

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
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BUDGET FOR COST

Estimator: Bill Anderson

Date: 4/18/2022

Submitted To: Town Of Johnstown	Budget Title: North Sewer Expansion - Phase 1 90% Plans
Address: 450 S Parish Ave Johnstown, CO 80534	Budget Number:
Contact: Ellen Hilbig	Project Location:
Phone: 970-587-4664 Fax: 970-587-0141	Project City, State: Johnstown, CO
	Engineer/Architect: IMEG

We have prepared for your information the following items for budget evaluation purposes for the referenced project. This budget includes conceptual quantities, resource costs, scope-of-work and schedules and therefore may not completely represent all items of work or cost ultimately necessary for completion of the project. This budget was prepared using reasonable skill and judgment, but is not an offer to perform the Work described.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. Gravity Segment (Sta 00+00 To 86+25)					
1	Silt Fence - EC (Bid Compacted Earthen Berm In Lieu Of Silt Fence)	20,300.00	LF	\$1.10	\$22,330.00
2	Vehicle Tracking Control - EC (Bid Steel Plates For Less Maintenance And Longer Duration)	300.00	SY	\$65.40	\$19,620.00
3	Concrete Washout Area - EC	3.00	EACH	\$1,390.00	\$4,170.00
4	Stabilized Staging Area - EC	300.00	SY	\$14.90	\$4,470.00
5	Seed and Mulch - EC	33.00	ACRE	\$2,160.00	\$71,280.00
6	Street Sweeping	80.00	HR	\$175.00	\$14,000.00
7	Portable Sanitary Facility	1.00	LS	\$3,260.00	\$3,260.00
8	Maintain Erosion Control (EC) Measures (Allowance)	2.00	WK	\$2,380.00	\$4,760.00
9	Additional Erosion Control Measures (Allowance)	1.00	LS	\$2,380.00	\$2,380.00
10	Clear and Grub	123,031.00	SY	\$0.06	\$7,381.86
11	Strip and Stockpile Topsoil (6-Inches)	20,505.00	CY	\$3.05	\$62,540.25
12	Replace Stripped Topsoil	20,505.00	CY	\$2.85	\$58,439.25
13	Dewatering Allowance - Gravity Segment Drilled Wells At 50'	14,642.00	LF	\$111.00	\$1,625,262.00
14	Dewatering Allowance - Bore	10.00	EACH	\$14,400.00	\$144,000.00
15	Prep And Place 6" Gravel Access Road	14,200.00	SY	\$11.20	\$159,040.00
16	Restoration - Finish Grading	123,031.00	SY	\$0.63	\$77,509.53
17	24" Sewer, 12'-16' Depth	2,874.00	LF	\$253.00	\$727,122.00
18	27" Sewer, 12'-16' Depth	6,160.00	LF	\$286.00	\$1,761,760.00
19	27" Sewer, 16' + Depth	9,894.00	LF	\$322.00	\$3,185,868.00
20	Bore 36" Casing Pipe	199.00	LF	\$2,550.00	\$507,450.00
21	Bore 42" Casing Pipe	200.00	LF	\$3,870.00	\$774,000.00
22	Bedrock Excavation (13,359 CY) (No Blasting)	10,994.00	LF	\$63.50	\$698,119.00
23	Muck Excavation Rock Stabilization 1 Ft Deep In Groundwater Areas	8,750.00	TON	\$46.30	\$405,125.00
24	Sewer Manhole 60"	24.00	EACH	\$7,790.00	\$186,960.00
25	Sewer Manhole 72" W Landing (Includes Manhole Marker Post For Buried Manholes And Test Station For Location Wires Offset To ROW)	30.00	EACH	\$12,000.00	\$360,000.00
26	Remove And Replace Existing CMP	185.00	LF	\$57.70	\$10,674.50
27	Remove And Replace Existing Fence Allowance	1,610.00	LF	\$11.60	\$18,676.00
28	Remove And Replace Existing Unknown Irrigation Allowance	1.00	LS	\$11,600.00	\$11,600.00
29	Remove And Replace Existing Concrete Lined Ditch	600.00	LF	\$52.40	\$31,440.00
30	Construction Traffic Control - CR 48.5 Mobilization	1.00	EACH	\$757.00	\$757.00
31	Construction Traffic Control - CR 48.5 Plans	1.00	EACH	\$58.20	\$58.20
32	Construction Traffic Control - CR 48.5 Message Boards	360.00	DY	\$81.50	\$29,340.00
33	Construction Traffic Control - CR 48.5 Closure Equipment	180.00	DY	\$68.10	\$12,258.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
34	Construction Traffic Control - CR 48.5 Supervisor	5.00	DY	\$582.00	\$2,910.00
35	Construction Traffic Control - CR 48.5 Flaggers	80.00	HR	\$34.90	\$2,792.00
36	Construction Traffic Control - CR 48.5 Inspections	180.00	DY	\$93.10	\$16,758.00
37	Railroad Insurance	1.00	LS	\$10,500.00	\$10,500.00
38	Railroad Right Of Entry Permit	1.00	LS	\$23,300.00	\$23,300.00
39	Railroad Flagging (Allowance)	300.00	HR	\$146.00	\$43,800.00
40	Potholing	400.00	HR	\$247.00	\$98,800.00
41	Mobilization/Site Management	1.00	LS	\$332,900.00	\$332,900.00
42	Construction Surveying (Gravity Segment)	1.00	LS	\$105,100.00	\$105,100.00
43	Performance and Payment Bonds	1.00	LS	\$78,600.00	\$78,600.00

Total Price for above A. Gravity Segment (Sta 00+00 To 86+25) Items: \$11,717,110.59

B. Lift Station/Force Main Segment (STA 194+26 To 210+76)

LS.15	New Lift Station - Excavation (Includes 717 CY Excess Haul To Disposal)	1,792.00	CY	\$13.90	\$24,908.80
LS.26	New Lift Station (3-Pumps) And Apparatuses - Owned Equipment (Hensel Phelps Construction)	1.00	LS	\$328,800.00	\$328,800.00
44	New Lift Station Silt Fence - EC (Bid Compacted Earthen Berm In Lieu Of Silt Fence)	3,000.00	LF	\$0.81	\$2,430.00
45	New Lift Station Vehicle Tracking Control - EC (Bid Steel Plates For Less Maintenance And Longer Duration)	232.00	SY	\$55.50	\$12,876.00
46	New Lift Station Concrete Washout Area - EC	1.00	EACH	\$1,390.00	\$1,390.00
47	New Lift Station Stablized Staging Area - (4" Aggregate Base EC On Closest Laydown Area)	6,700.00	SY	\$8.05	\$53,935.00
48	New Lift Station Seed And Mulch - EC	4.50	ACRE	\$2,160.00	\$9,720.00
49	New Lift Station Street Sweeping	80.00	HR	\$175.00	\$14,000.00
50	New Lift Station Portable Sanitary Facility	1.00	LS	\$4,660.00	\$4,660.00
51	New Lift Station Maintain Erosion Control (EC) Measures (Allowance)	18.00	WK	\$660.00	\$11,880.00
52	New Lift Station Additional Erosion Control Measures (Allowance)	1.00	LS	\$660.00	\$660.00
53	New Lift Station Clear And Grub	21,400.00	SY	\$0.25	\$5,350.00
54	New Lift Station Strip And Stockpile Topsoil (6-Inches)	3,567.00	CY	\$4.35	\$15,516.45
55	New Lift Station Replace Stripped Topsoil	3,567.00	CY	\$4.35	\$15,516.45
56	New Lift Station Restoration - Finish Grading	21,400.00	SY	\$0.67	\$14,338.00
57	New Lift Station - Dewatering W 10 Deep Wells	16.00	WK	\$9,480.00	\$151,680.00
58	New Lift Station - Foundation Rock Stabilization 1 Ft Deep Under Wet Well, Emergency Overflow Vault, Valve Vault	220.00	TON	\$64.60	\$14,212.00
59	Force Main Asphalt Removal Milling 5"-7"	5,260.00	SY	\$9.95	\$52,337.00
60	Force Main Replace Asphalt Paving WCR 48.5 / WCR 50 Assume 5" Asphalt / 8" Class 5 Agg Base	5,260.00	SY	\$49.60	\$260,896.00
61	Force Main Pavement Markings WCR 48.5/50	1.00	LS	\$4,190.00	\$4,190.00
62	Force Main 12" DI To PVC C900 Flange Adaptor	2.00	EACH	\$3,680.00	\$7,360.00
63	Force Main 12-Inch Force Main Fusible PVC DR 18	3,221.00	LF	\$162.00	\$521,802.00
64	Force Main 12-Inch 22.5 Degree Bend (Fitting Epoxy Lined)	2.00	EACH	\$2,240.00	\$4,480.00
65	Force Main 12-Inch 45 Degree Bend (Fitting Epoxy Lined)	8.00	EACH	\$2,310.00	\$18,480.00
66	Force Main 12-Inch 90 Degree Bend (Fitting Epoxy Lined)	2.00	EACH	\$2,470.00	\$4,940.00
67	Force Main 12" Combination Air Valve In Manhole	2.00	EACH	\$11,500.00	\$23,000.00
68	New Lift Station (3-Pumps) And Apparatuses - General Conditions (Hensel Phelps Construction)	1.00	LS	\$756,500.00	\$756,500.00
69	New Lift Station (3-Pumps) And Apparatuses - Sitework (Hensel Phelps Construction)	1.00	LS	\$39,700.00	\$39,700.00
70	New Lift Station - Shoring	7,975.00	SF	\$346.00	\$2,759,350.00
70	New Lift Station - Shoring Railing/Fall Protection	292.00	LF	\$46.60	\$13,607.20
71	Force Main 12X6" Emergency Connection	2.00	EACH	\$9,890.00	\$19,780.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
72	New Lift Station - Structure Excavation For Wetwell Vault/Emergency Overflow Vault, Valve Vault / Haul To Disposal	3,400.00	CY	\$32.90	\$111,860.00
73	New Lift Station - Class 1 Structure Backfill Wet Well Overflow Vault Lower Foundation (4' Outside Wall To Shoring)	1,180.00	CY	\$80.00	\$94,400.00
74	New Lift Station - Class 2 Structure Backfill Upper Valve Vault	200.00	CY	\$27.40	\$5,480.00
75	New Lift Station - Structure Excavation Lift Station Building And Generator Enclosure Spread Footings	158.00	LF	\$23.00	\$3,634.00
76	New Lift Station - Structure Backfill Lift Station Building And Generator Enclosure 3 Ft Footings	158.00	LF	\$34.60	\$5,466.80
77	New Lift Station - Fine Grade Building Pad And Place 4" Underslab Gravel (Generator Enclosure/Lift Station Building/Exterior Concrete Pavement)	1,470.00	SF	\$4.10	\$6,027.00
78	New Lift Station - 8" Thick Aggregate Base Class 5 Gravel Road / Paratex Weed Control / Prepared Subgrade	840.00	SY	\$26.00	\$21,840.00
79	New Lift Station - Black Vinyl Coated Chain Link Fence 700 LF, 12' Swing Gate,	700.00	LF	\$74.20	\$51,940.00
80	Lift Station - Landscaping (Allowance)	1.00	LS	\$29,100.00	\$29,100.00
81	Lift Station - Bollard	10.00	EACH	\$437.00	\$4,370.00
82	New Lift Station (3-Pumps) And Apparatuses - Concrete (Hensel Phelps Construction)	1.00	LS	\$1,737,500.00	\$1,737,500.00
83	New Lift Station (3-Pumps) And Apparatuses - Masonry (Hensel Phelps Construction)	1.00	LS	\$66,200.00	\$66,200.00
84	New Lift Station (3-Pumps) And Apparatuses - Metals (Hensel Phelps Construction)	1.00	LS	\$155,500.00	\$155,500.00
85	New Lift Station (3-Pumps) And Apparatuses - Wood & Plastics (Hensel Phelps Construction)	1.00	LS	\$39,300.00	\$39,300.00
86	New Lift Station (3-Pumps) And Apparatuses - Thermal & Moist Protection (Hensel Phelps Construction)	1.00	LS	\$56,200.00	\$56,200.00
87	New Lift Station (3-Pumps) And Apparatuses - Doors & Windows (Hensel Phelps Construction)	1.00	LS	\$21,500.00	\$21,500.00
88	New Lift Station (3-Pumps) And Apparatuses - Finishes (Hensel Phelps Construction)	1.00	LS	\$55,000.00	\$55,000.00
89	New Lift Station (3-Pumps) And Apparatuses - Equipment (Hensel Phelps Construction)	1.00	LS	\$640,100.00	\$640,100.00
90	New Lift Station (3-Pumps) And Apparatuses - Mechanical (Hensel Phelps Construction)	1.00	LS	\$573,800.00	\$573,800.00
91	New Lift Station (3-Pumps) And Apparatuses - Electrical (Hensel Phelps Construction)	1.00	LS	\$1,390,400.00	\$1,390,400.00
92	Lift Station Electrical/Plumbing/Mechanical Contingency	1.00	LS	\$0.00	\$0.00
93	Force Main Construction Traffic Control - CR 50 Mobilization	1.00	LS	\$734.00	\$734.00
94	Force Main Construction Traffic Control - CR 50 Plans (Road Closure, Shoulder Closure)	2.00	EACH	\$58.20	\$116.40
95	Force Main Construction Traffic Control - CR 50 Road Closure Equipment	90.00	DY	\$62.50	\$5,625.00
96	Force Main Construction Traffic Control - CR 50 Shoulder Closure Equipment	20.00	DY	\$153.00	\$3,060.00
97	Force Main Construction Traffic Control - CR 50 Traffic Control Supervisor	5.00	DY	\$582.00	\$2,910.00
98	Force Main Construction Traffic Control - CR 50 Flagging	80.00	HR	\$34.90	\$2,792.00
99	Force Main Construction Traffic Control - CR 50 Traffic Control Inspections	90.00	DY	\$93.10	\$8,379.00
100	Xcel Energy Pole Support/Deenergize Allowance	1.00	LS	\$29,100.00	\$29,100.00
101	Force Main Potholing (Allowance)	400.00	HR	\$247.00	\$98,800.00
102	Mobilization/Site Management	1.00	LS	\$419,700.00	\$419,700.00
103	Force Main Construction Surveying	1.00	LS	\$13,200.00	\$13,200.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104	Force Main Performance And Payment Bond	1.00	LS	\$73,000.00	\$73,000.00
Total Price for above B. Lift Station/Force Main Segment (Sta 194+26 To 210+76) Items:					\$10,895,329.10
C. Interceptor Gravity Segment (Sta 210+76 To 313+20) And CR 13					
105	Silt Fence - EC (Bid Compacted Earthen Berm In Lieu Of Silt Fence)	12,400.00	LF	\$1.10	\$13,640.00
106	Vehicle Tracking Control - EC (Bid Steel Plates For Less Maintenance And Longer Duration)	255.00	SY	\$76.00	\$19,380.00
107	Concrete Washout Area - EC	2.00	EACH	\$1,390.00	\$2,780.00
108	Stabilized Staging Area - EC	120.00	SY	\$24.20	\$2,904.00
109	Seed and Mulch - EC	15.00	ACRE	\$2,160.00	\$32,400.00
110	Street Sweeping	40.00	HR	\$175.00	\$7,000.00
111	Portable Sanitary Facility	1.00	LS	\$931.00	\$931.00
112	Maintain Erosion Control (EC) Measures (Allowance)	2.00	WK	\$2,380.00	\$4,760.00
113	Additional Erosion Control Measures (Allowance)	1.00	LS	\$2,380.00	\$2,380.00
114	Clear and Grub	106,622.00	SY	\$0.05	\$5,331.10
115	Strip and Stockpile Topsoil (6-Inches)	17,770.00	CY	\$3.00	\$53,310.00
116	Replace Stripped Topsoil	17,770.00	CY	\$2.90	\$51,533.00
117	Dewatering Allowance - Gravity Segment Drilled Wells At 50'	11,100.00	LF	\$111.00	\$1,232,100.00
118	Dewatering Allowance - Bore	8.00	EACH	\$17,100.00	\$136,800.00
119	Restoration - Finish Grading	106,622.00	SY	\$0.63	\$67,171.86
120	12" Sewer, 12'-16' Depth	1,585.00	LF	\$140.00	\$221,900.00
121	12" Sewer, 16' + Depth	957.00	LF	\$212.00	\$202,884.00
122	18" Sewer, 12'-16' Depth	5,188.00	LF	\$182.00	\$944,216.00
123	21" Sewer, 12'-16' Depth	2,503.00	LF	\$225.00	\$563,175.00
124	24" Sewer, 12'-16' Depth	2,553.00	LF	\$253.00	\$645,909.00
125	Bore 36" Casing Pipe	71.00	LF	\$2,480.00	\$176,080.00
126	Bedrock Excavation (4,453 CY) (No Blasting)	2,903.00	LF	\$45.80	\$132,957.40
127	Muck Excavation Rock Stabilization 1 Ft Deep In Groundwater Areas	3,750.00	TON	\$67.90	\$254,625.00
128	Sewer Manhole 48"	7.00	EACH	\$5,920.00	\$41,440.00
129	Sewer Manhole 60"	28.00	EACH	\$7,790.00	\$218,120.00
130	Sewer Manhole 72" W Landing (Includes Manhole Marker Post For Buried Manholes And Test Station For Location Wires Offset To ROW)	4.00	EACH	\$11,900.00	\$47,600.00
131	24" Plug Valve (Includes 40 LF PVC C900 For Valve Connection As SDR 35 Does Not Connect)	1.00	EACH	\$47,600.00	\$47,600.00
132	Remove And Replace Existing CMP	40.00	LF	\$57.70	\$2,308.00
133	Remove And Replace Existing Fence Allowance	600.00	LF	\$11.60	\$6,960.00
134	Remove And Replace Existing Unknown Irrigation Allowance	1.00	LS	\$11,600.00	\$11,600.00
135	Remove And Replace Existing Concrete Lined Ditch	200.00	LF	\$23.30	\$4,660.00
136	Construction Traffic Control - CR 50 Mobilization	1.00	EACH	\$757.00	\$757.00
137	Construction Traffic Control - CR 50 Plans	1.00	EACH	\$58.20	\$58.20
138	Construction Traffic Control - CR 50 Message Boards	30.00	DY	\$81.50	\$2,445.00
139	Construction Traffic Control - CR 50 Closure Equipment	30.00	DY	\$68.10	\$2,043.00
140	Construction Traffic Control - CR 50 Supervisor	5.00	DY	\$582.00	\$2,910.00
141	Construction Traffic Control - CR 50 Flaggers	40.00	HR	\$34.90	\$1,396.00
142	Construction Traffic Control - CR 50 Inspections	30.00	DY	\$93.10	\$2,793.00
143	Corbett Glen Flow Bypass Pumping	1.00	WK	\$19,900.00	\$19,900.00
144	Xcel Energy Pole Support/Deenergize Allowance	1.00	LS	\$29,100.00	\$29,100.00
145	Potholing (Allowance)	200.00	HR	\$247.00	\$49,400.00
146	Mobilization/Site Management (Included In Item 102)	1.00	LS	\$0.00	\$0.00
147	Construction Surveying	1.00	LS	\$6,190.00	\$6,190.00
148	Performance And Payment Bond	1.00	LS	\$35,600.00	\$35,600.00
Total Price for above C. Interceptor Gravity Segment (Sta 210+76 To 313+20) And CR 13 Items:					\$5,307,047.56

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
D. Supp 1 - Water Cistern And Supply System					
149	New Lift Station 5000 Gallon Water Cistern Allowance, Used Poly Pipe	1.00	LS	\$104,800.00	\$104,800.00
Total Price for above D. Supp 1 - Water Cistern And Supply System Items:					\$104,800.00
E. SUPP 2 - Demolish/Decommissioning Of Corbett Lift Station					
156	Demolish/Decommissioning Existing Lift Station - Remove Pump Housing	1.00	LS	\$11,300.00	\$11,300.00
157	Demolish/Decommissioning Existing Lift Station - Remove 8" Concrete Slab	425.00	SF	\$4.00	\$1,700.00
158	Demolish/Decommissioning Existing Lift Station - Clean Wet Well/Backfill Existing Wet Well With Gravel	45.00	CY	\$93.40	\$4,203.00
159	Demolish/Decommissioning Existing Lift Station - Excel Energy Fees Allowance	1.00	LS	\$1,160.00	\$1,160.00
Total Price for above E. SUPP 2 - Demolish/Decommissioning Of Corbett Lift Station Items:					\$18,363.00
F. Project Contingency					
160	Project Contingency (6%)	28,050,000.00	DLR	\$0.06	\$1,683,000.00
Total Price for above F. Project Contingency Items:					\$1,683,000.00
Total Bid Price:					\$29,725,650.25

- Notes:**
- Budget Pricing is based upon 90% Design Plans titled "North Sewer Expansion - Phase 1" dated March 25, 2022, Sheets 1 through 87, prepared by IMEG.
 - The following are excluded from this proposal: Warrantee period in excess of two years; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, Fees, including but not limited to, for development, inspection, utility connection, meters, etc.; Maintenance of erosion control devices for others; quality control or acceptance testing
 - Material prices for pipeline Items are guaranteed for a period of 10 days from the date shown on the top of this quote. After 10 days the material prices may change the unit prices quoted.
 - Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.



Quotation For:

Michael Smith

CONNELL RESOURCES, INC.
7785 HYLAND MEADOWS PKWY, STE 100
FORT COLLINS, CO-Colorado 80528

(970) 223-3151
msmith@connellresources.com

Quotation From:

John Cheever

1687 Cole Blvd. Ste 300
Lakewood, Colorado 80401

john.cheever@holcim.com

Project Name

Johnstown North Sewer
Expansion Phase 1

Project Address

CR 17 and CR 48.5
Johnstown, CO
80534

Quote Date

4/12/2022

Quote Number

Q-391903

Legacy Quote Number

Customer Number

37014

PO#

Open for Acceptance Until

5/12/2022

Product Lines									
Product	Product Description	Line Description	Plant	Quantity	UOM	Material Price	Truck Type	Freight	Landed Price
7422	SG, ROAD BASE CL6, 3/4"-#200	Meets Class 5 / 6	LONGMONT EAST SAND & GRAVEL	14,500	TON	\$12.00	Trailer Tandem SIDE	\$6.25 \$9.20 \$6.55	\$18.25 \$21.20 \$18.55
7284	SG, #67, 3/4"-#4, W	1" Bedding Rock, Meets 57/67	GREELEY WEST SAND & GRAVEL	72,000	TON	\$21.75	Trailer Tandem SIDE	\$4.15 \$6.30 \$4.55	\$25.90 \$28.05 \$26.30
7294	SG, #8, 3/8"-#8, W	Pea Gravel	GREELEY WEST SAND & GRAVEL	8,000	TON	\$18.00	Trailer Tandem SIDE	\$4.15 \$6.30 \$4.55	\$22.15 \$24.30 \$22.55
7433	SG, SQUEEGEE, 3/8"-#16, W	Squeegee	GREELEY WEST SAND & GRAVEL	1	TON	\$12.00	Trailer Tandem SIDE	\$4.15 \$6.30 \$4.55	\$16.15 \$18.30 \$16.55

Additional Notes for Q-391903

The following inclusions apply to quote:

- The prices quoted become effective 4/12/2022 and is subject to escalation after the quote acceptance date as provided for in our Terms and Conditions of Sales.
- This quotation supersedes all previous quotations for the products, delivery points and project detailed above.
- Payment terms will be 30 DAYS NET. The seller reserves the right to apply a 1.5% finance charge per month (annual rate 18%) on unpaid balances outside terms as stated.
- Quoted rates does not guarantee delivery rate (ie: tons/hr, tons/day, etc). Delivery schedules will be mutually agreed upon by both companies.
- All material is subject to availability.
- Pricing is based on all material purchased from Aggregate Industries. If individual items are to be purchased AI reserves the right to reevaluate pricing on all products.
- DBE participation by freight is not guaranteed. Aggregate Industries will need to utilize both non-DBE and DBE haulers on this project.
- FUEL SURCHARGE Quoted freight rates are based on Diesel Fuel prices according to Energy Information Administration for the Rocky Mountain Region (www.eia.gov). The fuel surcharge base rate is set using the 'Quote Date' of this quote located on page 1 and the corresponding EIA.gov Week 1 posting for that same time period. Freight rates are firm for the Quote Date month but are subject for review and increases each month following. Fuel surcharges will apply once the base diesel price increases by \$.25 per gallon. If rates increase by that amount then there will be a 2.5% increase to the quoted freight rate. For every additional \$0.25 increase in the price per gallon of fuel, there shall be another 2.5% increase.
- Contract of sale shall be made when the seller receives a signed copy of this quote.
- Unless stated otherwise, the above prices are quoted on a per net ton (2,000 pounds) basis F.O.B.

- Sales tax is not included in the above pricing and is applicable unless exempt by State Law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commencement of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at the point of sale. Notification of tax-exempt status after shipments initiated will require customer to file for tax refund/credit from taxing authority for taxes charge up to the notification date. Credits will not be issued by Aggregate Industries for the taxes billed on the prior invoices.
- If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commence of the project. Purchaser shall pay all applicable Federal, State and Local sales, use,excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at seller's plant site site or the site we have delivered the material to.
- All freight charges are based on full loads. Additional charges will apply for loads less than 13 tons on a tandem and 20 tons on a trailer.
- Deliveries outside of normal operating hours or on Saturday, Sunday or Holidays are subject to additional charges to be negotiated.
- Imported materials will be subject to negotiation.
- THE CONTACT PERSON IS John Cheever AND ANY QUERIES REGARDING THE ABOVE SHOULD BE ADDRESSED TO HIM/HER AT OR john.cheever@holcim.com.

ACCEPTANCE OF THIS QUOTATION: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the same company, including the prices, terms, and conditions contained herein.

Please return a signed copy of this quotation by mail to the address below or by facsimile before commencement of delivery.

Name (Please Print)

Signature

Date

Standard Terms and Conditions of Sale

1. ACCEPTANCE.

These Standard Terms and Conditions ("Terms") govern all sales of products and materials (the "Products") by Aggregate Industries Management, Inc. ("AI"), or any parent, member, subsidiary or affiliate of AI ("Seller") to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). Upon receipt by Buyer of an express acceptance by Seller or upon commencement of performance by Seller, these Terms, the Purchase Order, as modified by Buyer's acceptance or order acknowledgment, become a binding contract between Buyer and Seller on the terms reflected in those documents (the "Sales Agreement"). Notwithstanding the foregoing, Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or Buyer's acceptance of all or any part of the Products ordered; no addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not (i) be construed as assent to such contrary or additional terms and conditions or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.

2. PRICE.

The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts. The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts.

3. PAYMENT.

Payments must be made to Seller in U.S. dollars within (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payments not received when due will bear interest at the power of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment of adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.

4. SPECIFICATIONS.

Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.

5. SHIPMENT.

Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. If Seller is unable to meet such date, Buyer has no claim for damages resulting from any delay in delivery.

6. TITLE AND RISK OF LOSS.

Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.

7. LIMITED WARRANTY.

Seller warrants that the Products will meet the specifications. THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS, UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT; SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.

8. CONDITIONS OF APPLICABILITY OR WARRANTY.

Seller's warranty of any Product is of no effect if (i) the Product is not stored or handled appropriately, (ii) the defect of the Product resulted from damages occurring after delivery of the Product, (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery, or (iv) the defect should have been discovered by Buyer in Buyer's inspection and is not reported to Seller within ten (10) days after the Product's arrival at the destination.

9. DEFECTIVE PRODUCTS.

If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claim report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.

10. RETURNS.

No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of return of the Products without being damaged.

11. LIMITATION OF LIABILITY AND REMEDIES.

IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. SELLER'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS SALES AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS SOLD UNDER THIS SALES AGREEMENT OR CORRESPONDING PURCHASE ORDER. THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL, SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, OR, AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. BUYER AND SELLER AGREE THAT THE EXCLUSIVE REMEDY SET FORTH HEREIN DOES NOT CAUSE THE CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE. Except as expressly set forth herein, neither herein or in any quotation shall (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Buyer any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the goods described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

12. ENVIRONMENTAL FEE AND FUEL SURCHARGE.

Seller is committed to help ensure a clean and safe environment for our employees, our customers, and our communities. Seller also is committed to controlling and covering its costs so we can continue to provide the best overall value across all product lines. Environmentally-related costs and fuel-related costs are something we cannot fully control. Seller's environmental fee and fuel surcharge are meant to help us cover these costs and to help us achieve an acceptable operating margin. The environmental fee and fuel surcharge are separate line items on customer invoices. Seller's environmental fee helps to cover our costs and expenses to operate, on a company-wide basis, in a safe and environmentally responsible manner. The amount or percentage of the environmental component is not specifically tied to the direct or indirect costs to service Buyer's account, but instead to the Seller's overall costs and operating margin goals. Similarly, Seller's fuel surcharge is a charge to cover the Seller's overall costs associated with the delivery of products, including but not limited to the cost of fuel, and the incremental costs for unexpected mileage, wait times, and traffic patterns, and to help meet margin goals.

NOT A GOVERNMENTAL TAX; FUTURE CHANGES.

Seller's environmental fee and fuel surcharge are not taxes, surcharges, or fees imposed by or remitted to any governmental or regulatory agency; they are Seller's charges. The environmental fee and fuel surcharge may be changed at the discretion of Seller. To the extent required by Buyer's applicable customer service terms, the assessment of the environmental fee and fuel surcharge or any change to such charge is effective upon Buyer's acceptance of rebate payments from Seller or Buyer's payment of any such charges to Seller.

13. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

Any claims, disputes and controversies arising in any way to the Sales Agreement including but not limited to Claims related to the financing of the purchase, ("Claims") shall be resolved by arbitration in the Governing State. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims against any of Seller's owners, shareholders, affiliates, subsidiaries, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include Seller's

bond and/or lien claims, which may be enforced and/or resolved in court. BUYER AND SELLER WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. Except as expressly stated in the Class Action Waiver, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge. Notwithstanding this agreement to arbitrate, the Buyer and Seller may (in each party's sole discretion) elect to pursue Claims in small claims court on an individual basis only, rather than arbitrate, if the Claims fall within the jurisdiction of the applicable small claims court. This Sales Agreement evidences a transaction in interstate commerce. All issues relating to this Arbitration Agreement and Class Action Waiver will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. § 1-16, or to the extent held applicable under federal substantive law, the law of the Governing State, without regard to conflicts of law. Buyer and Seller further agree that: (1) any dispute or claim arising out of or relating to this Sales Agreement will proceed solely on an individual, non-class, non-representative basis; and (2) the parties expressly waive any right or ability to bring, assert, maintain, or participate as a class member in, a class action, representative action, or private attorney general action (collectively, "Class Action") in court, arbitration, or any other forum regarding any Claim, and expressly waive the right for anyone to do so on our behalf. NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action as to any particular Claim, then the Arbitration Agreement shall be null and void as to that Claim, which shall be resolved in a court of law (and not in arbitration) after the arbitration on the other claims has ended. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to 5 10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules if the Buyer is a company or other commercial entity. The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules if the Buyer is an individual whose purchase is intended for personal, family or household use. Information on AAA and a copy of the applicable Rules may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. Each party will pay his/her its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the applicable Rules gives a party the right to recover any of those fees from the other party. The arbitrator(s) is not empowered to award consequential, incidental, treble, exemplary or punitive damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved in arbitration. If a court determines that a party is making a statutory claim where such damages are provided for by the statute and cannot be waived, then that claim or other damages shall be resolved in court, rather than arbitration, and after the arbitration has ended, but only if the Arbitrator(s) has ruled in favor of that party on the liability of that statutory claim. If any portion of this Arbitration Agreement and Class Action Waiver is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement and Class Action Waiver shall nevertheless remain valid and enforceable, except as provided in the Class Action Waiver.

CONSUMER OPT-OUT PROVISION.

An individual Buyer whose purchase is intended for personal, family, or household use ("Consumer Buyer") shall have the right to opt out of this Arbitration Agreement and Class Action Waiver by providing written notice of intention to do so within thirty (30) days of the date of this Sales Agreement to: LafargeHolcim Legal Department, 6211 Ann Arbor Road, Dundee, Michigan 48131, ATTN: "Arbitration/Class Action Waiver Opt Out." Consumer Buyer must include in the opt out notice (a) the Consumer Buyer's name and address; (b) the date of this Sales Agreement.

14. TERMINATION.

In the event of a breach by Buyer, Seller may terminate the Sales Agreement upon giving ten (10) days' written notice of termination. If the Sales Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.

15. FORCE MAJEURE AND ALLOCATION.

Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, labor disputes, shortages, strikes or lockouts; breakdowns or accidents; fires, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation; governmental, regulatory or legal action; unusually severe weather conditions, earthquakes, floods, or other acts of God; or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Force Majeure"). The date of delivery shall be extended for a period equal to the time lost by reason of any Force Majeure. During times of shortage, Seller shall have the right to allocate among its customers in accordance with Section 2-615 of the UCC.

16. INDEMNIFICATION.

To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.

17. ENTIRE AGREEMENT.

The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supercedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.

18. SUCCESSORS AND ASSIGNS.

The Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent.

19. GOVERNING LAW.

The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state of the transaction's point of sale (the "Governing State"), without regard to such state's conflicts of law provisions.

20. JURISDICTION AND VENUE.

Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 21.

21. WAIVER.

The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement.

22. SEVERABILITY.

If any provision of the Sales Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Sales Agreement remain in full force and effect.

23. NOTICES.

No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered; (ii) transmitted by facsimile (with a receipt acknowledgment); (iii) transmitted by electronic computer mail; (iv) transmitted by a recognized courier service; or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: If to Seller, at its address designated on the face of the Written Quotation; ATTN: SALES DEPARTMENT; and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally; (ii) on the date of transmission if delivered by facsimile; (iii) on the date of transmission if transmitted by electronic computer mail; (iv) one day after pickup by courier if delivered by courier; or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

24. CONSTRUCTION.

The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales Agreement.

25. SURVIVAL.

The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 12, 13, 16, 19, 20 and this Section 25 shall survive the expiration or termination of the Sales Agreement.