Unanticipated Cost Overrun (10%)	\$16,911.40	0	0	-
Amendment No. 4 Subtotal		\$186,025.40	0	0	-
NM GRT (6.875%)		\$12,789.25			
Amendment No. 4 Total		\$198,814.65	0	0	-

Contract Price:

Original Contract Price	\$16,967,506.22
Increase from previously approved amendments and change orders (Amdt. No. 1 to 3; CO No. 1 to 5)	\$2,872,336.70
Contract Price prior to this amendment	\$19,839,842.92
Increase this amendment	\$198,814.65

Contract Price incorporating this amendment	\$20,038,657.57
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Contract Times:

	<u>Substantial</u> <u>Completion</u>	<u>Dam Safety Work</u> <u>Completion</u>	<u>Final</u> <u>Completion</u>
Original Contract Times	587	5/1/2025	-
Increase from previously approved amendments and change orders (Amdt. No. 1 to 3; CO No. 1 to 5)	231	0	-
Contract Times prior to this amendment	818	5/1/2025	-
Increase this amendment	0	0	-

Contract Times incorporating this amendment	818	5/1/2025	-
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JURGENS, TAYLOR R.

From: Clint Autrey <Clint@cfpadillallc.com>
Sent: Wednesday, March 25, 2026 9:09 AM
To: JURGENS, TAYLOR R.; Nabahe Abeita
Subject: Rock Excavation and Fiber Optics
Attachments: Fiber Optic Extension.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Taylor,

We removed 17 loads with a 25 cy articulated truck. If we take 80% capacity the total quantity of excavation bank yards would be 340cy.

Also, please see cost proposal for the fiber optics line extension.

Please give me a call if you have any questions.

Thanks,



Clint Autrey
Division Manager
505-400-4020
clint@cfpadillallc.com

CF Padilla, LLC

Fiber Optics Extension

Date 3/25/2026

Summary

Item No.	Description	Unit	Estimated Quantity	Labor Cost	Equipment	Materials, Subcontracts & Misc. Costs	Subtotal	Labor			Equipment			Materials, Subcontracts & Misc.			Overall				
								Direct Job Overhead Spread	Total Cost	Mark-up	Total	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Direct Job Overhead Spread	Total Cost	Mark-up	Total	Unrounded Unit Price	Un-Rounded Total Amount
1	Fiber Optics Extension	Is	1	\$ -	\$ -	\$ 4,825.00	\$ 4,825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 301.12	\$ 5,126.12	\$ 1,127.75	\$ 6,253.86	\$ 6,253.86	\$ 6,253.86
Total Cost				\$ -	\$ -	\$ 4,825.00	\$ 4,825.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 301.12	\$ 5,126.12	\$ 1,127.75	\$ 6,253.86		\$ 6,253.86
Direct Job Overhead Totals							\$ 301.12	\$ 301.12													
Direct Job Overhead Percentage							6.241%														

Total Labor Cost	\$ -	Total Equipment Cost	\$ -	Total Materials, Subcontracts & Misc. Costs	\$ 5,126.12	Overall	\$ 5,126.12
G&A Overhead	8% \$ -	G&A Overhead	8.00% \$ -	G&A Overhead	8.00% \$ 410.09	G&A Overhead	\$ 410.09
Profit	12% \$ -	Profit	12.00% \$ -	Profit	12.00% \$ 615.13	Profit	\$ 615.13
Bond	2.0% \$ -	Bond	2.00% \$ -	Bond	2.00% \$ 102.52	Bond	\$ 102.52
NMGRT	0% \$ -	NMGRT	0.00% \$ -	NMGRT	0.00% \$ -	NMGRT	\$ -
TERO	0% \$ -	TERO	0.00% \$ -	TERO	0.00% \$ -	TERO	\$ -
Consultation	0% \$ -	Consultation	0.00% \$ -	Consultation	0.00% \$ -	Consultation	\$ -
	22% \$ -		22.00% \$ -		22.00% \$ 1,127.75		\$ 1,127.75
Total Labor	\$ -	Total Equipment	\$ -	Total Materials, Equipment & Misc.	\$ 6,253.86	Total	\$ 6,253.86

\$ 6,253.86



Date 3/25/2026

Rounded Unit Prices

Fiber Optics Extension

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	Fiber Optics Extension	ls	1	\$ 6,253.86	\$ 6,253.86	\$ 6,254.00	\$ 6,254.00
Total					\$ 6,253.86		\$ 6,254.00

NMGRT 6.875% \$ 429.96
 Total \$ 6,683.96



The Purchasing Memo

Date: April 7, 2025

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

From: Taylor Jurgens, Engineer, Water Division ^{TRJ}

Via: Jesse Roach, Interim Public Utilities Department Director ^{JR}

Jonathan Montoya, Acting Water Division Director ^{JM}

Subject: Nichols Dam Outlet Works Rehabilitation Amendment No. 3

Vendor Name: CF Padilla, LLC

Munis Vendor Number: 10073

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment No. 3 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project. Amendment No. 3 increases the amount of compensation by \$606,315.66, including applicable NM GRT, for a total compensation amount not to exceed \$19,839,842.92, including NM GRT, with no change to the Contract Term.

1. The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of \$606,316.00 from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204481.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. Construction began in the spring of 2024 and is expected to be completed in late summer of 2025.

Amendment No. 3 will add additional scope to the project that is directly related to the work already being done by the contractor. The scope of services being added includes the following: 1) removal of organic material from Nichols Reservoir and regrading of earthwork within the reservoir to reduce the volume in the reservoir that is below the lowest level intake valve; and 2) removal of the existing raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel downstream of Nichols Dam.

The bottom of Nichols Reservoir is currently several feet below the lowest intake valve, resulting in a volume of water below the intake valve that cannot be released under normal operations – also known as a dead pool. Reducing the volume of this dead pool is beneficial for both water quality and reservoir operations. Therefore, the contractor will use existing material from within the reservoir footprint to fill in a portion of the dead pool, reducing the storage

volume that is below the lowest intake valve. By using material from within the reservoir, there is no net reduction in the total reservoir volume. This work will also create a more uniform reservoir bottom, which will make the installation of the new reservoir aeration system easier. As part of the earthwork, the contractor will also remove a portion of the organic material that has accumulated on the reservoir bottom. Removal of organic material will improve water quality in the reservoir by reducing nutrient transfer from the organic material into the reservoir. The timing of this work is appropriate since the reservoir is currently drained for the Nichols project and the contractor will already have the necessary equipment onsite for other work on the project.

Water from Nichols Reservoir has historically been conveyed to Canyon Road Water Treatment Plant through an existing HDPE raw water pipeline that is installed within the Santa Fe River channel. This pipe runs within the channel for approximately 2,100 feet downstream of Nichols Dam before leaving the channel and transitioning below grade. There are also segments of an old steel raw water pipeline in the same channel that were replaced by the HDPE pipeline but never removed. As part of the Nichols project, a new raw water line located outside the river channel will be put in service, meaning the two existing pipelines in the river will no longer be needed. If given authorization by the Water Division and the Project Engineer, the contractor will remove the existing HDPE and steel pipelines, pipe supports, and additional appurtenances from the river channel starting at the beginning of the pipelines on the downstream side of Nichols Dam and ending at the point where they leave the channel and transition below grade (approximately 2,100 feet). This will prevent the pipelines from further deterioration within the channel and help return the riparian area to a more pristine condition.

Amendment No. 3 will increase the compensation by \$606,315.66, including NM GRT, for a total compensation not to exceed \$19,839,842.92, including NM GRT. The costs included in the amendment are a not-to-exceed amount, and payment will be made based on actual quantities or costs incurred. The amendment will be funded by a BAR from the Water Enterprise Cash Fund to Water WIP Construction.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Management/505

Munis Org Name/Number: Water-Capital Projects/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was N/A

Chief Procurement Officer (CPO) / Designee: [Signature] **Date:** 05/07/2025

CPO Comment/Exceptions: Originally awarded through ITB

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: WTR1950508 _____

Approval: *Josie Bolden* _____ **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:

- Amendment No. 3
- Amendment No. 3 Summary
- Contractor Cost Proposals for the Additional Work
- Approved Amendment No. 2
- Approved Amendment No. 2
- Original Contract Packet (Contract No. 23-0565)
- Budget Amendment Resolution (BAR)

Signature: *Taylor Jurgens*

Email: trjurgens@santafenm.gov

Signature: *Jonathan Montoya*
Jonathan Montoya (Apr 8, 2025 13:08 MDT)

Email: jmmontoya@santafenm.gov

Item# 25-0199
Munis Contract# 3204481
Original Contract Item# 23-0565
SWPA/GSA/Coop/RFP/ITB # 23/40/B

**CITY OF SANTA FE
AMENDMENT No. 3 TO
CONSTRUCTION CONTRACT
ITEM# 23-0565**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and CF Padilla, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with work on the Nichols Dam Outlet Works Rehabilitation Project.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, paragraph A of the Contract is amended to add the following items to the scope of work for the project:

32) Remove organic material from Nichols Reservoir and regrade earthwork within Nichols Reservoir to reduce the volume in the reservoir that is below the lowest level intake valve.

33) Remove existing HDPE and steel raw water pipelines, pipe supports, and additional appurtenances from the Santa Fe River channel starting at the beginning of the pipelines on the downstream

side of Nichols Dam and ending at the point where they leave the river channel and go below grade. This work shall only be performed after receiving authorization from the City of Santa Fe Water Division and the Project Engineer.

Article 1, paragraph K of the Contract is amended to revise the construction completion deadline from 587 calendar days to 818 calendar days so that Article 1, paragraph K reads in its entirety as follows:

K. Construction shall be completed eight hundred eighteen (818) calendar days following the notice to proceed. In the event that the raw water pipeline removal work in Item 33 of the Scope of Services is not performed, the additional 40 calendar days of construction time associated with this work shall not be granted and the construction completion deadline above shall be reduced by 40 calendar days. The parties anticipate that multiple notices to proceed will be issued for Procurement, Dam Safety, and Non-Dam Safety aspects of the project. The contractor must demonstrate that the Dam Safety portion of the project will be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without interfering with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the project such that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of six hundred six thousand, three hundred fifteen dollars and sixty-six cents (\$606,315.66), including applicable New Mexico Gross Receipts Tax, as set forth in Exhibit A, attached, so that Article 2, paragraph A reads in its entirety as

follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed nineteen million, eight hundred thirty-nine thousand, eight hundred forty-two dollars and ninety-two cents (\$19,839,842.92), including applicable New Mexico Gross Receipts Tax.

The Unit Bid Contract Total is determined as follows:

Base Bid	\$15,665,326.00
Amendment #1	\$553,721.00
Amendment #2 - Unanticipated Cost Overrun (10% of Base Bid)	\$1,566,532.60
Amendment #3	\$567,312.90
<u>Gross Receipts Tax</u>	<u>\$1,486,950.42</u>
Total Compensation (Not to Exceed) including NM GRT	\$19,839,842.92


The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed nineteen million, eight hundred thirty-nine thousand, eight hundred forty-two dollars and ninety-two cents (\$19,839,842.92). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (May 29, 2025 22:13 EDT)

ALAN WEBBER, MAYOR

DATE: 05/29/2025

CONTRACTOR:

CF Padilla, LLC

Clint Autrey (Apr 29, 2025 08:13 MDT)

CLINT AUTREY, SUPERINTENDENT

DATE: 04/29/2025

CRS# 03268909008

Registration # 235620

ATTEST:



ANDREA SALAZAR (May 29, 2025 20:15 MDT)

CITY CLERK

GB MTG 05/28/2025

ASL

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Apr 29, 2025 09:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR

Compensation for the additional scope of work shall be based upon the schedule outlined below. These prices are a not-to-exceed amount, and payment will be made based on actual costs incurred.

<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
Upper Cofferdam Construction	Lump Sum	\$13,956.00	1	\$13,956.00
Reservoir and Organics Earthwork	Day	\$7,296.00	30	\$218,880.00
Raw Water Pipeline Removal	Lump Sum	\$282,903.00	1	\$282,903.00
Subtotal				\$515,739.00
Unanticipated Cost Overrun Allowance (10%)				\$51,573.90
<u>NMGRT (6.875%)</u>				<u>\$39,002.76</u>
Total Not to Exceed Price Increase				\$606,315.66





City of Santa Fe, New Mexico



Memorandum



DATE: May 22, 2024

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director 
Jesse Roach, Santa Fe Water Division Director 

FROM: John Del Mar, Engineer Supervisor, Water Division 
Taylor Jurgens, Engineer, Water Division 
TRJ

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Construction Contract No. 23-0565 with CF Padilla for the Nichols Dam Outlet Works Rehabilitation project to increase the compensation by \$1,674,231.72 (includes NMGR) for an Unanticipated Cost Overruns line item for a new total contract amount not to exceed \$17,785,579.60 plus applicable NMGR, and to extend the Contract Term to June 30, 2026, with no corresponding changes to the Scope of Work. (Taylor Jurgens, Engineer: trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the amount of \$1,674,232.00 (includes NMGR) from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division has a construction contract (Contract No. 23-0565) with CF Padilla for the construction of the Nichols Dam Outlet Works Rehabilitation project. The Contractor mobilized to the site in April and has begun work at Nichols Dam and the Canyon Road Water Treatment Plant site. Construction is expected to be completed in late spring of 2025. The timing of the construction for this project is critical to ensure the improvements are complete and the reservoir is ready for operation for spring runoff season in 2025.

Unanticipated cost overrun allowances are common in the construction industry, including in other City of Santa Fe contracts. The allowance is intended only for unanticipated items that arise during construction that are directly related to the project's overall scope but were not included in the contractor's base bid. An unanticipated cost overrun allowance is especially important for the Nichols Dam Outlet Works Rehabilitation project due to schedule constraints, inherent risks and unknowns associated with dam renovations, and watershed operation and management. Specific aspects of this project to consider with respect to this allowance include:

- This project has a narrow window for dam safety related construction following peak City water demand in the summer months and before the following spring runoff. Unanticipated complications and associated costs may arise during the significant excavation and demolition phase that require swift review and authorization by the City.
- Delays in approval for unanticipated costs pose a significant risk to this project. This risk was specifically identified by project stakeholders during a construction risk assessment exercise,
- This cost overrun amendment is being requested by Water Division staff entirely independent of the construction contractor, CF Padilla,
- All unspent funds will revert to the Water Division Enterprise Fund.

Examples of unanticipated cost overruns that have already been identified for this project include:

- A previously unidentified leak between concrete construction joints in the bottom of the existing inclined intake structure at Nichols Dam. This leak was discovered this spring during annual inspections and was not identified in the original project drawings. Repair of this leak fits into the existing overall project scope, and the repair is well within the capabilities of the contract team.
- An abandoned underground pipe was found during excavation at the Canyon Road Water Treatment Plant that was not identified in the project drawings that must be removed to install the planned valve vault for the project.

The unanticipated cost overrun allowance allows the City's project managers, in conjunction with the project engineer, to address these types of issues as they arise rather than having to engage in a lengthy contract amendment process for each issue.

This amendment will add a line item to the contract for unanticipated cost overruns in the amount of \$1,566,532.60 (10% of the original base bid amount) plus applicable New Mexico Gross Receipts Tax. In the event that any aspect of the project exceeds the deliverable amount or if project or site conditions necessitate additional tasks directly related to the overall scope of the work, including modifications to the existing Construction Drawings and Specifications, the City, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to the value of the unanticipated cost overruns line item. The new total contract amount will be \$17,785,579.60 plus applicable New Mexico Gross Receipts Tax. The Contract Term is also being extended to June 30, 2026, to ensure that the contract term does not expire before final completion on the project is achieved. There is no corresponding change to the Scope of Work.

PROCUREMENT METHOD:

N/A

CONTRACT NUMBER:

Munis contract number is 3204481.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Water Enterprise Fund/505

Munis Org Name/Number: CIP / 5050395

Munis Object Name/Number: WIP Construction / 572970

ACTION REQUESTED:

The Public Utilities Department respectfully requests your review and approval of Amendment No. 2 to increase the compensation by \$1,674,231.72 (includes NMGR) and extend the Contract Term to June 30, 2026; and a Budget Amendment Resolution (BAR) in the amount of \$1,674,232.00 (includes NMGR) from the Water Enterprise Cash Fund to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation project.

ATTACHMENTS:

- 1) Amendment No. 2
- 2) Summary of Contract
- 3) Procurement Checklist
- 4) Construction Contract (Item #23-0565)
- 5) Budget Amendment Resolution (BAR)

Item# 24-0414
Munis Contract# 3204461
Original Contract Item# 23-0565
SWPA/GSA/Coop/RFP/ITB # 23/40/B

**CITY OF SANTA FE
AMENDMENT No. 2 TO
CONSTRUCTION CONTRACT
ITEM# 23-0565**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023 (the "Contract"), between the City of Santa Fe (the "City") and CF Padilla, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with work on the Nichols Dam Outlet Works Rehabilitation Project.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to add a line item for Unanticipated Cost Overruns and increase the amount of compensation by a total of one million, five hundred sixty-six thousand, five hundred thirty-two dollars and sixty cents (\$1,566,532.60), excluding applicable New Mexico Gross Receipts Tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such

compensation not to exceed seventeen million, seven hundred eighty-five thousand, five hundred seventy-nine dollars and sixty cents (\$17,785,579.60), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Item	Pre-Tax	Tax Rate	NMGRT	Total w/Tax
Base Bid	\$15,665,326.00	8.3125%	\$1,302,180.22	\$16,967,506.22
Amdt No. 1	\$553,721.00	6.8750%	\$38,068.32	\$591,789.32
Amdt No. 2	\$1,566,532.60	6.8750%	\$107,699.12	\$1,674,231.72
Total	\$17,785,579.60	-	\$1,447,947.66	\$19,233,527.26

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed \$19,233,527.26 (nineteen million, two hundred thirty-three thousand, five hundred twenty-seven dollars and twenty-six cents). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Agreement shall terminate on June 30, 2026, unless terminated pursuant to paragraph 4 (Termination), or


paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jun 27, 2024 12:15 MDT)
ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
CF Padilla, LLC


Clint Autrey (May 29, 2024 13:50 MDT)
CLINT AUTREY, VICE PRESIDENT

DATE: May 29, 2024

CRS#03268909008

Registration #235620

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 *XIV*

CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 29, 2024 13:50 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR

Item# 24-0039
Munis Contract# 32 04 4 6 1
Original Contract Item# 23-0565
SWPA/GSA/Coop/RFP/ITB #: 23/40/B

**CITY OF SANTA FE
AMENDMENT No.1 TO
3204461 Construction Contract
ITEM# 23-0565**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated September 19, 2023, between the City of Santa Fe (the "City") and CF Padilla, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide the City with work on the Nichols Dam Outlet Works Rehabilitation Project
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$553,721.00 excluding New Mexico GRT so that Article 2, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed \$17,559,295.54 (seventeen million, five hundred fifty-nine thousand ,

two hundred ninety-five dollars and fifty-four cents), inclusive New Mexico GRT, in total for the term of this Agreement.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Feb 22, 2024 10:23 MST)
ALAN WEBBER, MAYAR

DATE: Feb 22, 2024

CONTRACTOR:
CF Padilla, LLC



CONTRACTOR

Division Manager
TITLE

DATE: 1/16/24
CRS# 03268909008

Registration # 235620

ATTEST:


Gerilyn Cardenas (Feb 22, 2024 13:50 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 01/31/2024 *XIV*

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Feb 22, 2024 13:50 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K Oster (Feb 22, 2024 10:13 MST)

EMILY OSTER, FINANCE DIRECTOR

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CITY OF SANTA FE
CONSTRUCTION CONTRACT

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

RECITALS

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

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

WHEREAS, construction of this Project is scheduled for approval by the Governing Body of the City of Santa Fe at its meeting of September 13, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform all the work required by the Contract Documents for Nichols Dam Outlet Works Rehabilitation Project (Bid Number 23/40/B).

The Scope of Work consists of, but is not limited to:

- 1) Remove and stockpile downstream embankment rock facing
- 2) Excavate and stockpile a portion of the downstream Nichols Dam embankment
- 3) Demolish an approximately 120-linear foot section of the existing 5-foot diameter concrete conduit
- 4) Install a sand filter, drain gravel, toe drain system and measurement weir structure
- 5) Reconstruct the dam embankment
- 6) Replace dam embankment rock facing
- 7) Remove the piping, valves and exhaust system from the inside of the inclined intake
- 8) Concrete core 2 openings in the inclined intake, install 2 long flange spools and grout in place
- 9) Demolish existing Stop Log and Bulkhead Structure at the base of the inclined intake
- 10) Abandon 2 existing openings in the inclined intake

- 11) Install 1-24-in on the inside of the inclined intake and 2-30-in hydraulically controlled knife gates on the outside of the inclined intake
- 12) Re-line the existing 5-foot inside diameter outlet conduit with a 28-inch outside diameter Standard Dimension Ratio (SDR) 15.5 high density polyethylene (HDPE) pipe and grout in place
- 13) Construct a new section of concrete encased 28-inch SDR 15.5 HDPE pipe from the relined portion downstream to the new valve vault
- 14) Construct a concrete bulkhead at the base of the inclined intake
- 15) Construct a concrete cast-in-place valve vault near the toe of the dam
- 16) Install piping, valves with measuring devices and energy dissipation downstream from the relined conduit for Living River Flows, acequias flow requirements and emergency releases
- 17) Connect the 28-in HDPE pipe to the existing 24-in Ductile Iron Pipe (DIP) in the access road
- 18) Construct a concrete cast-in-place vault at the (CRWTP)
- 19) At the CRWTP, connect a new 24-in DIP to the existing 24-in DIP in the access road near the fence line to the vault
- 20) Install plug valve, measuring device and bypass valving in the vault
- 21) Connect the vault to the CRWTP with a 24-in DIP
- 22) Provide a VSA pre-cast concrete building near the downstream crest of the dam
- 23) Install Vacuum Swing Adsorption (VSA) equipment in the VSA pre-cast building
- 24) Design, furnish and install hydraulic power unit (HPU) to operate the 24-in and 30-in knife gates in the VSA pre-cast vault
- 25) Procure and install intake screens on inclined intake
- 26) Install air compressor and accumulator and piping in VSA building for aeration and air sparge system
- 27) Installation of six open standpipe piezometers
- 28) Subcontract with City of Santa Fe sole source contractor to install reservoir aeration system
- 29) Subcontract with City of Santa Fe sole source contractor system integrator for system integration, programming and supplying panels only firms city allows to do this work
- 30) Install 3 Phase Power from left abutment of the dam to Nichols Valve Vault and VSA Building
- 31) All other work required by the Contract Documents, Construction Drawings, and Specifications.

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

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

D. The Construction Drawings and Specifications for the Nichols Dam Outlet Works Rehabilitation Project (Bid Number 23/40/B), which are made a part of the Contract Documents, are determined to be confidential and will not be made available without an executed Non-Disclosure Agreement with the City.

E Special Provisions

- 1) SCOPE: The construction to be accomplished under this Contract shall consist of furnishing all labor, materials, equipment, tools, appliances, and appurtenances necessary for the construction work as shown on the accompanying set of Construction Drawings and as specified in the Contract Documents and Technical Specifications.
- 2) SCHEDULE: The Contractor shall schedule his work in such a manner as to allow the CRWTP to operate. A phased notice to proceed has been presented in the Procurement Term involving a phased construction plan and this plan shall be followed by the Contractor. The Contractor may submit an alternative phasing plan for approval, so long as the proposed phasing plan complies with the general intent of the original plan.
- 3) LOCATION: All of the proposed improvements are located at the Nichols Dam and CRWTP. The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are primarily inside the City Limits of Santa Fe or on land owned by the City. Portions of Upper Canyon Road are outside City limits and pass through private or Forest Service property, but access to the site will not be impacted.
- 4) REMOVAL AND DISPOSAL OF SURPLUS MATERIALS:
 - a. Surplus earth and organic matter shall be disposed of as indicated in the Drawings and Specifications or as directed by the Engineer and smoothly graded out to conform with the existing adjacent ground.
 - b. Rubbish and waste shall be disposed of off the project site by the Contractor in accordance with the local ordinances and regulations covering solid waste disposal.
 - c. No separate payment will be made for the work required by this section of the Drawings and Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered. All millings and other salvageable materials are the property of the City of Santa Fe and shall not be removed from City property without permission of the City Water Division.
- 5) ACCESS ROUTES AND CONSTRUCTION TRAFFIC REGULATIONS
Permissible access routes for construction of traffic of any sort shall be designated by the Engineer. All construction traffic shall be confined to the designated routes when

outside the immediate limits of construction. Heavy equipment shall not be permitted on the bridge over the Santa Fe River at East Alameda and Upper Canyon Road/Camino Cabra.

F. Contractor must coordinate activities with City of Santa Fe, the U.S. Forest Service (USFS), Contractor conducting work at the CRWTP, and possibly, Public Utilities of New Mexico (PNM) if their work within the access road is not completed prior to Notice to Proceed is issued.

G. Contractor shall notify the USFS of use of access route schedule. Contractor is made aware that USFS can issue fire restrictions and the project could be temporarily halted due to fire restriction and the schedule extended.

H. Contractor communication and coordination with Consultant conducting work at the CRWTP and PNM must include equipment and material staging/stockpiling, scheduling of work and use of access routes. No additional compensation will be provided for delays or other impacts resulting from the work by others. More information related to CRWTP and PNM work will be provided to the awardee.

I. Contractor is made aware that walking classroom groups from the National Audubon Society will be present on Upper Canyon Road typically up to approximately two (2) days per year and contractor's schedule of operations shall avoid any use of the road during these periods.

J. No separate payment will be made for the work required by this section of the Specifications. All costs in connection thereof shall be considered as included in other items of work for which bids are entered.

K. Construction shall be completed five hundred and eighty-seven (587) calendar days following the notice to proceed. It is anticipated multiple notices to proceed will be issued such as for Procurement, Dam Safety and Non-Dam Safety aspects of the project. The contractor must demonstrate the Dam Safety portion of the project must be started after spring runoff and completed before spring runoff in the subsequent year prior to Notice to Proceed on the Dam Safety aspects of the project. The contractor must demonstrate the construction within the CRWTP fence line will be completed without interfering with CRWTP Operations prior to issuing Notice to Proceed on the Non-Dam safety aspects of the project such that the dam is fully operational for the spring snow-melt run-off season. The Contractor shall be prepared to promptly order long lead-time items identified in the bidding documents following contract approval and Notice to Proceed to maintain this schedule.

Project: *Nichols Dam Outlet Works Rehabilitation Project ,Bid Number 23/40/B*

City Department: Public Utilities Department, Water Division

Distribution:

City _____ City of Santa Fe Water Division, John Del Mar
 Contractor _____ CF Padilla, LLC, Clayton Padilla
 Engineer _____ AECOM, John Sikora
 Architect _____ N/A

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed \$15,665,326.00 (fifteen million, six hundred sixty five thousand, three hundred twenty six dollars), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	\$15,665,326.00
Gross Receipts Tax (8.3125%)	\$1,302,180.22
<i>Base Bid (OR BID ALTERNATE A) plus NMGRT \$16,967,506.22</i>	

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), gross receipts tax and expenses, shall not exceed \$16,967,506.22 (sixteen million, nine hundred sixty seven thousand, five hundred six dollars and twenty two cents). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID

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

deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on April 22, 2025, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party, provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the

Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

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

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

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

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose

felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

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

19. Applicable Law.

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

20. Workers Compensation.

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

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

22. Other Insurance

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

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

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

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

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

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

To the City: John Del Mar
City of Santa Fe
Public Utilities Department, Water Division
801 W San Mateo Rd
Santa Fe, NM 87505
jpdeltmar@santafenm.gov

To the Contractor: Mr. Clayton Padilla
CF Padilla, LLC
341 Tribal Rd 10
Bosque Farms, NM 87068
clayton@cfpadilla.com

29. Authority.

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

30. Progress Payments.

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

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent

(100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

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

33. Schedule.

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

34. General and Special Provisions

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

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain

adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Sep 19, 2023

CONTRACTOR:

CF Padilla, LLC



NAME:

Managing member
TITLE

DATE: 9/22/2023
CRS# 03-248909-00-8
Registration # 235020

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV
GB MTG 09/13/2023

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 18 2023 17:31 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#

5050395.572970 Alt



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CF PADILLA LLC

Business Location: 62A TRIBAL RD SW
ALBUQUERQUE, NM 87105

CRS Number: 03268909008

Owner: CF PADILLA LLC

License Number: 235620

License Type: Business License - Renewable

Issued Date: August 08, 2023

Classification: Out of Jurisdiction Contractor -
General

Expiration Date: August 08, 2024

Fees Paid: \$10.00

CF PADILLA LLC
62A TRIBAL RD SW
ALBUQUERQUE, NM 87105

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Signature:

Email:

25-03-25_Amendment No. 3 GB Memo and BAR_SIGNED

Interim Agreement Report




2025-05-05

Created:	2025-05-05
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAMNq69twURb5pw1E1E_2894VtLYkJCd_D

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"25-03-25_Amendment No. 3 GB Memo and BAR_SIGNED" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-05-05 - 3:46:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to jwedwards@santafenm.gove for signature
2025-05-05 - 3:47:08 PM GMT
-  Email sent to jwedwards@santafenm.gove bounced and could not be delivered
2025-05-05 - 3:47:20 PM GMT





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 11; Page: 1 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

Policy Page: 66 of 156



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

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

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

Policy Page: 67 of 156



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 11; Page: 3 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 11; Page: 4 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6042944248

Policy Effective Date: 06/01/2024

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Security Insurance Company

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

<u>Company Name</u>	<u>Address</u>	<u>Waiver Contact</u>	<u>Job Description</u>
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Amendment No. 3 Summary

Nichols Dam Outlet Works Rehabilitation

CIP Project #33721

Contract #23-0565

Summary of Changes:

Item	Description	Contract Price Increase	Contract Times Increase:		
			Substantial Completion	Dam Safety Work Completion	Final Completion
1	Upper Cofferdam Construction	\$13,956.00	0	0	-
2	Dead Pool and Organics Earthwork	\$218,880.00	30	0	-
3	Raw Water Pipeline Removal	\$282,903.00	40	0	-
4	Additional Unanticipated Cost Overrun (10%)	\$51,573.90	0	0	-
Amendment No. 3 Subtotal		\$567,312.90	70	0	-
NM GRT (6.875%)		\$39,002.76			
Amendment No. 3 Total		\$606,315.66	70	0	-

Contract Price:

Original Contract Price	\$16,967,506.22
Increase from previously approved amendments and change orders (Amdt. No. 1 to 2; CO No. 1 to 4)	\$2,266,021.04
Contract Price prior to this amendment	\$19,233,527.26
Increase this amendment	\$606,315.66

Contract Price incorporating this amendment	\$19,839,842.92
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Contract Times:

	Substantial Completion	Dam Safety Work Completion	Final Completion
Original Contract Times	587	5/1/2025	-
Increase from previously approved amendments and change orders (Amdt. No. 1 to 2; CO No. 1 to 4)	161	0	-
Contract Times prior to this amendment	748	5/1/2025	-
Increase this amendment	70	0	-

Contract Times incorporating this amendment	818	5/1/2025	-
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Item No.	Description	Unit	Estimated Quantity	Labor Cost	Equipment	Materials, Subcontracts & Misc. Costs		Subtotal	Direct Job Labor			Equipment			Materials, Subcontracts & Misc.			Unrounded Unit Price	Un-Rounded Total Amount	
						Whic. Costs	1,200.00		Spread	Total Cost	Mark-up	Total	Spread	Total Cost	Mark-up	Total	Spread			Total Cost
1	Motor Pump and Build Upparts		1	\$ 3,948.70	\$	\$	\$	\$ 3,948.70	\$ 272.43	\$ 4,221.13	\$ 928.65	\$ 5,149.78	\$ 383.09	\$ 5,532.87	\$ 1,200.00	\$ 6,732.87	\$ 282.21	\$ 6,995.08	\$ 13,995.34	
2	In Reservoir Equipment & Cr dry		30	\$ 41,128.56	\$ 126,692.05	\$	\$	\$ 167,820.61	\$ 2,837.58	\$ 43,966.14	\$ 9,672.35	\$ 53,638.69	\$ 8,740.86	\$ 62,379.55	\$	\$ 62,379.55	\$	\$ 62,379.55	\$ 7,295.56	
3	Aequia De Llano Pumping Is		1	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Total Cost				\$ 45,077.26	\$ 132,244.65	\$ 1,200.00	\$	\$ 178,521.92	\$ 3,110.01	\$ 48,187.28	\$ 10,601.20	\$ 58,788.48	\$ 9,123.95	\$ 67,912.43	\$ 141,366.61	\$ 31,101.09	\$ 99,013.52	\$ 282.21	\$ 99,013.52	\$ 232,823.18
Direct Job Overhead Totals				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Direct Job Overhead Percentage				\$ 6.892%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Direct Job Overhead		Labor		Equipment		Materials, Subcontracts & Misc.		Overall	
Spread	Total Cost	Mark-up	Total	Spread	Total Cost	Mark-up	Total	Spread	Total
\$ 272.43	\$ 4,221.13	\$ 928.65	\$ 5,149.78	\$ 383.09	\$ 5,532.87	\$ 1,200.00	\$ 6,732.87	\$ 282.21	\$ 6,995.08
\$ 2,837.58	\$ 43,966.14	\$ 9,672.35	\$ 53,638.69	\$ 8,740.86	\$ 62,379.55	\$	\$ 62,379.55	\$	\$ 62,379.55
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
\$ 3,110.01	\$ 48,187.28	\$ 10,601.20	\$ 58,788.48	\$ 9,123.95	\$ 67,912.43	\$ 141,366.61	\$ 31,101.09	\$ 99,013.52	\$ 232,823.18
Total Labor Cost		\$ 48,187.28		Total Equipment Cost		\$ 141,366.61		Total Materials, Subcontracts & Misc. Costs	
G&A Overhead		8% \$ 3,854.98		G&A Overhead		8.00% \$ 11,209.49		G&A Overhead	
Profit		12% \$ 5,782.47		Profit		12.00% \$ 16,964.23		Profit	
Bond		2.00% \$ 953.75		Bond		2.00% \$ 2,827.37		Bond	
NM>		0% \$		NM>		0.00% \$		NM>	
T&O		0% \$		T&O		0.00% \$		T&O	
Consultation		0% \$		Consultation		0.00% \$		Consultation	
Total Labor		\$ 58,788.48		Total Equipment		\$ 172,697.76		Total Materials, Equipment & Misc.	
		\$ 232,823.18				\$ 232,823.18			



Date 3/20/2025

Rounded Unit Prices

ORGANICS CAP DAILY RATES

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	Move Pump and Build Upper Cofferdam	ls	1	\$ 13,956.34	\$ 13,956.34	\$ 13,956.00	\$ 13,956.00
2	In Reservoir Equipment & Crew	day	30	\$ 7,295.56	\$ 218,866.84	\$ 7,296.00	\$ 218,880.00
Total					\$ 232,823.18		\$ 232,836.00
NMGRT						6.875%	\$ 959.48
Total							\$ 233,795.48

Item No.	Description	Unit	Estimated Quantity	Labor Cost	Equipment	Materials, Subcontracts & Misc. Costs	Subtotal	Summary				Unrounded Unit Price	Un-Rounded Total Amount							
								Direct Job Overhead	Material	Subcontract	Other									
1	CNWT Pipeline Removal	B	1	\$ 86,137.13	\$ 116,544.77	\$ 1,750.00	\$ 206,431.90	\$ 10,671.88	\$ 96,739.01	\$ 21,186.58	\$ 118,045.59	\$ 14,618.18	\$ 133,162.96	\$ 29,235.85	\$ 162,498.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27	\$ 282,903.07
	Total Cost			\$ 86,137.13	\$ 116,544.77	\$ 1,750.00	\$ 206,431.90	\$ 10,671.88	\$ 96,739.01	\$ 21,186.58	\$ 118,045.59	\$ 14,618.18	\$ 133,162.96	\$ 29,235.85	\$ 162,498.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27	\$ 282,903.07
	Direct Job Overhead Trails																			
	Direct Job Overhead Percentage																			

Direct Job Overhead		Material		Subcontract		Other		Materials, Subcontracts & Misc. Costs		Overall	
Overhead	Spread	Overhead	Spread	Overhead	Spread	Overhead	Spread	Overhead	Spread	Overhead	Spread
\$ 10,671.88	\$ 14,618.18	\$ 118,045.59	\$ 14,618.18	\$ 96,739.01	\$ 21,186.58	\$ 118,045.59	\$ 14,618.18	\$ 133,162.96	\$ 29,235.85	\$ 162,498.81	\$ 215.80
8%	12%	8%	12%	8%	12%	8%	12%	8%	12%	8%	12%
\$ 7,740.72	\$ 11,611.08	\$ 1,951.13	\$ 2,661.26	\$ 1,951.13	\$ 2,661.26	\$ 1,951.13	\$ 2,661.26	\$ 1,951.13	\$ 2,661.26	\$ 1,951.13	\$ 2,661.26
2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
\$ 1,932.36	\$ 2,317.54	\$ 1,932.36	\$ 2,317.54	\$ 1,932.36	\$ 2,317.54	\$ 1,932.36	\$ 2,317.54	\$ 1,932.36	\$ 2,317.54	\$ 1,932.36	\$ 2,317.54
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 21,186.58	\$ 28,203.07	\$ 21,186.58	\$ 28,203.07	\$ 21,186.58	\$ 28,203.07	\$ 21,186.58	\$ 28,203.07	\$ 21,186.58	\$ 28,203.07	\$ 21,186.58	\$ 28,203.07
\$ 118,045.59	\$ 14,618.18	\$ 133,162.96	\$ 29,235.85	\$ 162,498.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27	\$ 282,903.07	\$ 51,015.31	\$ 282,903.07
\$ 96,739.01	\$ 21,186.58	\$ 118,045.59	\$ 14,618.18	\$ 133,162.96	\$ 29,235.85	\$ 162,498.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27	\$ 282,903.07
\$ 118,045.59	\$ 14,618.18	\$ 133,162.96	\$ 29,235.85	\$ 162,498.81	\$ 215.80	\$ 1,965.80	\$ 432.48	\$ 2,398.27	\$ 282,903.07	\$ 51,015.31	\$ 282,903.07

\$ 282,903.07



Date 7/30/2024

Rounded Unit Prices

CRWT PIPELINE REMOVAL

Base Bid

Item No	Item Description	Unit	Estimated Quantity	Un-Rounded Unit Price	Un-Rounded Amount	Rounded Unit Price	Rounded Amount
1	CRWT Pipeline Removal	ls	1	\$ 282,903.07	\$ 282,903.07	\$ 282,903.00	\$ 282,903.00

NMGRT

6.875% \$ 19,449.58

Total

\$ 302,352.58

40 Calendar Days Extension to Contract Time

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Security Insurance Company

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

<u>Company Name</u>	<u>Address</u>	<u>Waiver Contact</u>	<u>Job Description</u>
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Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 0099906.107 issued to CF Padilla LLC shall be valid and shall form part of said policy. The effective date of this endorsement is 06/01/2025 12:01 A.M. Mountain Standard Time.

Date Issued: 04/17/2025

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

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

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

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

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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

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

B. BROADENED LIABILITY COVERAGES

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

(Broad Form Insured)

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

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

(Employee as Insureds)

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

(Additional Insured Status by Contract, Agreement or Permit)

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

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

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

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

C. BROADENED SUPPLEMENTARY PAYMENTS

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

(Bail Bond Coverage)

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

(Loss of Earnings Coverage)

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

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

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

5. Fellow Employee

"Bodily Injury":

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

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

E. BROADENED PHYSICAL DAMAGE COVERAGES

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

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

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

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

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

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

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

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

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

(Extra Expense – Theft)

c. Theft Recovery Expense

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

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

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

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

(Personal Effects Coverage)

e. Personal Effects

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

(Personal Property of Others)

f. Personal Property of Others

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

(Locksmith Coverage)

g. Locksmith Coverage

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

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

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

(Airbag Accidental Discharge)

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

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

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

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

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

(Auto Loan/Lease Total Loss Protection)

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

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

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

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

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

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

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

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

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

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

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

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

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

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

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

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

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

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

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

(2) Limit of Insurance For This Section

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

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

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

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

(4) Definitions For This Section

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

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

(Mental Anguish)

M. MENTAL ANGUISH

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

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

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

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

1. **Extended Property Damage**

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

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

2. **Expanded Fire Legal Liability**

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

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

3. **Non-Owned Watercraft**

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

(a) Less than 51 feet long;

4. **Property Damage – Borrowed Equipment**

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

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

5. **Property Damage Liability – Elevators**

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

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

B. The following coverages are added:

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

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

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

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

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

j. Damage to Property

"Property damage" to:

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

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

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

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

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

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

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

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

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

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

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

2. Exclusions

This insurance does not apply to:

p. Electronic data

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

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

- b. "Property damage" means:

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

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

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

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. Insuring Agreement

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

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

b. Exclusions

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

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

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

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

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

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

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

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

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

3. Loss of Earnings

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

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

4. The following language is added to Item 1.

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

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

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

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

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

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

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

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

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

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

6. Additional Insured - Vendors

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

However:

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

8. Additional Insured – Managers or Lessors of Premises

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

This insurance does not apply to:

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

However:

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

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

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

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

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

10. Additional Insured- Employee Injury to Another Employee

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

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

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

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

SECTION III - LIMITS OF INSURANCE

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

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

B. The following are added:

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

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

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

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

10. Aggregate Limits of Insurance (Per Location)

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

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

11. Aggregate Limits of Insurance (Per Project)

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

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

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

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

Whichever is less.

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

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

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

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

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

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

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

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

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

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

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

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

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

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

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

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

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

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

B. The following are added:

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

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

11. Blanket Waiver Of Subrogation

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

12. Liberalization

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

13. Unintentional Failure to Disclose All Hazards

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

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

In event of a "product recall", you must

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

SECTION V – DEFINITIONS

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

f.(1) Equipment designed primarily for:

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

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Terms and provisions of this endorsement shall supercede any inconsistent language in any other coverage form

1. **Section II – Who Is An Insured** is amended to include as an additional insured:

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

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance** :

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

3. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"**Written Contract**" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- a. Is currently in effect or becoming effective during the term of this policy; and
- b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

Signature: *Taylor Jurgens*

Email: trjurgens@santafenm.gov












CM_CF Padilla, LLC

Final Audit Report

2026-05-22

Created:	2026-05-20
By:	AP (aeperez@santafenm.gov)
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Signature: *Erika Quintana*

Email: efquintana@santafenm.gov