



LOS ALAMOS

**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 **J3 Systems**, a New Mexico limited liability company ("Contractor"), to be effective for all purposes April 4, 2023 ("Effective Date").

WHEREAS, County is in need of On-Call Roof Systems, Roofing Repair and Roofing Maintenance Services for Public Works County Facilities Division ("Facilities"); 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 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. 2023-07-C311-ALL (the J3 Systems, LLC 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 roofing 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 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 March 28, 2023; and

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

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

SECTION A. SERVICES:

1. General.

Contractor shall supply on-call roof system construction, installation, maintenance, repair, and replacement work to County on an as-needed basis (hereafter "Services") at the prices listed in Exhibit "A," attached hereto and made a part hereof for all purposes. Contractor shall supply all labor, materials, and equipment, including specialty rental equipment necessary to complete the Services in accordance with the Rate Schedule (Exhibit "A"). Before Facilities are placed into service, Contractor shall submit to the Project Manager test records, as-built drawings with the location of Facilities, and other County-required information. All work shall be in accordance with any local, state, or federal standards.

2. Task Orders.

- a. County's Facilities Manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects through a Request for Quote(s) via task order. Each Request for Quote shall identify the work and Services to be performed and a timeline for Project completion. A Request for Quote may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed. A sample task order is provided in Exhibit "C," attached hereto and made a part hereof for all purposes.
- b. Upon County's issuance of a Request for Quote, Contractor shall provide a written, itemized Quote for the task(s), work, and/or services requested by the Project Manager ("Quote"). The Quote shall provide, in writing, the proposed material costs, labor hours, and labor type necessary to complete the Task Order. The Quote shall conform to the rates detailed in Exhibit "A." Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by the Project Manager. Preparation and work performed to prepare each of the proposals shall be considered as incidental to this Agreement and not compensable.
- c. If Contractor's Quote is acceptable to County, the Project Manager shall provide Contractor with written approval ("Approved Task Order"). Contractor is authorized to begin work only upon receipt of the Approved Task Order.
- d. If Contractor is unable to provide, in the determination of the Project Manager, the full scope of the Proposed Task Order work, the Project Manager may alter, change, modify, or cancel the Request for Quote before work commences. The Approved Task Order shall be adjusted only upon the written agreement of County after a finding that a change to the Task Order is necessary and justifiable. Contractor's failure to reasonably estimate the cost of completing the task in the first instance shall not be a justification for modifying the Approved Task Order.
- e. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. In no event shall the total of the maximum amount for all Approved Task Orders exceed the maximum amount of compensation set forth in this Agreement unless the maximum amount of compensation is increased by the County Council through an amendment to this Agreement. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- f. Contractor shall take all actions necessary to timely complete the Services agreed to in the Approved Task Order, including but not limited to subcontracting the work and renting equipment. Costs for any Subcontractors shall be paid to Contractor at the same rate as Contractor. All Subcontractor itemized costs shall be included in Contractor's invoices.

- g. This Agreement does not provide Contractor with a guarantee that County will accept Contractor's Quotes and award Contractor Approved Task Orders. County reserves the right, at its sole discretion, to separately quote or bid any construction project. County's issuance of a Request for Quote 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 Quotes as needed.

3. Pay of Prevailing Wages and Bond Requirements.

- a. Individual Task Orders which meet or exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to Contractor prior to the preparation of the Task Order.
- b. Contract Performance and Payment and Performance Bonds: When an Approved Task Order is awarded equal to or more than the state prevailing wage threshold, the following bonds or security shall be delivered to County and shall become binding on the parties upon the execution of the individual Task Order. A sample Payment Bond and Performance Bond are attached as Exhibit "D":
 - i. A performance bond satisfactory to County's Chief Purchasing Officer or their designee executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to County's Chief Purchasing Officer or their designee in an amount equal to One Hundred percent (100%) of the price specified in the individual Task Order; and
 - ii. A payment bond satisfactory to County's Chief Purchasing Officer or their designee, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to County's Chief Purchasing Officer or their designee, for the protection of all persons supplying labor and material to 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 percent (100%) of the price specified in the individual Task Order.

SECTION B. TERM: The term of this Agreement shall commence March 28, 2023 and shall continue through December 12, 2025, unless sooner terminated, as provided herein. Pending extension of Contractor's contract with CES, this Agreement may be renewed for up to three (3) consecutive one-year periods at County's sole option, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. Amount of Compensation:

- a. County shall pay compensation for performance of the Services in accordance with the 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 TWO MILLION DOLLARS (\$2,000,000.00) 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.

- c. Contractor shall invoice CES in an amount not to exceed TWO MILLION DOLLARS (\$2,000,000.00) 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 (\$2,000,000.00) exclusive of NMGRT, at the rates identified in Exhibit "A."

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 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.
4. **Professional Liability Insurance,** with a limit of not less than \$1,000,000 each Claim, with a \$1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.
5. **Property, Fire, and All Risk Insurance**
 - a. Contractor shall purchase and maintain, property insurance upon the Work at the site to the full insurable value thereof.
 - b. This insurance shall insure against the perils of "all-risk" insurance for physical loss and damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all-risk" insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in Monthly Invoice(s).

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 Circuit 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 Circuit 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.

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: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County: Facilities Manager Incorporated County of Los Alamos 101 Camino Entrada, Building 1 Los Alamos, New Mexico 87544	Contractor: Tim Davis, Technical Manager J3 Systems, LLC 145 Bosque Farms, Boulevard Albuquerque, New Mexico 87068
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With a copy to:
County Attorney’s Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

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 "B." 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.

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

Naomi D. Maestas



NAOMI D. MAESTAS
COUNTY CLERK

BY: *Steven Lynne*

4/12/2023

STEVEN LYNNE
COUNTY MANAGER

DATE

Approved as to form:

J. Alvin Leppner

J. ALVIN LEPPNER
COUNTY ATTORNEY

J3 SYSTEMS LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

BY: *Tim Davis*

4/16/2023

TIM DAVIS
TECHNICAL MANAGER

DATE

Exhibit "A"
Compensation Rate Schedule
AGR23-928

Company Name:**J3 Systems LLC**

Product Name	Product Description	Unit of Measure	CES Region 2 Pricing
WATER RESISTANT	1.1.1.a Pressure cleaning, vertical walls	SF	\$ 0.20
	1.1.1.b Pressure cleaning, horizontal surfaces	SF	\$ 0.20
	1.1.1.c Roof scanning to identify wet or substandard room components to be removed	SF	\$ 1.55
	1.1.2 Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	\$ 3.25
	1.1.3 Rubberized coating waterproofing, brush applied, per coat	SF	\$ 3.50
	1.1.4 Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF	\$ 0.19
	1.1.5 Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF	\$ 0.19
	1.1.6 Caulking: remove existing, clean and prime joint	LF	\$ 2.00
	1.1.7 Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	\$ 2.85
	1.1.8 Caulking, polyurethane, 1 component, 1/4" x 1/4", in place	LF	\$ 1.50
	1.1.9 Caulking, polyurethane, 1 component, 1/2" x 1/2", in place	LF	\$ 2.50
	1.1.10 Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place	LF	\$ 1.45
	1.1.11.a Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	\$ 2.86
	1.1.11.b Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place	LF	\$ 2.86
	1.1.12 Backer rod, polyethylene, 3/8" diameter, installed in prepared opening	LF	\$ 0.50
	1.1.13 Backer rod, polyethylene, 1/2" diameter, installed in prepared opening	LF	\$ 0.50
	1.1.14 Backer rod, polyethylene, 3/4" diameter, installed in prepared opening	LF	\$ 0.55
	1.1.15 Backer rod, polyethylene, 1" diameter, installed in prepared opening	LF	\$ 0.55
	1.1.16.a Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	\$ 0.12
	1.1.16.b Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	\$ 0.15
	1.1.17 Building paper, red rosin paper, 5 square rolls, 4#, in place	SF	\$ 0.10
	1.1.18 Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	\$ 0.25

	1.1.19	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	\$ 0.24
	1.1.20	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	\$ 0.50
INSULATION	1.2.1	Demolition of roof insulation, per inch of depth	SF	\$ 0.65
	1.2.2	Demolition of lightweight cementitious fills, per inch of depth	SF	\$ 0.25
Roof Deck R-6.6	1.2.3.a	Isocyanurate, fiberglass facers, 1" thick, R-6.6 applied Type IV asphalt	HOT 4x4 SF	\$ 1.05
	1.2.3.b	Isocyanurate, fiberglass facers, 1" thick, R-6.6 applied Type IV asphalt	COLD 4x4 SF	\$ 1.25
	1.2.3.c	Isocyanurate, fiberglass facers, 1" thick, R-6.6 applied Type IV asphalt	HOT 4x8 SF	\$ 1.05
	1.2.3.d	Isocyanurate, fiberglass facers, 1" thick, R-6.6 applied Type IV asphalt	COLD 4x8 SF	\$ 1.25
Roof Deck R10.0	1.2.4.a	Isocyanurate, fiberglass facers, 1-1/2" thick, R-10.0 applied Type IV asphalt	HOT 4x4 SF	\$ 1.10
	124.b	Isocyanurate, fiberglass facers, 1-1/2" thick, R-10.0 applied Type IV asphalt	COLD 4x4 SF	\$ 1.45
	124.c	Isocyanurate, fiberglass facers, 1-1/2" thick, R-10.0 applied Type IV asphalt	HOT 4x4 SF	\$ 1.10
	124.d	Isocyanurate, fiberglass facers, 1-1/2" thick, R-10.0 applied Type IV asphalt	COLD 4x8 SF	\$ 1.45
Roof Deck R-6.6	1.2.5.a	Isocyanurate, fiberglass facers, 1" thick, R-6.6 Mechanically Fastened	4x4 SF	\$ 1.10
	1.2.5.b	Isocyanurate, fiberglass facers, 1" thick, R-6.6 Mechanically Fastened	4x8 SF	\$ 1.10
Roof Deck R-10.0	1.2.6.a	Isocyanurate, fiberglass facers, 1-1/2" thick, R-10.0 Mechanically Fastened	4x4 SF	\$ 1.45
	1.2.6.b	Isocyanurate, fiberglass facers, 1-1/2" thick, R-10.0 Mechanically Fastened	4x8 SF	\$ 1.45
Roof Deck R-1.39	1.2.7.a	Fiberboard 1/2" thick, R-1.39 applied Type IV asphalt	HOT 4x4 SF	\$ 0.45
	1.2.7.b	Fiberboard 1/2" thick, R-1.39 applied Type IV asphalt	COLD 4x4 SF	\$ 0.65
Roof Deck R-2.4	1.2.8.a	Fiberboard 25/32" thick, R-2.4 installed hot/cold or Mechanically attached coated six sides	HOT 4x8 SF	\$ 0.50
	1.2.8.b	Fiberboard 25/32" thick, R-2.4 installed hot/cold or Mechanically attached coated six sides	COLD 4x8 SF	\$ 0.55

	1.2.8.c	Fiberboard 25/32" thick, R-2.4 Mechanically attached coated six sides	MECH 4x8 SF	\$ 1.10
Roof Deck R-2.78	1.2.9.a	Fiberboard, 1" thick, R-2.78 applied Type IV asphalt (or appropriate asphalt) coated six sides	HOT 4x4 SF	\$ 0.55
	1.2.9.b	Fiberboard, 1" thick, R-2.78 applied Type IV asphalt (or appropriate asphalt) coated six sides	COLD 4x4 SF	\$ 0.60
	1.2.9.c	Fiberboard, 1" thick, R-2.78 applied Type IV asphalt (or appropriate asphalt) coated six sides	HOT 4x8 SF	\$ 0.55
	1.2.9.d	Fiberboard, 1" thick, R-2.78 applied Type IV asphalt (or appropriate asphalt) coated six sides	COLD 4x8 SF	\$ 0.60
	1.2.10	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides	SF	\$ 1.10
	1.2.11	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides	SF	\$ 1.20
	1.2.12	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	\$ 0.24
	1.2.13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	\$ 0.24
	1.2.14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	\$ 0.24
	1.2.15	Roof deck insulation, gypsum panels, 3" thick	SF	\$ 3.16
	1.2.16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, Type IV asphalt, per inch of depth	SF	\$ 0.55
	1.2.17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, Type IV asphalt, per inch of depth	SF	\$ 0.55
	1.2.18	Cold insulation adhesive	SF	\$ 1.65
CDX 1/4"	1.2.19.a	CDX Gypsum, 1/4" x 4 x 8 Mechanically attached	MECH 4x8 SF	\$ 1.25
	1.2.19.b	CDX Gypsum, 1/4" x 4 x 8 set in adhesive	SET 4x8 SF	\$ 1.65
CDX 1/2"	1.2.20.a	CDX Gypsum 1/2" x 4 x 8 Mechanically attached	MECH 4x8 SF	\$ 1.45
	1.2.20.b	CDX Gypsum 1/2" x 4 x 8 Set into adhesive	SET 4x8 SF	\$ 1.85
CDX 1/4" Fiberglass	1.2.21.a	CDX Gypsum with fiberglass, facer: 1/4" x 4 x 8 Mechanically attached	MECH 4x8 SF	\$ 1.25
	1.2.21.b	CDX Gypsum with fiberglass, facer: 1/4" x 4 x 8 Set into adhesive	SET 4x8 SF	\$ 1.65

CDX 1/2" Fiberglass	1.2.22.a	CDX Gypsum with fiberglass, facer: 1/2" x 4 x 8 Mechanically attached	MECH 4x8 SF	\$ 1.45
	1.2.22.b	CDX Gypsum with fiberglass, facer: 1/2" x 4 x 8 Set into adhesive	SET 4x8 SF	\$ 1.85
ROOF TILE/SHINGLES	1.3.1	Remove composition shingles and felts to decking	SF	\$ 0.20
	1.3.1.a	Test for asbestos prior to removal	SF	\$ 3.50
	1.3.2	Remove clay, concrete, or slate roof tiles to decking	SF	\$ 0.40
	1.3.3	Remove wood shingles and felts to decking	SF	\$ 0.92
	1.3.4	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	\$ 1.05
	1.3.5	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	\$ 1.16
	1.3.6	Replace clay or concrete roof tiles	Each	\$ 4.90
	1.3.6.a	Replace/repair other shingles	Each	\$ 5.20
	1.3.7	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	\$ 1.55
ROOFING/RESTORATION	1.4.1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	\$ 1.25
	1.4.2	Remove single-ply roof: ballast, and membrane only	SF	\$ 1.25
	1.4.3	Remove single-ply roof, membrane partially or fully adhered	SF	\$ 1.00
	1.4.4	Remove single-ply roof, membrane mechanically attached	SF	\$ 0.95
	1.4.5	Remove copper sheet roofing	SF	\$ 0.30
	1.4.6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	\$ 0.10
	1.4.7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	\$ 1.75
	1.4.8	Fiberglass cap finishing membrane	SF	\$ 0.32
	1.4.9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	\$ 1.35
	1.4.10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	\$ 1.50
	1.4.11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	\$ 1.35
	1.4.12	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	\$ 1.59
	1.4.13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	\$ 1.35
	1.4.14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	\$ 1.50

	1.4.15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	\$ 1.69
	1.4.16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	\$ 2.40
	1.4.17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	\$ 1.59
	1.4.18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	\$ 1.85
	1.4.19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	\$ 0.75
	1.4.20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	\$ 0.75
	1.4.21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	\$ 0.22
	1.4.22	Built-up roof, modified bitumen adhesive, added cost per ply per square foot	SF	\$ 0.22
	1.4.23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	\$ 0.26
	1.4.24	Built-up roof, surface with emulsion and granules	SF	\$ 1.65
	1.4.25	Built-up roof, surface with emulsion and aluminum coating	SF	\$ 1.80
	1.4.26	Built-up roof, surface with emulsion and white elastomeric coating	SF	\$ 1.92
	1.4.27	Built-up roof, surface with aluminum coating or paint	SF	\$ 1.60
	1.4.28	Built-up roofing, surface with high solids white elastomeric coating	SF	\$ 1.70
	1.4.29	Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.	SF	\$ 4.80
	1.4.30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	\$ 4.80
	1.4.31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	\$ 4.80
	1.4.32	Built-up roofing restoration, coal tar pitch roofs	SF	\$ 0.92
	1.4.33	Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs	SF	\$ 0.97
	1.4.34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	\$ 4.50
	1.4.35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	\$ 4.95
SINGLE PLY Repairs	1.4.36.a	CSPE	SF	\$ 6.00
	1.4.36.b	PVC	SF	\$ 6.00
	1.4.36.c	EPDM	SF	\$ 6.00
	1.4.37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	\$ 3.86

	1.4.38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	\$ 2.86
	1.4.39	Flashing membrane, 2 ply, polyester	SF	\$ 2.86
	1.4.40	Flashing membrane, CSPE	SF	\$ 3.65
	1.4.41	Flashing membrane, CSPE with aluminum coating	SF	\$ 2.04
	1.4.42	Polyurethane foam roofing	SF	\$ 2.38
	1.4.43	Additional Polyurethane foam coating	SF	\$ 0.46
	1.4.44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	\$ 4.15
	1.4.45	Single-ply roof, EDPM, 60 mils fully adhered	SF	\$ 4.55
	1.4.46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	\$ 1.89
	1.4.47	Built-up roof, surface with premium asphalt, and gravel.	SF	\$ 1.79
	1.4.48	Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat	SF	\$ 1.60
	1.4.49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	\$ 1.79
	1.4.50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	\$ 1.89
	1.4.51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	\$ 7.95
	1.4.52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	\$ 5.00
	1.4.53	Single ply roof, 45 mils mechanically attached	SF	\$ 6.50
	1.4.54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	\$ 1.83
	1.4.55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	\$ 1.85
	1.4.56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	\$ 1.85
	1.4.57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	\$ 1.89
	1.4.58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	\$ 1.65
	1.4.59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	\$ 6.00
	1.4.60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	\$ 6.00
	1.4.61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	\$ 5.00
	1.4.62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	\$ 9.50
	1.4.63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	\$ 1.89
MASONRY	1.5.1	Brick, remove and reset, 1 to 50 sq ft	SF	\$ 1.25
	1.5.2	Brick, remove and reset, over 50 sq ft	SF	\$ 1.25

	1.5.3	Block, remove and reset	SF	\$ 1.25
	1.5.4	Coping stones, remove and reset	Each	\$ 1.25
	1.5.5	Brick, block or coping removal	Each	\$ 1.25
Brick/Block Ext Wall Repair & Protective Coatings	1.5.6.a	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise)	Each	\$ 2.50
	1.5.6.b	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	\$ 2.50
	1.5.6.c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	\$ 2.00
Demo of Mortar Joint/ Sawcut/ Swingstage	1.5.6.5.a	Removal of existing mortar (1/2" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.5.b	Removal of existing mortar (3/4" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.5.c	Removal of existing mortar (1/2" wide by 1 1/2" depth)	SF	\$ 1.50
	1.5.6.5.d	Removal of existing mortar (3/4" wide by 1 1/2" depth)	SF	\$ 1.50
Demo of Mortar Joint/ Sawcut/ Scaffold Low Rise	1.5.6.6.a	Removal of existing mortar (1/2" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.6.b	Removal of existing mortar (3/4" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.6.c	Removal of existing mortar (1/2" wide by 1 1/2" depth)	SF	\$ 1.50
	1.5.6.6.d	Removal of existing mortar (3/4" wide by 1 1/2" depth)	SF	\$ 1.50
New Pointing Work Swingstage High Rise	1.5.6.7.a	Furnish and install new mortar (1/2" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.7.b	Furnish and install new mortar (3/4" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.7.c	Furnish and install new mortar (1/2" wide by 1 1/2" depth)	SF	\$ 1.50
	1.5.6.7.d	Furnish and install new mortar (3/4" wide by 1 1/2" depth)	SF	\$ 1.50
New Pointing Work Scaffold Low Rise	1.5.6.8.a	Furnish and install new mortar (1/2" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.8.b	Furnish and install new mortar (3/4" wide by 3/4" depth)	SF	\$ 1.25
	1.5.6.8.c	Furnish and install new mortar (1/2" wide by 1 1/2" depth)	SF	\$ 1.50
	1.5.6.8.d	Furnish and install new mortar (3/4" wide by 1 1/2" depth)	SF	\$ 1.50

Removal of Parapets Swingstage High Rise	1.5.6.9.a	Removal of 3 wythe brick parapet wall (24" high)	SF	\$ 1.50
	1.5.6.9.b	Removal of 3 wythe brick parapet wall (42" high)	SF	\$ 1.50
	1.5.6.9.c	Removal of 2 wythe brick parapet wall (24" high)	SF	\$ 1.50
	1.5.6.9.d	Removal of 3 wythe brick parapet wall (42" high)	SF	\$ 1.50
Removal of Parapets Scaffold Low Rise	1.5.10.a	Removal of 3 wythe brick parapet wall (24" high)	SF	\$ 1.50
	1.5.6.10.b	Removal of 3 wythe brick parapet wall (42" high)	SF	\$ 1.50
	1.5.6.10.c	Removal of 2 wythe brick parapet wall (24" high)	SF	\$ 1.50
	1.5.6.10.d	Removal of 3 wythe brick parapet wall (42" high)	SF	\$ 1.50
Reconstruct Brick Masonry Roof Parapets Swingstage High Rise	1.5.6.11.a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	\$ 4.00
	1.5.6.11.b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	\$ 5.00
	1.5.6.11.c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	\$ 3.50
	1.5.6.11.d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	\$ 4.50
Reconstruct Brick Masonry Roof Parapets Scaffold Low Rise	1.5.6.12.a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	\$ 4.00
	1.5.6.12.b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	\$ 5.00
	1.5.6.12.c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	\$ 3.50
	1.5.6.12.d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	\$ 4.50
New Throughwall Flashings Swingstate High Rise	1.5.6.13.a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	\$ 0.50
	1.5.6.13.b	Removal and replacement of steel lintel	SF	\$ 0.50
	1.5.6.13.c	Furnish and install new flashings (Bituthane)	SF	\$ 0.50
	1.5.6.13.d	Furnish and install new flashings (Lead coated copper)	SF	\$ 0.50
	1.5.6.13.e	Parging and waterproofing of back-up wall	SF	\$ 0.50
New Throughwall Flashings Scaffold Low Rise	1.5.6.14.a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	\$ 0.50
	1.5.6.14.b	Removal and replacement of steel lintel	SF	\$ 0.50

	1.5.6.14.c	Furnish and install new flashings (Bituthane)	SF	\$ 0.50
	1.5.6.14.d	Furnish and install new flashings (Lead coated copper)	SF	\$ 0.50
	1.5.6.14.e	Parging and waterproofing of back-up wall	SF	\$ 0.50
Brick Masonry/Stone Stabilization	1.5.6.15.a	Drilling and installation of new friction pins with mortar cap	SF	\$ 0.50
	1.5.6.15.b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	\$ 0.50
Limestone Remove/Replace	1.5.6.16.a	Removal of existing deteriorated architectural limestone	SF	\$ 0.50
	1.5.6.16.b	Furnish and install new limestone replacement.	SF	\$ 0.50
	1.5.6.16.c	Replacement of stone with lightweight polymer resin to match	SF	\$ 0.50
	1.5.6.16.d	Minor patching of existing stone to match	SF	\$ 50.00
Terra Cotta Remove/Replace	1.5.6.17.a	Removal of existing deteriorated architectural Terra Cotta	SF	\$ 58.00
	1.5.6.17.b	Furnish and install new Terra Cotta replacement.	SF	\$ 0.50
	1.5.6.17.c	Replacement of stone with lightweight polymer resin to match	SF	\$ 0.50
	1.5.6.17.d	Minor patching of existing stone to match	SF	\$ 0.50
Roof Coping Stones	1.5.6.18.a	Removal of existing roof coping stones (16 inches)	SF	\$ 0.50
	1.5.6.18.b	Removal and parging of existing substrate	SF	\$ 0.50
	1.5.6.18.c	Furnish and install new lead coated copper flashings	SF	\$ 0.50
	1.5.6.18.d	Drilling and epoxy grouting stainless steel pins	SF	\$ 0.50
	1.5.6.18.e	Reinstallation of existing stones with cleaning	SF	\$ 0.50
	1.5.6.18.f	Furnish and install new coping stones	SF	\$ 0.50
	1.5.6.18.g	Furnish and install new sealants between coping stones.	SF	\$ 0.50
	1.5.6.18.h	Cleaning and coating of existing stones.	SF	\$ 0.50
CMU Backup Wall Repair/Waterproofing	1.5.6.19.a	Replacement of Deteriorated CMU Back-up	SF	\$ 0.50
	1.5.6.19.b	Parging of CMU back-up wall	SF	\$ 0.60
	1.5.6.19.c	Waterproofing of back-up wall	SF	\$ 0.50
Brick Masonry Piers	1.5.6.20.a	Isolated repair of existing masonry piers (removal and replacement)	SF	\$ 0.50
	1.5.6.20.b	Reconstruction of isolated areas of pier	SF	\$ 0.50
	1.5.6.20.c	Construction of new masonry piers.	SF	\$ 0.50
Crack Repair	1.5.6.21.a	Drill and install new stainless steel pins.	Each	\$ 0.50
	1.5.6.21.b	Grouting of open cracks	SF	\$ 0.50

	1.5.6.21.c	Replacement of cracked bricks	SF	\$ 0.50
Concrete Removal	1.5.6.22.a	Perimeter sawcutting	SF	\$ 0.50
	1.5.6.22.b	Removal of existing concrete (2" depth).	SF	\$ 0.50
	1.5.6.22.c	Removal of existing concrete (3.5" depth).	SF	\$ 0.50
New Concrete& Coating	1.5.6.23.a	Placement of new high strength patching mortar (2" depth)	SF	\$ 5.00
	1.5.6.23.b	Placement of new high strength patching mortar (3.5" depth).	SF	\$ 5.00
	1.5.6.23.c	Cleaning and coating of concrete surface.	SF	\$ 0.50
	1.5.6.24	Sidewalk Bridging.	SF	\$ 5.00
	1.5.6.25	Temporary Roof Protection	SF	\$ 1.00
METAL WORK	1.6.1	Remove standard metal decking	SF	\$ 8.00
	1.6.2	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	\$ 8.00
	1.6.3	Install steel plate, two sizes	SF	\$ 2.50
	1.6.3.a	10 Gauge, standard application	SF	\$ 1.94
	1.6.3.b	Extra heavy-duty 1/4th inch	SF	\$ 2.43
	1.6.4	Remove metal counterflashing	LF	\$ 3.00
	1.6.5	Counterflashing, galvanized, 24 gauge, 6" width	LF	\$ 5.15
	1.6.6	Counterflashing, copper, 16 oz., 6" width	LF	\$ 5.00
	1.6.7	Remove metal edge, gravel stop, eave strip, or coping	LF	\$ 3.00
	1.6.8	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	\$ 6.25
	1.6.9	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	\$ 6.25
	1.6.10	Remove metal gutter	LF	\$ 3.00
	1.6.11	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	\$ 7.25
	1.6.12	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	\$ 8.50
	1.6.13	Gutter, copper, 16 oz, half round, 5" wide	LF	\$ 6.25
	1.6.14	Gutter, copper, 16 oz, half round, 6" wide	LF	\$ 6.25
	1.6.15	Remove metal downspouts	LF	\$ 5.95
	1.6.16	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	\$ 7.15
	1.6.17	Downspouts, GI, 24 gauge 3" x 4" installed	LF	\$ 5.15
	1.6.18	Downspouts, GI, 24 gauge, 4" round, installed	LF	\$ 7.50
	1.6.19	Downspouts, copper, 16 oz., 6" round, installed	LF	\$ 7.50
	1.6.20	Downspouts, strainer	Each	\$ 1.50
	1.6.21	Metal flashing, apron flashing, 9" wide	LF	\$ 5.15

	1.6.22	Metal flashing, step flashing	Each	\$ 4.85
	1.6.23	Metal splash pan, 16 oz.	Each	\$ 24.25
	1.6.24	Metal trim, aluminum, .032" thick, painted	SF	\$ 3.00
	1.6.25	Metal storm collar	Each	\$ 24.25
	1.6.26	Metal coping, galvanized steel, 24 gauge, standing seam	SF	\$ 6.15
	1.6.27	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	\$ 4.10
	1.6.28	Resolder joints in sheet metal	LF	\$ 1.50
	1.6.29	Metal edge, aluminum, 0.50 thick 6" face painted	SF	\$ 6.15
	1.6.30	Metal edge, aluminum, free floating fascia system	SF	\$ 6.15
	1.6.31	Parapet wall metal	SF	\$ 6.85
	1.6.32	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	\$ 5.15
	1.6.33	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	\$ 5.15
	1.6.34	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	\$ 5.15
	1.6.35	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	\$ 6.15
New Aluminum Metal Cladding	1.6.36.a	Furnish and install new uninsulated aluminum wall cladding	SF	\$ 3.00
	1.6.36.b	Furnish and install new insulated aluminum wall cladding	SF	\$ 4.00
	1.6.36.c	Furnish and install new insulated aluminum wall cladding panels (Architecture	SF	\$ 5.00
	1.6.36.d	Cladding of roof parapet walls with copings.	SF	\$ 5.00
New Exterior Insulation & Finish System (EIFS)	1.6.37.a	New Exterior Insulation and Finish System (EIFS)	SF	\$ 5.00
	1.6.37.b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	\$ 4.00
	1.6.38	New Metal Copings.	SF	\$ 7.50
Surface Preparation	1.6.39.a	Cleaning of existing steel and surface.	SF	\$ 1.00
	1.6.39.b	Coating of existing reinforcement	SF	\$ 1.25
WOODWORK	1.7.1	Demolition of plywood or standard 1" x 6" decking	SF	\$ 1.50
	1.7.2	Demolition of standard 2" x 6" tongue and groove decking	SF	\$ 1.60
	1.7.3	Plywood decking, CDX, 1/2" thick (or 15/32" optional)	SF	\$ 1.75
	1.7.4	Plywood decking, CDX, 5/8" thick	SF	\$ 1.85
	1.7.5	Plywood decking, CDX, 3/4" thick	SF	\$ 2.30

	1.7.6	Standard 1" x 6" decking, tongue and groove	SF	\$ 2.00
	1.7.7	Standard 2" x 6" tongue and groove decking	SF	\$ 2.60
	1.7.8	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	\$ 0.10
	1.7.9	Cants, SBX treated wood, 4" x 4" diagonal	LF	\$ 0.97
	1.7.10	Nailer, SBX treated wood, 1" x 4"	LF	\$ 1.40
	1.7.11	Nailer, SBX treated wood, 2" x 4"	LF	\$ 1.75
Nailer /sbx treated wood	1.7.12.a	2" x 6"	LF	\$ 2.30
	1.7.12.b	2" x 8" optional	LF	\$ 2.80
	1.7.13	Curbing, SBX treated wood, 2" x 12"	LF	\$ 6.50
Joist, Fir	1.7.14.a	2" x 6"	LF	\$ 3.75
	1.7.14.b	2" x 8" optional	LF	\$ 3.90
Joist, Fir	1.7.15.a	2" x 10"	LF	\$ 4.75
	1.7.15.b	2" x 12" optional	LF	\$ 6.25
STANDING SEAM METAL ROOF SYSTEM (SSMRS) Price Each Spec Using Line Items	1.8.1	Pre-Engineered SSMRS, products (20-year roof)	SF	\$ 8.00
	1.8.2	Subpurlins	LF	\$ 3.25
	1.8.3	Roof panel installation	SF	\$ 4.50
	1.8.4	Field forming of panels	SF	\$ 2.50
	1.8.5	Concealed anchor clips	Each	\$ 0.60
	1.8.6	Vapor retarder installation	SF	\$ 1.00
	1.8.7	Insulation installation	SF	\$ 1.00
	1.8.8	Gutters (SSMRS only)	LF	\$ 3.25
	1.8.8.b	Gutter liners	SF	\$ 5.15
	1.8.9	Flashing	LF	\$ 3.15
	1.8.10	Expansion joints	LF	\$ 5.15
Finishing Touches	1.8.11	No Additional Cost in Contract	LF	\$ 0.10
	1.8.12	Snow retention assemblies	LF	\$ 5.25
ROOF SPECIALTIES & ACCESSORIES	1.9.4	Remove roof hatch	Each	\$ 200.00
	1.9.5	Roof hatch, aluminum, 2'6" x 3'0"	Each	\$ 550.00
	1.9.6	Roof hatch, aluminum, larger sizes	SF	\$ 135.00
	1.9.7	Remove existing roof drain, except plumbing	Each	\$ 50.00
	1.9.8.a	Install new roof 4" drain, except plumbing	Each	\$ 100.00
	1.9.8.b	Install new roof 6" drain, except plumbing	Each	\$ 120.00
	1.9.9	Reflash existing roof drain	Each	\$ 50.00
	1.9.10	Plumbing stack, 4# lead flashing	Each	\$ 20.00
	1.9.11	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	\$ 60.00

	1.9.12	Remove existing walkway, built-up roofs	SF	\$ 0.25
	1.9.13	Walkway, built-up roofs, desert tan fiberglass	LF	\$ 0.20
	1.9.14	Walkway, built up roofs, non-skid	LF	\$ 0.20
Walkway, Single Ply Roof	1.9.15.a	30" wide roll goods, tape attached	LF	\$ 13.00
	1.9.15.b	30" wide roll, hot asphalt attached	LF	\$ 5.00
	1.9.15.c	30" wide roll, adhesive attached	LF	\$ 13.00
	1.9.16	Roof ventilators	Each	\$ 65.00
	1.9.17	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	\$ 125.00
	1.9.18	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	\$ 250.00
	1.9.19	Roof ladder, security ladder guard	Each	\$ 150.00
	1.9.20	Termination bar, aluminum, 1/4" x 1"	LF	\$ 1.50
	1.9.21	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	Each	\$ 25.00
	1.9.22	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	Each	\$ 20.00
Pitch Pocket, Resurface top only	1.9.23.a	8" x 8"	Each	\$ 12.00
	1.9.23.b	12" x 12"	Each	\$ 15.00
	1.9.24	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	\$ 25.00
	1.9.25	Expansion joint, CSPE reinforced	LF	\$ 25.00
	1.9.26	Repair kit for dry repairs	Each	\$ 60.00
	1.9.27	Repair kit for wet repairs	Each	\$ 60.00
Skylights (Price each size and lens combo)	1.9.28.a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	\$ 40.00
	1.9.28.b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	\$ 45.00
	1.9.28.c	Skylight lense replacement only, clear	SF	\$ 30.00
	1.9.28.d	Skylight lense replacement only, double clear	SF	\$ 35.00
Security/Fall Bars for Skylights	1.9.29.a	3' x 5'	Each	\$ 175.00
	1.9.29.b	4' x 4'	Each	\$ 175.00
	1.9.29.c	4' x 8'	Each	\$ 275.00
	1.9.29.d	Special sizes	SF	\$ 17.50
ROOF SERVICES	1.10.1	Asbestos core testing and patch of existing roof surface	Each	\$ 350.00
	1.10.2	Core analysis, 14" x 14" and patch of existing roof surface	Each	\$ 250.00
	1.10.3.a	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	\$3,000.00

1.10.3.b	Additional foot over 50,000 sq ft	SF	\$ 0.40
1.10.4.a	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	\$3,500.00
1.10.4.b	Additional foot over 50,000 sq ft	Each	\$ 0.40
1.10.5	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations)	Day	\$ 550.00
1.10.6	Field/shop drawings, up to 10,000 sq ft	SF	\$ 0.25
1.10.7	Field/shop drawings, 10,000-50,000 sq ft	SF	\$ 0.25
1.10.8	Field/shop drawings, over 50,000 sq ft	SF	\$ 0.25
1.10.9	Prime contractor's warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	\$2,500.00
1.10.10	Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	\$3,000.00
1.10.11.a	Prime contractor's warranty, re-roof, total system, 20 year, less than 10,000 sq ft, minimum charge (Standard)	Per Project	\$3,500.00
1.10.11.b	Prime contractor's warranty, re-roof, total system, 20 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	\$5,500.00
1.10.12.a	Prime contractor's warranty, re-roof, total system, 20 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	\$3,000.00
1.10.12b	Prime contractor's warranty, re-roof, total system, 20 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	\$4,000.00
1.10.13	Per diem rate per worker per 24 hour period of time	Per Day	\$ 175.00
1.10.14	Prime contractors per diem/costs for asbestos abatement planning	Day	\$ 340.00
1.10.15a	Asbestos abatement activities, BUR removal and disposal of waste	SF	\$ 5.50
1.10.15.b	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	\$ 1.00
1.10.16	Asbestos site monitoring	Day	\$ 350.00
Annual or semi-annual roof housekeeping - per location			
1.10.17.a	Cost once a year per location if less than 20,000 sq. ft.	SF	\$ 0.25
1.10.17.b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	\$ 0.25
1.10.17.c	Cost semi-annual per location if less than 20,000 sq. ft	SF	\$ 0.25
1.10.17.d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	\$ 0.25
1.10.18	Roof leak investigation	Day	\$ 550.00

	1.10.19	Minor roof repair calls	Day	\$ 550.00
	1.10.20	Difficult access or fall restriction; surcharge	Percent	10%
	1.10.21	Excessive hauling	Each	\$ 75.00
	1.10.22	Work in secured areas or compounds; surcharge	Percent	15%
Additional/occasional supplies, materials, equipment & services	1.11.1	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	15%
	1.11.2.a	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	22%
	1.11.2.b	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	2%
	1.11.3	Cold and bad weather storage identify extra cost if any	Day	\$ 100.00
Hourly Services Rates	1.11.6.1	Structural Analysis/engineering services	Per Hour	\$ 150.00
	1.11.6.2	Architect/design professional services	Per Hour	\$ 150.00
	1.11.6.3	Roofing Consultant	Per Hour	\$ 140.00
	1.11.6.4	Labor Rate for Roofer	Per Hour	\$ 115.00
GENERAL COST FACTORS	2.1	Mileage rate	Per Mile	\$ 1.15
	2.2	Performance and payment bond - bonding rate (percent of project)	Percent	2.40
	2.3	Offeror's Support for CES Pricing	Percent	2.00

**Exhibit “B”
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
AGR23-928**

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.

Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	

Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

“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; Denise Derkacs; Melanee Hand; Susie Havemann; Keith Lepsch; David Reagor; and Randal Ryti.)

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "C"
SAMPLE TASK
ORDER
AGR23-928

Los Alamos County
AGR23-928
2023 On-Call Contractors
AGR DATE May 2023

Task Order Form

AGR23-928 TASK ORDER #1 CONTRACTOR – New Construction Job”

DATE PREPARED:

CHARGE:

CONTRACT MANAGER: Jim Zerr, 505-662-8158, All changes in scope, budget or schedule (extensions) need to be approved in advance by Jim Zerr.

COUNTY REQUESTOR/CONTACT: Jim Zerr, 505-662-8158.

ATTACHMENTS:

1. Proposal from CONTRACTOR. Dated MM DD, YYYY, in the amount of \$20,000 plus NMGR.

COMMENCE WORK DATE: Upon issuance of Purchase Order

REQUESTED DELIVERY DATE: As soon as it can be scheduled; end of October or early November.

SCOPE OF WORK REQUESTED:

1. Complete the Task

DELIVERABLE:

1. Completion of work.

ESTIMATED COST:

1. Cost \$20,000 plus NMGR.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER
(not including Reimbursable Expenses): \$30,000

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT):

\$2,000,000 Estimated Balance Incl This Task Order: \$1,970,000

SIGNATURE PAGE

Original Task Order

Sara Rhoton **Date**
Contract/Project Manager
Capital Projects & Facilities Manager

Project Manager **Date**

Eric Martinez **Date**
Deputy Public Works Director

Juan Rael **Date**
Public Works Director (if over \$3,000)

Steven Lynne **Date**
County Manager (if TO value is \$10,000
or more)

NAME **Date**
J3 Systems, LLC.

Task Order Revision (as applicable)

Sara Rhoton **Date**
Contract/Project Manager
Capital Projects & Facilities Manager

Project Manager **Date**

Eric Martinez **Date**
Deputy Public Works Director

Juan Rael **Date**
Public Works Director (if over \$3,000)

Steven Lynne **Date**
County Manager (if TO value is \$10,000
or more)

NAME **Date**
J3 Systems, LLC.

Exhibit "D"

AGR23-938

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. – AGR23-938
J3 Systems On-Call Roofing

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:

The right to sue on this bond accrues only to the Contracting Agency and the parties to whom Section 31-173 Los Alamos County Code of Ordinances grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said ordinance.

PROVIDE, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract.

PROVIDE, FURTHER, the County shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants. The Surety hereby waives notice of any change, including changes of time, to the Contractor or to related subcontracts, purchase orders and other obligations.

SIGNED AND SEALED ON this _____ day of _____, 20 _____

CONTRACTOR AS PRINCIPAL:

Signature: _____

Print Name: _____

Title: _____

Address: _____

SURETY'S AUTHORIZED NEW MEXICO AGENT:

Signature: _____

Print Name: _____

Title: _____

Address: _____

This bond is issued simultaneously with Performance Bond in favor of County for the faithful performance of the contract.

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. – AGR23-938
J3 Systems On-Call Roofing

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: _____