



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Sunland Asphalt & Construction, LLC**, a Delaware limited liability company ("Contractor"), collectively (the "Parties"), to be effective for all purposes June 11, 2025 ("Effective Date").

**WHEREAS**, County is in need of On-Call Services for Roadway Repair and Construction for Public Works Traffic and Streets Division ("Facility"); and

**WHEREAS**, Section 31-3(b)(4) of Code of Ordinances allows procurement of services and construction with a person who has a contract with the State of New Mexico or any other entity, purchasing for the services or construction meeting the same standard and specifications of the services and construction needed by County; and

**WHEREAS**, Contractor is a party to Price Agreement No. 2023-08-C319-ALL (the Highland Enterprises, Inc. agreement) with the Cooperative Education Services (CES) ("Price Agreement"); CES is a cooperative procurement agency created by a Joint Powers Agreement as authorized by NMSA 1978, Section 11-1-1, et. seq., which has competitively bid a price agreement for on-call paving and site work, which meets the same standard and specifications as the services and construction needed by County; and

**WHEREAS**, County is a Participating Entity (PE) in the CES Cooperative Purchasing Agreement; and as a PE, County has agreed to the following CES cooperative procurement processes; and

**WHEREAS**, the CES Cooperative Purchasing Agreement requires County to issue a purchase order directly to CES, and CES shall issue a purchase order to Contractor. Upon satisfactory completion of the Project and obligations under this Agreement, Contractor shall invoice CES for payment. Thereafter, upon County's receipt of an invoice from CES and satisfactory completion of the Project and obligations by Contractor as defined herein, County shall pay compensation to CES, who then pays Contractor; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 10, 2025; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

### **SECTION A. SERVICES:**

#### **1. General.**

- a. Contractor shall supply on-call construction, installation, maintenance, and replacement work to the County on an as-needed basis (hereafter "Services") at the prices listed in Compensation Rate Schedule, attached hereto as Exhibit A, and made a part hereof for

all purposes. County reserves the right, at its sole discretion, to separately quote or bid any construction project pursuant to the provisions of this Agreement. Contractor shall supply all materials, and specialty rental equipment.

- b. All work performed under this Agreement shall conform to the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current editions), which are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html>.
- c. Contractor shall ensure that the products used in conjunction with this Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project.
- d. Contractor shall provide competent supervision and skilled personnel to perform all work covered by this Agreement.
- e. Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.
- f. Mobilization shall be in conformance with the rates in Exhibit A and shall include a per mile basis in addition to a per service mobilization charge. Mileage shall be measured and paid from the point extending beyond thirty (30) miles from the city center of Santa Fe to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment shall be for whichever distance is less. No payment shall be made for the Contractor's return to their designated base station. County's Traffic and Streets Manager or their designee shall approve the distance used for payment and their decision shall be final.
- g. Hauling of material shall be billed on a per-ton basis in conformance with the rates in Exhibit A. County's Traffic and Streets Manager or their designee shall approve the distance and time used for payment and their decision shall be final. Mobilization fees for hauling shall be billed in conformance with the rates in Exhibit A.
- h. Projects requiring traffic control must conform to the Manual of Uniform Traffic Control Devices and must be approved by Los Alamos County Traffic Division staff prior to work commencing. If a single traffic control plan can be used for multiple areas, the County may approve this practice. If appropriate and acceptable, the traffic control plan should list each area covered by the single plan that applies. Traffic permit fees shall be waived by the County, for County projects.
- i. Contractor shall furnish a performance guarantee for full-depth asphalt for one (1) year. Required maintenance to keep the guarantee valid must be described by Contractor. For all other work, Contractor shall furnish to County a one (1) year warranty for workmanship after initial acceptance. If warranties are called for in the specifications or given by the manufacturer in excess of one (1) year, all defects shall be corrected as stated previously for the warranty period.

## **2. Task Order Process**

- a. All Services shall be performed by Task Order. County will generally provide at least two (2) business days' notice, to alert and request Contractor to perform the Services required under any Task Order. Task Orders shall be scheduled for work around a regular five (5) day work week, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written Request for Quote(s). Each written Request for Quote(s) shall identify the work and Services to be performed and a timeline for completion. A written Request for a Quote(s) may be as detailed or may include plans and specifications for the

purpose of defining the specific Scope of Services within a Task Order, as County finds necessary to assure appropriate oversight of the Services to be performed.

- c. Upon the County's issuance of a written Request for Quote(s), Contractor shall provide a written, itemized quote for the task(s), work, and/or Services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Services. Costs shall conform to the rates described in Exhibit A, Compensation Rate Schedule, as a fixed price. Any proposed progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by County's Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to the awarded Task Order and not compensable. A sample Task Order is provided in Exhibit B, attached hereto, and made a part hereof for all purposes.
- d. If Contractor's Quote is signed by Contractor and acceptable to County, County's Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin Services only upon receipt of the Approved Task Order.
- e. The Approved Task Order shall be adjusted only upon the written agreement of the County after a finding that a change to the Approved Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the Services in the first instance, shall not be a justification for modifying the Approved Task Order. Modifications to the maximum amount for the Approved Task Order must be agreed upon by County prior to Contractor continuing the performance of Services. Amended Task Orders shall be identified with letters following the Task Order number, i. e. (TO1A, TO1B, etc.). In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum aggregate amount of compensation set forth herein unless modified in writing and mutually agreed upon by the Parties. Unanticipated events shall not necessarily form the basis for additional compensation to Contractor.
- f. Contractor shall take any and all actions to timely complete the Services agreed to in the Approved Task Order.
- g. This Agreement shall not provide Contractor with a guarantee that County will accept Contractor's Quotes or award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any project. County's issuance of a written Request for Quote(s) is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quote(s) as needed.

### **3. Pay of Prevailing Wages and Bond Requirements**

- a. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and inform the Contractor prior to the preparation of the Task Order.
- b. Contract Performance Bonds and Payment Bonds: When an individual Task Order is awarded in excess of the state prevailing wage threshold, the following bonds or security shall be delivered to the County and shall become binding on the Parties upon the execution of the individual Task Order. A sample Performance Bond and Payment Bond are attached hereto as Exhibit C, and made a part hereof for all purposes:
  - i. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred (100%) percent of the price specified in the individual Task Order; and

- ii. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, 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 individual Task Order. The bond shall be in an amount equal to one hundred (100%) percent of the price specified in the individual Task Order.

**SECTION B. TERM:** The term of this Agreement shall commence June 11, 2025, and shall continue through December 31, 2025, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation:**

- a. County shall pay compensation for performance of the Services in accordance with the Compensation Rate Schedule set out in Exhibit A. Compensation for this Agreement and all Task Orders under this Agreement shall not exceed a combined total of ONE MILLION DOLLARS (\$1,000,000.00) over the entire Term of this Agreement and which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT).
- b. There shall be no reimbursable expenses (i.e., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement except as expressly provided for in Exhibit A.

**2. Compensation shall be paid in accordance with the following:**

- a. In accordance with the CES Cooperative Purchase Agreement, County shall issue a purchase order directly to CES.
- b. For each Approved Task Order, Contractor shall submit an itemized invoice to County's Project Manager showing the amount of compensation due, amount of any NMGRT, and total amount payable for each Task Order, prior to submitting the invoice to CES. Itemized invoices shall be submitted at the completion of Task Order's unless the Traffic and Street Manager or their designee specifies differently in writing to the Contractor.

**3. Contractor shall invoice CES in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) exclusive of NMGRT over the Term of this Agreement, at the rates identified in Exhibit A. Upon County's receipt of an invoice from CES and satisfactory completion of a Task Order, and obligations by Contractor as defined herein, County shall pay compensation to CES in the amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) exclusive of NMGRT, at the rates identified in Exhibit A.**

**4. Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the Term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section C(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement and any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables involving intellectual property rights, if any, required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the Term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the Services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the Term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both

County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION U. TERMINATION:**

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated

by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Traffic and Streets Manager  
Incorporated County of Los Alamos  
101 Camino Entrada, Building 1  
Los Alamos, New Mexico 87544

E-mail: [daniel.blea@lacnm.us](mailto:daniel.blea@lacnm.us)

Contractor:

Marty Saavedra, Division Manager  
Sunland Asphalt & Construction LLC.  
5204 2<sup>nd</sup> Street NW  
Albuquerque, New Mexico 87107

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

E-mail: [~attorney@lacnm.us](mailto:~attorney@lacnm.us)

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein, and expresses the entire agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit D. Contractor must submit this form with this Agreement, if applicable.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.



**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**SECTION AD. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit E. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
COUNTY CLERK

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
COUNTY MANAGER

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
COUNTY ATTORNEY

**SUNLAND ASPHALT & CONSTRUCTION, LLC, A  
DELAWARE LIMITED LIABILITY COMPANY**

BY: \_\_\_\_\_  
**MARTY SAAVEDRA** **DATE**  
DIVISION MANAGER – NEW MEXICO

**Exhibit A**  
**Compensation Rate Schedule**  
**AGR25-976**

| Product Name                                       | Product Description  | Unit Of Measure | All Regions | Region 2 |
|--|--|-----------------|-------------|----------|
| Offeror Markup to Line Item Cost                   | Line Item Costing - percent of overhead and profit markup added to your cost to include all related items listed in the General, Labor, Travel categories below that are applicable, to determine the Line Item Price  | Percent         | 25 %        | 25 %     |
| Discount from Line Item Pricing                    | Line Item Price - percent of discount from the Line Item Pricing tasks offered to CES  | Percent         | 1 %         | 1 %      |
| Volume Discount from Line Item Pricing             | Line Item Price - percent discount from the Line Item Pricing tasks offered to CES.  | Percent         | 1 %         | 1 %      |
| Offeror's Support for CES Pricing                  | Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price offered.   | Percent         | 2 %         | 2 %      |
| Performance & Payment Bond Cost                    | This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%). | Percent         | 2 %         | 2 %      |
| Construction Permits                               | Provide general permit costs, Percent.<br>If pass-through charge to CES enter "0".   | Percent         | 2 %         | 2 %      |
| Rates for repairs                                  | Provide general repair costs. Percent discount offered to CES.   | Percent         | 1 %         | 1 %      |
| Restock Fees if Applicable (Not higher than 15%)   | Provide percentage cost for restocking. (If applicable)  | Percent         | 15 %        | 15 %     |
| Project Professional Design/Development Consultant | If required, average cost per hour to provide surveying, evaluating, consulting, designing and developing proposed solutions If pass-through charge to CES enter "0"   | Percent         | 50 %        | 50 %     |
| Certified Installer - not licensed                 | If required, provide an Installer not licensed but is certified by the manufacturer to install the manufacturer products.  | Percent         | 40 %        | 40 %     |
| Tradesman licensed and/or certified                | If required, provide a licensed and/or certified Tradesman to perform specialized work related to a project. Not requiring State of Davis Bacon Wage Rates - cost per hour   | cost            | \$ 65       | \$ 65    |
| General Labor not licensed or certified            | If required, provide non-licensed or certified General Labor to perform specialized work capable to assist the installer and performs various tasks related to a project. Not requiring State of Davis Bacon Wage Rates -cost per hour   | cost            | \$ 45       | \$ 45    |
| Tradesman licensed and/or certified                | If required, provide a licensed and/or certified Tradesman to perform specialized work related to a project. For projects requiring State or Davis Bacon Wage Rates - cost per hour.   | cost            | \$ 70       | \$ 70    |

|   |   |                        |                    |                 |
|---|---|------------------------|--------------------|-----------------|
| General Labor not licensed or certified | If required, provide non-licensed or certified General Labor to perform specialized work capable to assist the installer and performs various tasks related to a project. For projects requiring State of Davis Bacaon Wage Rates cost per hour | cost                   | \$ 50              | \$ 50           |
| Per diem rate                           | Per diem rate - meals and lodging per 24 hour period (day)  | cost                   | \$ 150             | \$ 150          |
| <b>Product Name</b>                     | <b>Product Description</b>  | <b>Unit Of Measure</b> | <b>All Regions</b> | <b>Region 2</b> |
| Mileage rate                            | Mileage rate for company-owned vehicles - use State of NM rates (car/medium duty truck) cost per mile   | cost                   | \$ 5               | \$ 5            |
| Travel time round trip                  | Travel time round trip outside 50 mile radius from home location to region worksite for project not requiring State or Federal Wage Rates - percent of regular time   | Percent                | 10 %               | 10 %            |
| Travel time round trip                  | Travel time round trip outside 50 mile radius from home location to region worksite for project not requiring State or Federal Wage Rates - percent of over time  | Percent                | 25 %               | 25 %            |
| Travel or Drive Rate                    | Per man, if applicable. Note: Mobilization rates will be priced out separately on the Line Item Price Schedules per Task  | Percent                | 15 %               | 15 %            |
| Asphalt Saw Cutting                     | Mobilization Charge from City Center  | cost                   | \$                 | \$ 215          |
| Asphalt Saw Cutting                     | 500 Linear feet time 3 inch thickness - cost per inch   | cost                   | \$ 0.70            | \$ 0.70         |
| Concrete Saw Cutting                    | Mobilization Charge from City Center  | cost                   | \$ 260             | \$ 260          |
| Concrete Saw Cutting                    | 600 Linear feet time 3 inch thickness - cost per inch   | cost                   | \$ 0.85            | \$ 0.85         |
| Demo/Haul Asphalt, Dirt Etc.            | Mobilization Charge from City Center  | cost                   | \$                 | \$ 4750         |
| Demo/Haul Asphalt, Dirt Etc.            | 1000 Cubic Yards of material - cost per cubic yard  | cost                   | \$                 | \$ 100          |
| Fine Grade Area                         | Mobilization Charge from City Center  | cost                   | \$                 | \$ 3500         |
| Fine Grade Area                         | 1560 Cubic Yards of material - cost per cubic yard  | cost                   | \$                 | \$ 3.05         |
| Grade/Place ABC                         | Mobilization Charge from City Center  | cost                   | \$                 | \$ 3500         |
| Grade/Place ABC                         | 75600 Charge per square foot times thickness in inches of ABC (over 90000 square feet) - cost per square foot   | cost                   | \$                 | \$ 3.75         |
| Asphalt Concrete Overlay                | Mobilization Charge from City Center  | cost                   | \$                 | \$ 1750         |
| Asphalt Concrete Overlay                | 1560 Square feet, 3 inch depth - cost per inch  | cost                   | \$                 | \$ 6.40         |
| Water/Sewer Cover Adjustment            | Mobilization Charge from City Center  | cost                   | \$                 | \$3531.25       |
| Water/Sewer Cover Adjustment            | 7 each per unit - cost per unit   | cost                   | \$                 | \$ 700          |
| Concrete Curb and Gutter                | Mobilization Charge from City Center  | cost                   | \$                 | \$4312.50       |
| Concrete Curb and Gutter                | 964 Linear feet, 18" high - cost per linear foot  | cost                   | \$                 | \$ 62.50        |

|                          |  |      |         |           |
|--------------------------|--|------|---------|-----------|
| Concrete Curb and Gutter | Manhole - cost for each  | cost | \$      | \$2156.25 |
| Concrete Curb and Gutter | Storm Drain - cost for each  | cost | \$      | \$2156.25 |
| Concrete Flatwork        | 2016 Square feet, 6 inches thick - cost per square foot            | cost | \$      | \$ 19.38  |
| Striping                 | Mobilization Charge from City Center                               | cost | \$      | \$ 625    |
| Striping                 | 1360 Linear feet, 4 inch line, (new layout) - cost per linear foot | cost | \$ 1.10 | \$ 1.10   |
| Striping                 | 582 Linear feet curb (top and face) - cost per linear foot         | cost | \$ 2    | \$ 2      |

| CES Product Number           | Work Item   | Region 2 City Center: Santa Fe |
|------------------------------|---|--------------------------------|
| Asphalt Saw Cutting          | Mobilization Charge From City Center  | \$ 215.00                      |
| Asphalt Saw Cutting          | 500 Linear Feet Times 3 Inch Thickness - Cost Per Inch  | \$ 0.70                        |
| Concrete Saw Cutting         | Mobilization Charge From City Center  | \$ 260.00                      |
| Concrete Saw Cutting         | 600 Linear Feet Times 3 Inch Thickness - Cost Per Inch  | \$ 0.85                        |
| Demo/Haul Asphalt, Dirt Etc. | Mobilization Charge From City Center  | \$ 4,750.00                    |
| Demo/Haul Asphalt, Dirt Etc. | 1000 Cubic Yards Of Material - Cost Per Cubic Yard  | \$ 100.00                      |
| Fine Grade Area              | Mobilization Charge From City Center  | \$ 3,500.00                    |
| Fine Grade Area              | 1560 Cubic Yards of material - cost per cubic yard  | \$ 3.05                        |
| Grade/Place ABC              | Mobilization Charge From City Center  | \$ 3,500.00                    |
| Grade/Place ABC              | 75600 Charge Per Square Foot Times Thickness In Inches Of ABC (over 90000 Square Feet) - Cost Per Square Foot | \$ 3,775.00                    |
| Asphalt Concrete Overlay     | Mobilization Charge From City Center  | \$ 1,750.00                    |
| Asphalt Concrete Overlay     | 1560 Square Feet, 3 Inch Depth - Cost Per Inch  | \$ 0.60                        |
| Water/Sewer Cover Adjustment | Mobilization Charge From City Center  | \$ 3,531.25                    |
| Water/Sewer Cover Adjustment | 7 Each Per Unit - Cost Per Unit   | \$ 700.00                      |
| Concrete Curb And Gutter     | Mobilization Charge From City Center  | \$ 4,312.50                    |
| Concrete Curb And Gutter     | 964 Linear Feet, 18" High - Cost Per Linear Foot  | \$ 62.50                       |
| Concrete Manhole             | Manhole - Cost For Each   | \$ 2,156.25                    |
| Concrete Storm Drain         | Storm Drain - Cost For Each   | \$ 2,156.25                    |
| Concrete Flatwork            | 2,016 Square Feet, 6 Inches Thick - Cost Per Square Foot  | \$ 19.38                       |
| Striping                     | Mobilization Charge From City Center  | \$ 625.00                      |
| Striping                     | 1360 Linear Feet, 4 Inch Line, (new Layout) - Cost Per Linear Foot  | \$ 1.10                        |

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| Striping       | 582 Linear Feet Curb (top And Face) -<br>Cost Per Linear Foot  | \$ 2.00     |
| <b>BOOK 2</b>  |  |             |
| <b>PATCH</b>   | <b>ASPHALT SURFACE PATCH</b>   |             |
| PATCH-01       | Asphalt Surface Patch Mobilization<br>Charge - Within 30 Mile Radius Of City<br>Center.  | \$ 925.00   |
| PATCH-02       | Asphalt Surface Patch Mobilization<br>Charge - Charge Per Mile Beyond 30<br>Mile Radius Of City Center.                              | \$ 12.20    |
| PATCH-03       | Asphalt Surface Patch Charge Per<br>Square Foot.   | \$ 5.30     |
| PATCH-04       | Asphalt Surface Patch Additional<br>Charge Per Square Foot, Per Mile<br>Beyond 30 Mile Radius Of City Center.                        | \$ 0.05     |
| PATCH-05       | Asphalt Surface Patch Charge Per<br>Square Foot (over 10,000 Sq Ft).   | \$ 3.05     |
| PATCH-06       | Asphalt Surface Patch Additional<br>Charge Per Square Foot (over 10,000<br>Sq Ft), Per Mile Beyond 30 Mile Radius<br>Of City Center. | \$ 0.04     |
| <b>SBUMP</b>   | <b>ASPHALT SPEED BUMPS</b>   |             |
| SBUMP-01       | Asphalt Speed Bumps Mobilization<br>Charge - Within 30 Mile Radius Of City<br>Center.  | \$ 1,100.00 |
| SBUMP-02       | Asphalt Speed Bumps Mobilization<br>Charge - Charge Per Mile Beyond 30<br>Mile Radius Of City Center.                                | \$ 12.20    |
| SBUMP-03       | Asphalt Speed Bumps Speed Bumps,<br>Charge Per Each For Standard Size Of<br>1 1/2' X 24'.  | \$ 925.00   |
| SBUMP-04       | Asphalt Speed Bumps Additional<br>Charge Per Standard Sized Speed<br>Bump, Per Mile Beyond 30 Mile Radius<br>Of City Center.         | \$ 4.40     |
| <b>SHUMP</b>   | <b>ASPHALT SPEED HUMPS</b>   |             |
| SHUMP-01       | Asphalt Speed Bumps Mobilization<br>Charge - Within 30 Mile Radius Of City<br>Center.  | \$ 625.00   |
| SHUMP-02       | Asphalt Speed Bumps Mobilization<br>Charge - Charge Per Mile Beyond 30<br>Mile Radius Of City Center.                                | \$ 12.20    |
| SHUMP-03       | Asphalt Speed Humps Charge Per<br>Square Foot.   | \$ 1,750.00 |
| SHUMP-04       | Asphalt Speed Humps Additional<br>Charge Per Square Foot, Per Mile<br>Beyond 30 Mile Radius Of City Center.                          | \$ 4.40     |
| <b>R&amp;R</b> | <b>ASPHALT REMOVE/REPLACE</b>  |             |
| R&R-01         | Asphalt Remove Replace Mobilization<br>Charge - Within 30 Mile Radius Of City<br>Center.   | \$ 2,000.00 |
| R&R-02         | Asphalt Remove Replace Mobilization<br>Charge - Charge Per Mile Beyond 30<br>Mile Radius Of City Center.                             | \$ 18.00    |

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|----------------|---|-------------|
| R&R-03         | Asphalt Remove Replace Charge Per Square Foot 2 Inch Depth.   | \$ 6.60     |
| R&R-04         | Asphalt Remove Replace Additional Charge Per Square Foot 2 Inch Depth, Per Mile Beyond 30 Mile Radius Of City Center.                     | \$ 0.04     |
| R&R-05         | Asphalt Remove Replace Charge Per Square Foot 2 Inch Depth (over 10,000 Sq Ft).   | \$ 4.25     |
| R&R-06         | Asphalt Remove Replace Additional Charge Per Square Foot 2 Inch Depth (over 10,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center. | \$ 0.02     |
| R&R-07         | Asphalt Remove Replace Charge Per Square Foot 3 Inch Depth.   | \$ 8.55     |
| R&R-08         | Asphalt Remove Replace Additional Charge Per Square Foot 3 Inch Depth, Per Mile Beyond 30 Mile Radius Of City Center.                     | \$ 0.05     |
| R&R-09         | Asphalt Remove Replace Charge Per Square Foot 3 Inch Depth (over 10,000 Sq Ft).   | \$ 4.70     |
| R&R-10         | Asphalt Remove Replace Additional Charge Per Square Foot 3 Inch Depth (over 10,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center. | \$ 0.02     |
| R&R-11         | Asphalt Remove Replace Charge Per Square Foot 4 Inch Depth(2 Lifts).  | \$ 10.75    |
| R&R-12         | Asphalt Remove Replace Additional Charge Per Square Foot 4 Inch Depth(2 Lifts), Per Mile Beyond 30 Mile Radius Of City Center.            | \$ 0.06     |
| R&R-13         | Asphalt Remove Replace Charge Per Square Foot 4 Inch Depth (over 10,000 Sq Ft)(2 Lifts).  | \$ 6.25     |
| R&R-14         | Asphalt Remove Replace Additional Charge Per Square Foot 4 Inch Depth (over 10,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center. | \$ 0.02     |
| <b>OVERLAY</b> | <b>ASPHALT CONCRETE OVERLAY</b>   |             |
| OVERLAY-01     | Asphalt Concrete Overlay Mobilization Charge - Within 30 Mile Radius Of City Center.  | \$ 1,750.00 |
| OVERLAY-02     | Asphalt Concrete Overlay Mobilization Charge - Charge Per Mile Beyond 30 Mile Radius Of City Center.                                      | \$ 20.00    |
| OVERLAY-03     | Asphalt Concrete Overlay Charge Per Square Foot 1 1/2 Inch Depth.   | \$ 2.55     |
| OVERLAY-04     | Asphalt Concrete Overlay Additional Charge Per Square Foot 1 1/2 Inch Depth, Per Mile Beyond 30 Mile Radius Of City Center.               | \$ 0.01     |
| OVERLAY-05     | Asphalt Concrete Overlay Charge Per Square Foot 1 1/2 Inch Depth (over 50,000 Sq Ft).   | \$ 1.80     |

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| OVERLAY-06    | Asphalt Concrete Overlay Additional Charge Per Square Foot 1 1/2 Inch Depth (over 50,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center. | \$ 0.01   |
| OVERLAY-07    | Asphalt Concrete Overlay Charge Per Square Foot 2 Inch Depth  | \$ 2.90   |
| OVERLAY-08    | Asphalt Concrete Overlay Additional Charge Per Square Foot 2 Inch Depth, Per Mile Beyond 30 Mile Radius Of City Center.                         | \$ 0.01   |
| OVERLAY-09    | Asphalt Concrete Overlay Charge Per Square Foot 2 Inch Depth (over 50,000 Sq Ft).   | \$ 2.30   |
| OVERLAY-10    | Asphalt Concrete Overlay Additional Charge Per Square Foot 2 Inch Depth (over 50,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center.     | \$ 0.01   |
| OVERLAY-11    | Asphalt Concrete Overlay Charge Per Square Foot 3 Inch Depth  | \$ 4.05   |
| OVERLAY-12    | Asphalt Concrete Overlay Additional Charge Per Square Foot 3 Inch Depth, Per Mile Beyond 30 Mile Radius Of City Center.                         | \$ 0.01   |
| OVERLAY-13    | Asphalt Concrete Overlay Charge Per Square Foot 3 Inch Depth (over 50,000 Sq Ft)  | \$ 3.20   |
| OVERLAY-14    | Asphalt Concrete Overlay Additional Charge Per Square Foot 3 Inch Depth (over 50,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center.     | \$ 0.01   |
| OVERLAY-14a   | Asphalt Concrete Overlay Charge Per Square Foot 3 Inch Depth (over 250,000 Sq Ft)   | \$ 3.05   |
| OVERLAY-14b   | Asphalt Concrete Overlay Additional Charge Per Square Foot 3 Inch Depth (over 250,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center.    | \$ 0.01   |
| OVERLAY-15    | Asphalt Concrete Overlay Charge Per Square Foot 4 Inch Depth  | \$ 5.10   |
| OVERLAY-16    | Asphalt Concrete Overlay Additional Charge Per Square Foot 4 Inch Depth, Per Mile Beyond 30 Mile Radius Of City Center.                         | \$ 0.01   |
| OVERLAY-17    | Asphalt Concrete Overlay Charge Per Square Foot 4 Inch Depth (over 50,000 Sq Ft).   | \$ 4.25   |
| OVERLAY-18    | Asphalt Concrete Overlay Additional Charge Per Square Foot 4 Inch Depth (over 50,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center.     | \$ 0.01   |
| <b>ASPSAW</b> | <b>ASPHALT SAWCUTTING</b>   |           |
| ASPSAW-01     | Asphalt Saw cutting Mobilization Charge.  | \$ 215.00 |
| ASPSAW-02     | Asphalt Saw cutting Charge Per Linear Foot Times Thickness In Inches.   | \$ 0.70   |

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|---------------|--|-----------|
| <b>CSAW</b>   | <b>CONCRETE SAWCUTTING</b>   |           |
| CSAW-01       | Concrete Saw cutting Mobilization Charge.  | \$ 260.00 |
| CSAW-02       | Concrete Saw cutting Charge Per Linear Foot Times Thickness In Inches.   | \$ 0.85   |
| <b>CRACK</b>  | <b>HOT RUBBER CRACKFILL</b>  |           |
| CRACK-01      | Hot Rubber Crackfill Mobilization Charge - Within 30 Mile Radius Of City Center.   | \$ 775.00 |
| CRACK-02      | Hot Rubber Crackfill Mobilization Charge - Charge Per Mile Beyond 30 Mile Radius Of City Center.   | \$ 10.50  |
| CRACK-03      | Hot Rubber Crackfill Charge Per Gallon Used.   | \$ 30.00  |
| CRACK-04      | Hot Rubber Crackfill Crackfill Cleaning Per Gallon Used ; Add If No Sealing / Slurry.  | \$ 5.75   |
| <b>SEALER</b> | <b>ASPHALT EMULSION SEALER (SPRAY APPLIED)</b>   |           |
| SEALER-01     | Asphalt Emulsion Sealer Spray Applied Mobilization Charge - Within 30 Mile Radius Of City Center.  | \$ 900.00 |
| SEALER-02     | Asphalt Emulsion Sealer Spray Applied Mobilization Charge - Charge Per Mile Beyond 30 Mile Radius Of City Center.                            | \$ 12.00  |
| SEALER-03     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 1st Coat.   | \$ 0.13   |
| SEALER-04     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 2nd Coat (add To 1st Coat Above).   | \$ 0.06   |
| SEALER-05     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 1st Coat (over 50,000 Sq Ft).   | \$ 0.11   |
| SEALER-06     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 2nd Coat (over 50,000 Sq Ft).   | \$ 0.06   |
| SEALER-07     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 1st Coat (over 100,000 Sq Ft).  | \$ 0.11   |
| SEALER-08     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 2nd Coat (over 100,000 Sq Ft).  | \$ 0.06   |
| SEALER-09     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 1st Coat (over 250,000 Sq Ft).  | \$ 0.11   |
| SEALER-10     | Asphalt Emulsion Sealer Spray Applied Charge Per Square Foot For 2nd Coat (over 250,000 Sq Ft).  | \$ 0.06   |
| SEALER-11     | Asphalt Emulsion Sealer Spray Applied Additional Charge Per Square Foot (over 250,000 Sq Ft), Per Mile Beyond 30 Mile Radius Of City Center. | \$ 0.01   |



| <b>SLURRY2</b> | <b>TYPE II CATIONIC SLURRY SEAL -<br/>MINIMUM PROJECT SIZE OF 10,000<br/>SF</b>   |              |
|----------------|---|--------------|
| SLURRY2-01     | Type II Cationic Slurry Seal Mobilization Charge - Within 30 Mile Radius Of City Center.  | \$ 11,013.75 |
| SLURRY2-02     | Type II Cationic Slurry Seal Mobilization Charge - Charge Per Mile Beyond 30 Mile Radius Of City Center.  | \$ 81.25     |
| SLURRY2-03     | Type II Cationic Slurry Seal Charge For First 10,000 Sq Ft Of Project (includes Mobilization Charge).   | \$ 1.11      |
| SLURRY2-04     | Type II Cationic Slurry Seal Charge For First 10,000 Sq Ft Of Project - Charge Per Mile Beyond 30 Mile Radius Of City Center (includes Mobilization Charge).  | \$ 41.25     |
| SLURRY2-05     | Type II Cationic Slurry Seal Charge Per Square Foot For Total Project Size Between 10,001-50,000 Sq Ft (applied After First 10,000 Sq Ft Of Project).   | \$ 0.81      |
| SLURRY2-06     | Type II Cationic Slurry Seal Charge Per Square Foot For Total Project Size Between 10,001-50,000 Sq Ft - Charge Per Mile Beyond 30 Mile Radius Of City Center (applied After First 10,000 Sq Ft Of Project).  | \$ 12.50     |
| SLURRY2-07     | Type II Cationic Slurry Seal Charge Per Square Foot For Total Project Size Between 50,001-100,000 Sq Ft (applied After First 50,000 Sq Ft Of Project).  | \$ 0.81      |
| SLURRY2-08     | Type II Cationic Slurry Seal Charge Per Square Foot For Total Project Size Between 50,001-100,000 Sq Ft - Charge Per Mile Beyond 30 Mile Radius Of City Center (applied After First 50,000 Sq Ft Of Project). | \$ 12.50     |
| SLURRY2-09     | Type II Cationic Slurry Seal Charge Per Square Foot For Total Project Size Over 100,000 Sq Ft (applied After First 50,000 Sq Ft Of Project).  | \$ 0.60      |
| SLURRY2-10     | Type II Cationic Slurry Seal Charge Per Square Foot For Total Project Size Over 100,000 Sq Ft - Charge Per Mile Beyond 30 Mile Radius Of City Center (applied After First 50,000 Sq Ft Of Project).           | \$ 12.50     |
| <b>MICRO2</b>  | <b>TYPE II MODIFIED MICRO SEAL -<br/>MINIMUM PROJECT SIZE OF 50,000<br/>SQ YD (22.5 lbs. sand per SY &amp; 12%<br/>oil content per ton/non-continuous<br/>feed)</b>   |              |
| MICRO2-01      | TYPE II MODIFIED MICRO SEAL Mobilization Charge - Within 30 Mile Radius Of City Center.   | \$ 11,013.75 |

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| MICRO2-02        | TYPE II MODIFIED MICRO SEAL<br>Mobilization Charge - Charge Per Mile<br>Beyond 30 Mile Radius Of City Center. | \$ 41.25  |
| MICRO2-03        | TYPE II MODIFIED MICRO SEAL<br>Charge Per SY - Minimum Of 50,000 Sq<br>Yd Per Project.                        | \$ 5.40   |
| MICRO2-04        | TYPE II MODIFIED MICRO SEAL<br>Charge Per SY - Charge Per Mile<br>Beyond 30 Mile Radius Of City Center        | \$ 0.20   |
| <b>STRIPING</b>  | <b>STRIPING</b>   |           |
| SPRIPING-01      | Stripping Mobilization Charge - Within<br>30 Mile Radius Of City Center.                                      | \$ 625.00 |
| SPRIPING-02      | Stripping Mobilization Charge - Charge<br>Per Mile Beyond 30 Mile Radius Of City<br>Center.                   | \$ 8.50   |
| SPRIPING-03      | Stripping 4" Line, Charge Per Linear<br>Foot (restripe).  | \$ 0.50   |
| SPRIPING-04      | Stripping 4" Line, Charge Per Linear<br>Foot (new Layout).  | \$ 1.10   |
| SPRIPING-05      | Stripping 4" Line, Charge Per Linear<br>Foot (hash-out).  | \$ 1.10   |
| SPRIPING-06      | Stripping Curb (top And Face), Charge<br>Per Linear Foot.   | \$ 2.00   |
| SPRIPING-07      | Handicap stencils, charge per each  | \$ 55.00  |
| SPRIPING-08      | Arrows, charge per each   | \$ 30.00  |
| SPRIPING-09      | 4 inch numbers/letters, charge per each   | \$ 5.00   |
| SPRIPING-10      | 12 inch numbers/letters, charge per<br>each   | \$ 25.00  |
| SPRIPING-11      | 24 inch numbers/letters, charge per<br>each   | \$ 35.00  |
| SPRIPING-12      | Speedbump stripe, charge per each   | \$ 60.00  |
| SPRIPING-13      | Speed Hump stripe, charge per each  | \$ 60.00  |
| SPRIPING-14      | Wheel stops, charge to paint each   | \$ 25.00  |
| SPRIPING-15      | Bollards, charge to paint each  | \$ 25.00  |
| SPRIPING-16      | Remove Existing Sign & Post   | \$ 45.00  |
| SPRIPING-17      | Install Stop Sign & Post  | \$ 250.00 |
| SPRIPING-18      | Fire Lane Sign & Post Single Sided  | \$ 250.00 |
| SPRIPING-19      | Handicapped Sign & Post - Single<br>Sided   | \$ 250.00 |
| SPRIPING-20      | Double Sided Sign & Post  | \$ 350.00 |
| SPRIPING-21      | Ceramic Reflectors (Installed)  | \$ 25.00  |
| SPRIPING-22      | Square Reflectors (Installed)   | \$ 25.00  |
| SPRIPING-23      | Blue Reflectors (Installed)   | \$ 25.00  |
| <b>RSTRIPING</b> | <b>ROAD STRIPING ONLY</b>   |           |
| RSTRIPING-01     | Paint Mobilization Charge   | \$ 750.00 |
| RSTRIPING-02     | Paint 4" Line w/Glass Bead 0-1000 LF  | \$ 0.50   |
| RSTRIPING-03     | Paint 4" Line w/Glass Bead 1001-5000<br>LF  | \$ 0.35   |
| RSTRIPING-04     | Paint 4" Line w/Glass Bead 5001 + LF  | \$ 0.30   |

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|-----------------|---|-----------|
| RSTRIPING-05    | Paint 8" Line w/Glass Bead 0-1000 LF                              | \$ 0.95   |
| RSTRIPING-06    | Paint 8" Line w/Glass Bead 1001-5000 LF                           | \$ 0.70   |
| RSTRIPING-07    | Paint 8" Line w/Glass Bead 5001+ LF                               | \$ 0.55   |
| RSTRIPING-08    | Paint 12" Line w/Glass Bead 0-500 LF                              | \$ 4.75   |
| RSTRIPING-09    | Paint 12" Line w/Glass Bead 501-2000 LF                           | \$ 3.50   |
| RSTRIPING-10    | Paint 12" Line w/Glass Bead 2001+ LF                              | \$ 2.65   |
| RSTRIPING-11    | Thermoplastic Mobilization Charge                                 | \$ 400.00 |
| RSTRIPING-12    | Thermoplastic 4" Line 0-1000 LF                                   | \$ 1.30   |
| RSTRIPING-13    | Thermoplastic 4" Line 1001 - 5000 LF                              | \$ 1.10   |
| RSTRIPING-14    | Thermoplastic 4" Line 5001+ LF                                    | \$ 0.95   |
| RSTRIPING-15    | Thermoplastic 8" Line 1000 LF                                     | \$ 2.60   |
| RSTRIPING-16    | Thermoplastic 8" Line 1001 - 5000 LF                              | \$ 2.20   |
| RSTRIPING-17    | Thermoplastic 8" Line 5001+ LF                                    | \$ 1.90   |
| RSTRIPING-18    | Thermoplastic 12" Line 0-500 LF                                   | \$ 9.10   |
| RSTRIPING-19    | Thermoplastic 12" Line 501 - 2000 LF                              | \$ 7.50   |
| RSTRIPING-20    | Thermoplastic 12" Line 2000+ LF                                   | \$ 6.50   |
| RSTRIPING-21    | Thermoplastic Arrow Symbols                                       | \$ 185.00 |
| RSTRIPING-22    | Thermoplastic Bike Lane Symbols                                   | \$ 400.00 |
| RSTRIPING-23    | Obliteration Mobilization Charge                                  | \$ 265.00 |
| RSTRIPING-24    | Stripe Obliteration, Hydro blast 4"                               | \$ 1.00   |
| RSTRIPING-25    | Stripe Obliteration, Hydro blast Arrows & Bike Symbols            | \$ 130.00 |
| RSTRIPING-26    | Stripe Obliteration, Hydro blast ONLY & EXIT Legend               | \$ 130.00 |
| RSTRIPING-27    | Striping Survey Crew  | \$ 875.00 |
| RSTRIPING-28    | 4" Type 1 Tape (Cold application)                                 | \$ 6.10   |
| <b>RTRAFFIC</b> | <b>ROADWAY TRAFFIC CONTROL &amp; BARRICADES Charge by the Day</b> |           |
| RTRAFFIC-01     | Barricade Mobilization Charge                                     | \$ 700.00 |
| RTRAFFIC-02     | Barricade De-Mobilization Charge                                  | \$ 700.00 |
| RTRAFFIC-03     | Arrow Board (Trailer Mount)                                       | \$ 75.00  |
| RTRAFFIC-04     | Light Tower   | \$ 265.00 |
| RTRAFFIC-05     | Variable Message Center   | \$ 265.00 |
| RTRAFFIC-06     | Warning Light - Type A (each, per day)                            | \$ 2.10   |
| RTRAFFIC-07     | Warning Light - Type C (each, per day)                            | \$ 2.10   |
| RTRAFFIC-08     | Vertical Panel Barricade  | \$ 2.10   |
| RTRAFFIC-09     | Type 1 & 2 Barricades   | \$ 2.75   |
| RTRAFFIC-10     | Type 3 Barricades   | \$ 4.75   |
| RTRAFFIC-11     | Small Sign 10 SF  | \$ 1.35   |
| RTRAFFIC-12     | Medium Sign 10-16 SF  | \$ 1.70   |
| RTRAFFIC-13     | Large Sign 16+ SF   | \$ 2.10   |
| RTRAFFIC-14     | Sign Cover  | \$ 1.00   |
| RTRAFFIC-15     | Stop/Slow Paddle  | \$ 2.10   |

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| RTRAFFIC-16        | Spring Stand   | \$ 2.65     |
| RTRAFFIC-17        | Portable Sign Stand 10 SF  | \$ 2.10     |
| RTRAFFIC-18        | Portable Sign Stand 10+ SF   | \$ 2.40     |
| RTRAFFIC-19        | U Channel Post   | \$ 5.35     |
| RTRAFFIC-20        | High Level Warning Device  | \$ 13.50    |
| RTRAFFIC-21        | 28" Traffic Cones  | \$ 1.35     |
| RTRAFFIC-22        | 28" Reflective Traffic Cones   | \$ 1.70     |
| RTRAFFIC-23        | Pedestrian Fence   | \$ 3.40     |
| RTRAFFIC-24        | Wheel Chair Ramps  | \$ 7.50     |
| RTRAFFIC-25        | Portable Water Barrier   | \$ 60.00    |
| RTRAFFIC-26        | Specialty Signs  | \$ 88.00    |
| RTRAFFIC-27        | 16 Foot Trailer  | \$ 20.00    |
| RTRAFFIC-28        | Traffic Control Plans  | \$ 100.00   |
| RTRAFFIC-29        | Sand Bags (full)   | \$ 3.40     |
| RTRAFFIC-30        | Flags on Dowels  | \$ 2.75     |
| RTRAFFIC-31        | Caution Tape   | \$ 27.00    |
| RTRAFFIC-32        | 1 Man 1 Truck  | \$ 875.00   |
| RTRAFFIC-33        | 2 Man 1 Truck  | \$ 1,295.00 |
| RTRAFFIC-34        | Shadow Truck   | \$ 875.00   |
| RTRAFFIC-35        | Flagger  | \$ 750.00   |
| RTRAFFIC-36        | Flagger w/Truck  | \$ 875.00   |
| RTRAFFIC-37        | Crash Attenuator   | \$ 875.00   |
| RTRAFFIC-38        | Crash Attenuator Operator (8hr minimum)  | \$ 875.00   |
| RTRAFFIC-39        | Per Diem (Per Man, Per Truck) (Note: Traffic control company NC 3/1/10)                  | \$ 100.00   |
| <b>MILLING2FT</b>  | <b>ASPHALT EDGE MILLING 2 FEET WIDE</b>  |             |
| MILLING2FT-01      | Asphalt Edge Milling 2 Ft Wide Minimum Charge  | \$ 415.00   |
| MILLING2FT-02      | Asphalt Edge Milling 2 Ft Wide 1 To 300 Lf   | \$ 6.15     |
| MILLING2FT-03      | Asphalt Edge Milling 2 Ft Wide 301 To 500 Lf   | \$ 5.35     |
| MILLING2FT-04      | Asphalt Edge Milling 2 Ft Wide 501 Lf+   | \$ 3.60     |
| <b>EXTRCURBRBR</b> | <b>CONCRETE EXTRUDED CURB WITH REBAR - Available within 50 miles of city center</b>      |             |
| EXTRCURBRBR-01     | Concrete Extruded Curb With Rebar<br>Concrete Extruded Curb With Rebar<br>Minimum Charge | \$ 5,000.00 |
| EXTRCURBRBR-02     | Concrete Extruded Curb With Rebar<br>Concrete Extruded Curb With Rebar 1 To 300 Lf       | \$ 39.50    |
| EXTRCURBRBR-03     | Concrete Extruded Curb With Rebar<br>Concrete Extruded Curb With Rebar 301 To 500 Lf     | \$ 39.50    |

|                        |   |             |
|------------------------|---|-------------|
| EXTRCURBRBR-04         | Concrete Extruded Curb With Rebar<br>Concrete Extruded Curg With Rebar<br>501lf+        | \$ 39.50    |
| <b>SCURB</b>           | <b>CONCRETE SINGLE CURB - 18"</b><br><b>Available within 50 miles of city center</b>    |             |
| SCURB-01               | Concrete Single Curb 18" Minimum Charge   | \$ 5,000.00 |
| SCURB-02               | Concrete Single Curb 18" 1-200 Linear Feet  | \$ 43.25    |
| SCURB-03               | Concrete Single Curb 18" 201-400 Linear Feet  | \$ 43.25    |
| SCURB-04               | Concrete Single Curb 18" 401-800 Linear Feet  | \$ 43.25    |
| SCURB-05               | Concrete Single Curb 18" 801+ Linear Feet   | \$ 43.25    |
| <b>CURB&amp;GUTTER</b> | <b>CONCRETE CURB AND GUTTER -</b><br><b>Available within 50 miles of city center</b>    |             |
| CURB&GUTTER-01         | Concrete Single Curb And Gutter Minimum Charge  | \$ 5,000.00 |
| CURB&GUTTER-02         | Concrete Single Curb And Gutter 1-200 Linear Feet                                       | \$ 50.00    |
| CURB&GUTTER-03         | Concrete Single Curb And Gutter 201-400 Linear Feet                                     | \$ 50.00    |
| CURB&GUTTER-04         | Concrete Single Curb And Gutter 401-800 Linear Feet                                     | \$ 50.00    |
| CURB&GUTTER-05         | Concrete Single Curb And Gutter 801+ Linear Feet  | \$ 50.00    |
| <b>HRAMP</b>           | <b>HANDICAP RAMPS - Available within 50 miles of city center</b>                        |             |
| HRAMP-01               | Handicap Ramps Single Ramp With Curbs (30 SF @ 4" Thick & 12 LF Of 6" Wide Single Curb) | \$ 2,856.25 |
| HRAMP-02               | Handicap Ramps Single Ramp With Wings (Per MAG 223 C,234, (Per MAG Specification)       | \$ 4,000.00 |
| HRAMP-03               | Handicap Ramps Detectable Warning Domes (Truncated Dome Tiles)                          | \$ 625.00   |
| <b>FLATWORK</b>        | <b>CONCRETE FLATWORK - Available within 50 miles of city center</b>                     |             |
| FLATWORK-01            | Concrete Flatwork Minimum Charge  | \$ 5,000.00 |
| FLATWORK-02            | Concrete Flatwork 4 Inch Thick Per Square Foot  | \$ 15.75    |
| FLATWORK-03            | Concrete Flatwork 6 Inch Thick Per Square Foot  | \$ 19.50    |
| FLATWORK-04            | Concrete Flatwork 8 Inch Thick Per Square Foot  | \$ 23.25    |
| FLATWORK-05            | Concrete Flatwork Trip Charge - Per Day From 30 Miles Up To 50 Miles Out Of City Center | \$ 1,250.00 |
| <b>CSEAL</b>           | <b>CRACK SEAL</b>   |             |
| CSEAL-01               | Crack Seal Mobilization Charge  | \$ 950.00   |
| CSEAL-02               | Crack Seal Each Per Unit  | \$ 3.00     |

| <b>SCOAT</b>           | <b>SEAL COATING</b>  |             |
|------------------------|--|-------------|
| SCOAT-01               | Seal Coating Mobilization Charge   | \$ 1,050.00 |
| SCOAT-02               | Seal Coating Per Square Foot (1st Coat Spray Applied)  | \$ 0.14     |
| SCOAT-03               | Seal Coating Per Square Foot (2nd Coat Spray Applied)  | \$ 0.07     |
| <b>RATES</b>           | <b>OTHER RATES</b>   |             |
| RATES-01               | Labor And Equipment Rate, \$ Per Man Hour  | \$ 125.00   |
| RATES-02               | Subsistence Rate, \$ Per Man, Per Day  | \$ 150.00   |
| <b>BOOK 3</b>          |  |             |
| <b>SOIL</b>            | <b>SOIL STABILIZATION - REMOVE SUBGRADE, REPLACE WITH ABC</b>  |             |
| SOIL-01                | Soil Stabilization-Remove Subgrade, Replace With ABC Mobilization Charge Per Cubic Yard.                     | \$ 3,500.00 |
| SOIL-02                | Soil Stabilization-Remove Subgrade, Replace With ABC Mobilization Charge (over 500 CY) Per Cubic Yard.       | \$ 3,775.00 |
| SOIL-03                | Soil Stabilization-Remove Subgrade, Replace With ABC Charge Per Mile Beyond 30 Mile Radius Of City Center    | \$ 35.00    |
| SOIL-04                | Soil Stabilization-Remove Subgrade, Replace With ABC Charge Per Cubic Yard Per 12 Inch Depth (over 150 CY)   | \$ 245.00   |
| SOIL-05                | Soil Stabilization-Remove Subgrade, Replace With ABC Charge Per Cubic Yard Per 12 Inch Depth (over 500 CY)   | \$ 240.00   |
| <b>ABC</b>             | <b>GRADE/PLACE ABC</b>   |             |
| ABC-01                 | Grade/Place ABC Mobilization Charge  | \$ 3,500.00 |
| ABC-02                 | Grade/Place ABC Mobilization Charge (over 90000 Square Feet) Per Square Yard.                                | \$ 3,775.00 |
| ABC-03                 | Grade/Place ABC Charge Per Mile Beyond 30 Mile Radius Of City Center   | \$ 35.00    |
| ABC-04                 | Grade/Place ABC Charge Per Square Foot Times Thickness In Inches Of ABC                                      | \$ 0.65     |
| ABC-05                 | Grade/Place ABC Charge Per Square Foot Times Thickness In Inches Of ABC (over 45000 Square Feet)             | \$ 0.61     |
| ABC-06                 | Grade/Place ABC Charge Per Square Foot Times Thickness In Inches Of ABC (over 90000 Square Feet) All Regions | \$ 0.58     |
| <b>DEMO &amp; HAUL</b> | <b>DEMO &amp; HAUL ASPHALT, DIRT, ETC</b>  |             |
| DEMO&HAUL-01           | Demo/Haul Asphalt, Dirt, Etc. Mobilization Charge  | \$ 3,500.00 |
| DEMO&HAUL-02           | Demo/Haul Asphalt, Dirt, Etc. Mobilization Charge (over 250 Cubic Yards)                                     | \$ 3,775.00 |
| DEMO&HAUL-03           | Demo/Haul Asphalt, Dirt, Etc. Mobilization Charge (over 500 Cubic Yards)                                     | \$ 4,050.00 |

|               |  |             |
|---------------|--|-------------|
| DEMO&HAUL-04  | Demo/Haul Asphalt, Dirt, Etc. Mobilization Charge (over 750 Cubic Yards)   | \$ 4,350.00 |
| DEMO&HAUL-05  | Demo/Haul Asphalt, Dirt, Etc. Mobilization Charge (over 1000 Cubic Yards)  | \$ 4,750.00 |
| DEMO&HAUL-06  | Demo/Haul Asphalt, Dirt, Etc. Charge Per Mile Beyond 30 Mile Radius Of City Center                                   | \$ 35.00    |
| DEMO&HAUL-07  | Demo/Haul Asphalt, Dirt, Etc. Charge Per Cubic Yard Of Material  | \$ 125.00   |
| DEMO&HAUL-08  | Demo/Haul Asphalt, Dirt, Etc. Charge Per Cubic Yard Of Material (over 250 Cubic Yards)                               | \$ 117.50   |
| DEMO&HAUL-09  | Demo/Haul Asphalt, Dirt, Etc. Charge Per Cubic Yard Of Material (over 500 Cubic Yards) All Regions                   | \$ 115.00   |
| DEMO&HAUL-10  | Demo/Haul Asphalt, Dirt, Etc. Charge Per Cubic Yard Of Material (over 750 Cubic Yards)                               | \$ 105.00   |
| DEMO&HAUL-11  | Demo/Haul Asphalt, Dirt, Etc. Charge Per Cubic Yard Of Material (over 1000 Cubic Yards)                              | \$ 100.00   |
| <b>SGRADE</b> | <b>SITE GRADING (MOVING / EXCAVATING DIRT - ON SITE, NO HAUL-OFF)</b>  |             |
| SGRADE-01     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Mobilization Charge                                     | \$ 3,500.00 |
| SGRADE-02     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Mobilization Charge (over 1500 Cubic Yards)             | \$ 3,775.00 |
| SGRADE-03     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Mobilization Charge (over 3200 Cubic Yards) All Regions | \$ 4,050.00 |
| SGRADE-04     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Charge Per Mile Beyond 30 Mile Radius Of City Center    | \$ 35.00    |
| SGRADE-05     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Charge Per Cubic Yard                                   | \$ 61.25    |
| SGRADE-06     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Charge Per Cubic Yard (over 1500 Cubic Yards)           | \$ 60.00    |
| SGRADE-07     | Site Grading (Moving/Excavating Dirt - On Site, No Haul Off) Charge Per Cubic Yard (over 3200 Cubic Yards)           | \$ 58.00    |
| <b>FGRADE</b> | <b>FINE GRADE AREA</b>   |             |
| FGRADE-01     | Fine Grade Area Mobilization Charge  | \$ 3,500.00 |
| FGRADE-02     | Fine Grade Area Mobilization Charge (over 5000 Square Yards)   | \$ 3,775.00 |
| FGRADE-03     | Fine Grade Area Charge Per Mile Beyond 30 Mile Radius Of City Center   | \$ 35.00    |

|           |  |         |
|-----------|--|---------|
| FGRADE-04 | Fine Grade Area Charge Per Square Yard                           | \$ 2.60 |
| FGRADE-05 | Fine Grade Area Charge Per Square Yard (over 5000 Square Yards)  | \$ 2.30 |
| FGRADE-06 | Fine Grade Area Charge Per Square Yard (over 10000 Square Yards) | \$ 2.25 |

| CES Product Number    | Work Item  | Region 2 City Center: Santa Fe         |
|-----------------------|--|--|
| <b>BOLLARDS</b>       |  | <b>Concrete Filled Safety Bollards</b> |
| BOLLARD-01            | Mobilization Charge  | \$870.00                               |
| BOLLARD-02            | Charge per mile beyond 30 mile radius of city center   | \$18.00                                |
| BOLLARD-03            | 4-inch diameter, concrete filled, charge per each  | \$960.00                               |
| BOLLARD-04            | 6-inch diameter, concrete filled, charge per each  | \$1,000.00                             |
| BOLLARD-05            | 8-inch diameter, concrete filled, charge per each  | \$1,050.00                             |
| <b>PAVE FABRIC</b>    | <b>Paving Fabric - (Provide and Place Paving Fabric.)</b>  |  |
| FABRIC-01             | Mobilization Charge  | \$4,200.00                             |
| FABRIC-02             | Mobilization Charge (over 50,000 square feet)  | \$6,000.00                             |
| FABRIC-03             | Charge per mile beyond 30 mile radius of city center   | \$36.00                                |
| FABRIC-04             | Charge per square foot   | \$0.60                                 |
| FABRIC-05             | Charge per square foot (over 50,000 square feet)   | \$0.54                                 |
| FABRIC-06             | Charge per square foot (over 250,000 square feet)  | \$0.50                                 |
| <b>CHIP SEAL</b>      | <b>Chip Seal - Conventional single application - Minimum project size 5,000 square yards</b>     |  |
| CHIPSEAL-01           | Mobilization Charge  | \$15,000.00                            |
| CHIPSEAL-03           | Charge per mile beyond 30 mile radius of city center   | \$60.00                                |
| CHIPSEAL-04           | Charge per square yard   | \$7.20                                 |
| CHIPSEAL-05           | Charge per square yard (over 25,000 square yards)  | \$6.60                                 |
| <b>POLY CHIP SEAL</b> | <b>Chip Seal - Polymer modified single application - Minimum project size 5,000 square yards</b> |  |
| POLYCHIP-01           | Mobilization Charge  | \$15,000.00                            |
| POLYCHIP-03           | Charge per mile beyond 30 mile radius of city center   | \$60.00                                |
| POLYCHIP-04           | Charge per square yard   | \$8.40                                 |



|                  |  |             |
|------------------|--|-------------|
| POLYCHIP-05      | Charge per square yard (over 25,000 square yards)  | \$7.80      |
| <b>MILL</b>      | <b>Milling - Minimum project size 50,000 square feet, (No Hauling or Dump Fees included - See pricing for these items below)</b> |             |
| MILL-01          | Mobilization Charge  | \$7,800.00  |
| MILL-02          | Mobilization Charge (over 100,000 square feet)   | \$10,200.00 |
| MILL-03          | Charge per mile beyond 30 mile radius of city center   | \$60.00     |
| MILL-04          | Charge per square foot per 1" inch mill depth  | \$0.14      |
| MILL-05          | Charge per square foot per 1" inch mill depth (over 100,000 square feet)   | \$0.13      |
| <b>PULVERIZE</b> | <b>Pulverizing - Minimum project size 50,000 square feet, material to remain on-site, no haul off.</b>                           |             |
| PULV-01          | Mobilization Charge  | \$10,200.00 |
| PULV-02          | Mobilization Charge (over 100,000 square feet)   | \$12,600.00 |
| PULV-03          | Charge per mile beyond 30 mile radius of city center   | \$60.00     |
| PULV-04          | Charge per square foot per 1" inch depth   | \$0.16      |
| PULV-05          | Charge per square foot per 1" inch depth (over 100,000 square feet)  | \$0.14      |
| <b>DEMOCONC</b>  | <b>Demo Concrete - (No Hauling or Dump Fees included - See pricing for these items below)</b>                                    |             |
| PULV-01          | Mobilization Charge  | \$2,400.00  |
| PULV-02          | Mobilization Charge (over 100 cubic yards)   | \$3,600.00  |
| PULV-03          | Charge per mile beyond 30 mile radius of city center   | \$60.00     |
| PULV-04          | Charge per cubic yard  | \$300.00    |
| PULV-05          | Charge per cubic yard (over 100 cubic yards)   | \$240.00    |
| <b>HAULING</b>   | <b>Hauling</b>   |             |
| HAUL-01          | Mobilization Charge  | \$240.00    |
| HAUL-02          | Charge per mile beyond 30 mile radius of city center   | \$6.00      |
| HAUL-03          | Charge per hour  | \$120.00    |
| <b>DUMPFEE</b>   | <b>Dump Fees</b>   |             |
| DUMP-01          | Dump fee soil per load   | \$45.00     |
| DUMP-02          | Dump fee concrete per load   | \$60.00     |
| DUMP-03          | Dump fee reinforced concrete per load  | \$90.00     |
| DUMP-04          | Dump fee asphalt (rubble, gsa, milling, etc.) per load   | \$30.00     |
| DUMP-05          | Dump fee organic/green waste/non-inert per ton   | \$30.00     |

| UTILITY ADJUST  | Utility Adjustment   |            |
|-----------------|--|------------|
| UTILADJ-01      | Mobilization Charge  | \$1,080.00 |
| UTILADJ-02      | Charge per mile beyond 30 mile radius of city center   | \$21.00    |
| UTILADJ-03      | charge per each adjustment of small utility item (water valve, sewer clean-out, etc.)                    | \$480.00   |
| UTILADJ-04      | charge per each adjustment of medium item (water meter box, elec. pull box, etc.)                        | \$540.00   |
| UTILADJ-05      | charge per each adjustment of large utility item (manhole frame and lid)                                 | \$600.00   |
| <b>SWEEPING</b> | <b>Parking Lot Sweeping</b>  |            |
| SWEEP-01        | Mobilization Charge  | \$450.00   |
| SWEEP-02        | Mobilization Charge (over 10,000 square yard)  | \$600.00   |
| SWEEP-03        | Charge per mile beyond 30 mile radius of city center   | \$15.00    |
| SWEEP-04        | Charge per square yard   | \$0.24     |
| SWEEP-05        | Charge per square yard (over 10,000 square yard)   | \$0.19     |
| <b>LQRDSEAL</b> | <b>Liquid Road Premium Asphalt surface sealer/resurfacer (Squeegee APPLIED) (Sealmaster Liquid Road)</b> |            |
| LQRDSEAL-01     | Mobilization Charge - within 30 mile radius of city center   | \$3,000.00 |
| LQRDSEAL-02     | Mobilization Charge - charge per mile beyond 30 mile radius of city center                               | \$24.00    |
| LQRDSEAL-03     | Charge per square foot for 3 Coats   | \$0.78     |
| <b>MASTIC</b>   | <b>Hot Applied Mastic Sealant</b>  |            |
| MASTIC-01       | Mobilization Charge - within 30 mile radius of city center   | \$900.00   |
| MASTIC-02       | Mobilization Charge - charge per mile beyond 30 mile radius of city center                               | \$17.40    |
| MASTIC-03       | Charge per Gallon used   | \$38.50    |
| MASTIC-04       | Mastic Cleaning per gallon used ; add if no sealing / slurry   | \$9.00     |

| Product Name | Product Description   | Unit of Measure | Region 2  |
|--------------|---|-----------------|-----------|
| Guardrail-01 | Mobilization Charge - Within 30 Mile Radius Of City Center.                 | Each            | \$ 700.00 |
| Guardrail-02 | Mobilization Charge - Charge Per Mile Beyond 30 Mile Radius Of City Center. | Mile            | \$ 12.00  |
| Guardrail-03 | W Beam Rail   | LF              | \$ 45.50  |

|              |                           |      |             |
|--------------|---------------------------|------|-------------|
| Guardrail-04 | W Beam End Anchor         | Each | \$ 2,175.00 |
| Guardrail-05 | Terminal Ends             | Each | \$ 325.00   |
| Guardrail-06 | Sled Crash Cushion - TL-2 | Each | \$ 4,195.00 |
| Guardrail-07 | Sled Crash Cushion - TL-3 | Each | \$ 4,525.00 |

The final price submitted for Non-Pre-priced work items shall be in accordance with the following formula:

For Non-Pre-Priced work items Performed with Contractor's Own Forces:

A = The hourly rate for each trade classification multiplied by the quantity.

B = The rate for each piece of Equipment multiplied by the quantity.

C = One independent quote for materials up to \$20,000.00, lowest of three independent quotes for all materials from \$20,000.01 to \$60,000.00.

Total for a Non-Pre-priced work items performed with Contractor's Own Forces =

(A+B+C) x Non-Pre-priced work items Adjustment Factor

For Non-Pre-Priced work items Performed by Subcontractors:

If the Non-Pre-priced work item is to be subcontracted, the Contractor must submit one independent quote for the work up to \$20,000.00, three independent quotes for work from \$20,000.01 to \$60,000.00.

D = Lowest of three Subcontractor Quotes

Total Cost for Non-Pre-priced work performed by Subcontractors = D x Non-Pre-Priced work Adjustment Factor

b.4) After a Non-Pre-priced work has been approved by County, the Unit Price for such work will be established, and fixed as a permanent Non-Pre-priced work item which will no longer require price justification.

b.5) County's determination as to whether a work item is a Pre-Priced work item, or a Non-Pre-priced work item shall be final, binding and conclusive as to the Contractor.

Material price escalation adjustment: For the purpose of this clause, a "qualifying event" is defined as an increase in a specific material cost of more than 25% above what the cost of that material was on the effective date of this Agreement, or the anniversary date of the effective date in each subsequent contract year. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price. In order to initiate such a request, the Contractor shall:

- 1) Identify the specific material that has experienced a major spike,
- 2) Identify Pre-priced Task Orders that require the material experiencing a major spike, and
- 3) Demonstrate that the spike exists by submitting a minimum of three quotes from the material supplier(s) to show that the current price meets the "qualifying event" definition above.
- 4) County reserves the right to audit the costs of materials meeting the major spike definition, as evidenced by invoice(s) from the material supplier(s).

**Exhibit B**  
**SAMPLE TASK ORDER**  
**AGR25-976**

**AGR25-976 TASK ORDER #1** Sunland Asphalt & Construction LLC – On-Call Services for Roadway Repair and Construction and related services.

**DATE PREPARED:** August 1, 2025

**CHARGE:** XXXXXXXXXX-XXXX

**CONTRACT MANAGER:** Name, Phone. All changes in scope, budget or schedule (extensions) need to be approved in advance by Project Manager.

**COUNTY REQUESTOR/CONTACT:** Name, Phone. All changes in scope, budget or schedule (extensions) need to be approved in advance by Name, Phone.

**ATTACHMENTS:**

1. Proposal from Sunland Asphalt & Construction, LLC dated September 15, 2025, in the amount of \$XX,XXX.00 plus NMGR.

**COMMENCE WORK DATE:** Upon issuance of Purchase Order

**REQUESTED DELIVERY DATE:** All work on this Task Order to be complete as soon as possible.

**SCOPE OF WORK REQUESTED:**

*This is usually a list of line items from the contract or new items required specific to the individual task. In a spreadsheet / table format similar to the "Total Cost" spreadsheet below*

**DELIVERABLE:**

1. Completed project.

**ESTIMATED COST:**

1. Cost \$XX,XXX.00 plus NMGR.

**ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses): \$XXX,XXX.00**

**CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$ XX,XXX.00**

**Estimated Balance Included in this Task Order: \$ XX,XXX.00**

Exhibit C  
AGR25-976  
Administrative Forms  
**Performance Bond**



LOS ALAMOS

**Bond No.** \_\_\_\_\_

We as Principal, hereinafter referred to as Contractor, and \_\_\_\_\_ a corporation organized and existing under and by the virtue of the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Mexico, hereinafter called Surety, are held and firmly bound unto the Incorporated County of Los Alamos, hereinafter referred to as County, in the penal sum of one hundred percent (100%) of the Contract Price of \_\_\_\_\_ dollars (\$\_\_\_\_\_), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are such that, whereas, Contractor has been awarded and has agreed to enter into a certain Contract with the Incorporated County of Los Alamos, to which this Performance Bond shall be attached and incorporated therein, for performance of Work or services on Project specifically described in the Contract document for:

**Incorporated County of Los Alamos**

**Agreement No. – AGR25-976 Sunland Asphalt & Construction, LLC**

and if Contractor shall perform and complete all of the undertakings, covenants, terms, and obligations of said Contract during the original term thereof, and any extensions which may be granted by County with or without notice to the Surety, and if Contract shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay County all outlay and expenses which County may incur in making good any default, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Performance Bond Continued

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six (6) months following the expiration of said express guarantees, if any.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees, if any, in said Contract shall accrue following completion and formal acceptance of the work under said contract.

The right to sue on this bond accrues only to the contracting agency and the parties to whom New Mexico Statutes Annotated, 1978 Comp. 13-4-18 through 13-4-20, as amended, grant such right; and such right shall be exercised only in accordance with the provisions and limitation of said statutes.

PROVIDED, FURTHER, that Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of Contract. The Agreement, including all Exhibits and Attachments, or the work to be performed thereunder accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between County and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument may be executed in two counterparts, each one of which shall be deemed as an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned state that they have the authority to enter into said Contract.

CONTRACTOR AS PRINCIPAL:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Exhibit C  
AGR25-976  
Administrative Forms  
**Payment (Labor and Materials) Bond**



LOS ALAMOS

Payment (Labor and Materials) Bond for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors

Bond No. \_\_\_\_\_

We \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and authorized to do business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto the Incorporated County of Los Alamos as Obligee, hereinafter County , in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the penal sum of one hundred percent (100%) of the Contract Price of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as may be adjusted by Change Order, inclusive of applicable gross receipts taxes in lawful money of the United States of America, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Payment (Labor and Materials) Bond is for the Protection of all Persons Supplying Labor and Material to the Contractor or its Sub-contractors.

WHEREAS, Contractor has agreed to enter into the Contract:

**Incorporated County of Los Alamos  
Agreement No. – AGR25-976 Sunland Asphalt & Construction LLC**

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and materials and supplies be furnished under the original contract or any contract thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject, however to the following conditions:

**Exhibit D**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
**AGR25-976**

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:  
(a) a prospective contractor, if the prospective contractor is a natural person; or  
(b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.



**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

|  |                                    |                                   |                                    |
|--|------------------------------------|-----------------------------------|------------------------------------|
| <b>Contribution Made By:</b>               |                                    |                                   |                                    |
| <b>Relation to Prospective Contractor:</b> |                                    |                                   |                                    |
| <b>Name of Applicable Public Official:</b> |                                    |                                   |                                    |
| <b>Contribution(s)<br/>Date(s)</b>         | <b>Contribution<br/>Amount(s):</b> | <b>Nature of Contribution(s):</b> | <b>Purpose of Contribution(s):</b> |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |
|  | \$                                 |                                   |                                    |

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions. |
| <input type="checkbox"/> | <b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.  |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**Exhibit E**  
**Confidential Information Disclosure Statement**  
**AGR25-976**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

**Contractor:** Marty Saavedra  
Sunland Asphalt & Construction, LLC  
5204 2<sup>nd</sup> Street NW  
Albuquerque, New Mexico 87107  
**Email:** [msaavedra@sunlandasphalt.com](mailto:msaavedra@sunlandasphalt.com)

**County:** Traffic and Streets Manager  
Incorporated County of Los Alamos  
101 Camino Entrada, Building 1  
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.