



## 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 **GM Emulsion, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes July 28, 2021.

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 21-50 ("RFP") on April 22, 2021, requesting proposals for On-Call Utility Repair Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated May 27, 2021 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the Board of Public Utilities, as part of a multiple source award, approved this Agreement and AGR21-50a, at a public meeting held on July 21, 2021; and

**WHEREAS**, the County Council, as part of a multiple source award, approved this Agreement and AGR21-50a, at a public meeting held on July 27, 2021; and

**WHEREAS**, the aggregate compensation between this Agreement and Agreement AGR21-50a are not to exceed the sum of TWO MILLION DOLLARS, (\$2,000,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); 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:**

The following are the services to be provided by the Contractor:

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

- a. Contractor shall provide construction services ("Services") including utility and public works related infrastructure installation, maintenance, and replacements during the Term of this Agreement on an as-needed basis. The County may, from time to time, request that Contractor provide the Services to other County departments/divisions through written orders from the Department of Public Utilities ("DPU") designated Project Manager.
- b. As provided in **Exhibit "A"**, Contractor shall supply all necessary tools, labor, supervision, coordination and materials as provided in the unit price. Contractor shall also be responsible for obtaining all necessary and applicable local, state, or federal permits. The

prices found in **Exhibit "A"** includes demobilization costs which shall not be billed separately to County.

- c. **Task Orders.** The County's and DPU's project manager ("Project Manager") shall request the Services of Contractor for individual or multiple projects ("Project(s)") through the issuance of written task orders ("Task Order") which specifies the work requested by the County and DPU. The Task Order shall identify the work and Services to be performed by Contractor and a Project timeline for completion of the work and Services. The Contractor shall provide, within ten (10) business days and in writing, a notice of acceptance of the work and any conditions or terms contractor believes it is unable or unwilling to accept. The task order will be adjusted only upon the written agreement of the 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 task order. In no event will the total of the maximum amount for all approved task orders exceed the maximum amount of compensation set forth unless modified by County. Modifications to the maximum amount for the task shall be agreed upon prior to continuing. Contractor is authorized to begin work on any particular phase/task only upon receipt of written approval by County. The task order may be as detailed as County finds necessary to assure appropriate oversight of the services to be performed by Contractor. If the Contractor is unable to provide, in the determination of the County and DPU Project Manager, the full scope of the proposed Task Order work, the County or DPU Project Manager may alter, change, modify or cancel the Task Order request.
- d. **Additional Cost Terms.** In addition to the pricing for Services to be provided by Contractor as found in **Exhibit "A"**, the following are additional conditions to Contractor's Services and shall be paid for the actual units installed in accordance with the Rate Schedule (Exhibit "A"). Unit prices in the Rate Schedule are delineated as follows:
- (1) Unit prices include equipment and labor costs.
  - (2) Materials shall be billed by Contractor to County at actual Contractor cost to acquire required material(s).
  - (3) Mobilization shall be billed on a per Task Order basis, approved by County Project Manager prior to Task Order issuance. Mobilization costs allowed include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the Task Order site; where applicable, establishment fencing for site yard, buildings, and other necessary general facilities for the Contractor's operations at the site.
  - (4) Traffic Control shall be billed on a per Task Order basis with quoted cost for time, labor, equipment, engineering, and permit fee prior to Task Order issuance. Quote must be approved by County Project Manager prior to Task Order issuance.
  - (5) Pipe installation unit prices do not include trenching which are separate unit price work items.
  - (6) Hourly items are for work not applicable for unit price installation such as maintenance and replacement work.
  - (7) No additional costs shall be allowed for having to work near or installing under or over utilities or structures that are located in accordance with local or State of New Mexico excavation requirements, including but not limited to NMSA Chapter 62, Article 14, or as may be amended.

- (8) Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- e. Contractor shall be responsible for all preliminary line locates, ongoing line locates, and excavation permits, traffic control plans, any preliminary exploratory excavation, installation excavation, installation, backfilling, all required bedding, and fill material.
- f. Asphalt and pavement Services shall be performed in accordance with adopted County Public Works Standards and the New Mexico State Highway Department Standard Specifications, latest edition; the most restrictive shall apply. Replacement pavement thickness must match existing pavement. Standards are available on request from the County's Project Manager.
- g. Contractor shall be responsible for the proper removal and disposal of waste material from any Project including, but not limited to, soil, rock, concrete, paving or other waste material related to the Task Order Project.
- h. For each Task-Ordered project, and before facilities are accepted by County as completed, Contractor shall submit to the Project Manager all pertinent test results, accurate as-built (record) drawings, and any other relevant information as requested by the County's Project Manager.
- i. All work shall be in accordance with the Department of Public Utilities Construction Standards dated October 27, 2007 and as may be amended from time to time, or other local, state, or federal applicable standards as specified by the County. A copy of the standards are available on request from the County's Project Manager.
- j. Any progress billing and payment shall be by work item, as provided in Exhibit "A" for actual units installed and accepted by the County's Project Manager in writing.
- k. Contractor shall be paid for the actual units installed and accepted in writing by the County's Project Manager in accordance with the unit prices listed in Exhibit "A," and notes therein.

## **2. Utility On-Call Construction Services Work Items.**

- a. Work Items and estimated quantities are listed in the Rate Schedule set out in Exhibit "A." Contractor shall supply quantities as they are identified for specific assignments on a Task Order basis. County reserves the right, at its sole discretion, to separately quote or bid any utility construction project.
- b. 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 issue it to the Contractor prior to the preparation of the Task Order. Task Order shall be issued by County to Contractor.
- c. Contract Performance 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:
  - (1) 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 100 percent of the price specified in the individual Task Order; and

- (2) 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 100 percent of the price specified in the individual Task Order.
- 3. Worker Safety; Drug and Alcohol Testing.** Contractor may be required to implement and maintain a drug and alcohol testing program meeting or exceeding local County Code requirements and State and federal DOT rules and regulations. The need will be determined on a Task Order basis, by County Project Manager. Contractor shall provide to County a copy of its current drug and alcohol policy and any amendments to the County' Project Manager on request.

**SECTION B. TERM:** The term of this Agreement shall commence July 28, 2021 and shall continue through July 27, 2028, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

**1. Amount of Compensation.**

- a. County shall pay compensation for performance of the Services in an amount not to exceed 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. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and the terms of this Agreement.
- c. There shall be no separately charged reimbursable expenses (e.g., printing, travel, lodging, food, entertainment, etc.) allowed under this Agreement.
- d. Individual task orders that exceed FIFTY THOUSAND DOLLARS (\$50,000.00) shall require BPU approval and task orders that exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) shall also require County Council approval.

- 2. Maximum Compensation.** Compensation for both Agreements (AGR21-50a and AGR21-50b) and under this Agreement, shall not exceed a combined total of TWO MILLION DOLLARS (\$2,000,000.00), excluding NMGRT.

- 3. Monthly Invoices.** For each properly issued Task Order, Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable for each Task Order. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**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 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. APPLICABLE LAW:** 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. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**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. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. 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 O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. 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 Q. 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 R. TERMINATION:**

- 1. Generally.** County 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 S. 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:

Project Manager, DPU  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Michelle Martinez, President  
GM Emulsion, LLC  
5935 Agua Fria Street  
Santa Fe, New Mexico 87507

**SECTION T. 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 County and Contractor.

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

**SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

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

**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**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_  
**PHILO S. SHELTON, III P.E.** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

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

**GM EMULSION, A NEW MEXICO LIMITED LIABILITY CORPORATION**

**BY:** \_\_\_\_\_  
**NAME: MICHELLE MARTINEZ** **DATE**  
**TITLE: PRESIDENT**



Exhibit "A"  
Compensation Rate Schedule  
AGR21-50b

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							* Material Billed at Cost (invoice reqd.) + Admin./Overhead Cost + Labor Cost = Total Cost						
Work Item	Description	Unit	Estimated Quantity	Material Cost	Admin. Overhead Cost	Labor Cost	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost Year 4	Total Cost Year 5	Total Cost Year 6	Total Cost Year 7
<b>REMOVING AND REPLACING PAVEMENT, CONCRETE WORK ITEMS</b>													
1	Mobilization (One Way Mileage from Home Office)	LS	LS				By Task	By Task	By Task	By Task	By Task	By Task	By Task
2	Traffic Control Complete	LS	LS				By Task	By Task	By Task	By Task	By Task	By Task	By Task
3	Asphalt Surfacing Removal & Disposal (Up to 3") (incl. existing base course)	SY	450			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
4	Asphalt Surface Removal & Disposal (3" or more) (incl. existing base course)	SY	450			\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
5	Unclassified Excavation (Up to 1ft Depth) (Incl. suitable material)	SY	450			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
6	Unclassified Excavation (1ft to 3ft) (Incl. suitable material)	SY	450			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
7	Subgrade Preparation @95%, incl. asphalt, sidewalk	SY	450			\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
8	Subgrade Preparation @95% for Curb & Gutter	LF	150			\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
9	Base Course (4" min) (roadway) (95% compaction)	SY	450			\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
10	Base Course (6" min) (roadway) (95% compaction)	SY	450			\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
11	Base Course (8" min) (roadway) (95% compaction)	SY	450			\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
12	HMA COMPLETE 3" (placement, incl. sawcut, compaction to 95%), per Section A.1.f of this Agreement	SY	250		\$150.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
13	HMA COMPLETE (per each inch over 3") (placement, incl. sawcut, compaction to 95%, and tack material between lifts) per Section A.1.f of this Agreement	SY/IN	250		\$150.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00

14	Curb & gutter (standard 6"x18") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	SY	10			\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00
15	Curb & gutter (standard 6"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
16	Curb & gutter (6"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
17	Curb & gutter (8"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
18	Curb & gutter (8"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
19	Curb & gutter (Mountable type 4"x24") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
20	Curb & gutter (Mountable type 4"x30") removal/disposal & replacement (incl. existing base), and neat saw cut, new base course (4"), (Incl. 95% compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
21	Curb & gutter (Mountable type 4"x30") removal/disposal (Incl. 95% Compaction)	LF	150			\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
22	Concrete Collars 8" min. 4000 PSI with fiber	SY	8			\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
23	Remove and Re-set Existing Manhole Frame & Cover	EA	5			\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
24	Remove Existing Manhole Frame & Cover, Replace with new Standard Frame & Cover	EA	5			\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
25	Potholing to verify existing utilities up to 5' deep	EA	20			\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00

26	Potholing to verify existing utilities up to 5' to 10' deep	EA	20			\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
27	Hydro Excavation	Per Day	3			\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
<b>TRENCH EXCAVATION AND BACKFILL WORK ITEMS</b>													
28	Soil trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000			\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
29	Soil trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	1000			\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
30	Soil trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200			\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
31	Soil Excavation for structure (Incl. backfill, and compaction to 95%; 10'-14')	CY	2000			\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
32	Tuff trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	1000			\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
33	Tuff trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	600			\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
34	Tuff trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	200			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
35	Hard rock trenching, backfill, and compaction to 95% to 6' depth by 2' wide	LF	100			\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
36	Hard rock trenching, backfill, and compaction to 95% to 6'-10' depth by 2' wide	LF	100			\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
37	Hard rock trenching, backfill, and compaction to 95% to 10'-14' depth by 2' wide	LF	50			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
<b>HOURLY WORK ITEMS</b>													
154	Other work not applicable above in unit prices for foreman/superintendent	HR	200			\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
155	Other work not applicable above in unit prices for laborer	HR	500			\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
156	Other work not applicable above in unit prices for welder, incl. equipment, materials and supplies.	HR	200			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
157	Other backhoe excavation work not applicable above in unit prices for backhoe and operator	HR	200			\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00

158	Other excavation work not applicable above in unit prices for loader and operator	HR	100			\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
159	Other work not applicable above in unit prices for dump truck and driver	HR	100			\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
160	Other work not applicable above in unit prices for 18-wheel truck/flatbed trailer and driver	HR	40			\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
161	Other work not applicable above in unit prices for a mini-excavator and operator	HR	250			\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
162	Other work not applicable above in unit prices for water truck with driver	HR	40			\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
163	Other excavation work not applicable above in unit prices for 20 to 30-ton track-hoe and operator	HR	60			\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
164	Other excavation work not applicable above in unit prices for D-6 bulldozer and operator	HR	40			\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
167	Class C Hydroseeding per NMDOT Standard Specifications Section 632: Seeding	Acre	5			\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00

**EXCAVATION CLASS**  
**DEFINITIONS:**

**HARD ROCK:** MATERIAL REQUIRING SPECIALIZED EQUIPMENT SUCH AS ROCK CUTTERS, TRACK HOES EQUIPPED WITH HAMMERS AND/OR ROCK DRILLS.

**TUFF:** MATERIAL THAT CAN BE READILY TRENCHED WITH A LADDER TRENCHER OR 20 TON TRACK HOE WITH SMALL ROCK BUCKET AT A REASONABLE PRODUCTION CAPACITY.

**SOIL:** MATERIAL THAT CAN BE READILY TRENCHED WITH A BACKHOE AT A REASONABLE PRODUCTION RATE:

Notes:

"SF" means square feet.

"SY" means square yard.

"SY/IN" means square yard per inch.

"EA" means each.

"CY" means cubic yards

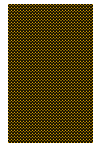
"HR" means hour

"LB" means pounds.

"LS" means lump sum.

**LEGEND:**

At time of Task Order issuance, the contractor must submit invoices for materials to be billed at actual cost and Fully Loaded Labor cost to install.



Only provide Fully Loaded labor cost for this item.



Cost to be determined by task. Traffic Control shall be billed at Quoted cost for time, labor, equipment, engineering, and permit fee prior to Task Order issuance. Mobilization shall be billed on a per Task Order basis.

