



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 **Southwest Hazard Control, Inc.**, an Arizona corporation ("Contractor"), to be effective for all purposes August 9, 2023 ("Effective Date").

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. 23-71R ("RFP") on May 7, 2023, requesting proposals for On-Call Asbestos and Other Hazardous Materials Abatement Services, as described in the RFP; and

WHEREAS, hazardous material (Materials) means asbestos containing materials (ACM), lead-based paint, mold, and other hazardous substances or material that the Secretary of Transportation has determined are capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and are designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103).

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 18, 2023 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was one (1) of two (2) successful Offerors for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement and AGR23-71a at a public meeting held on August 8, 2023; and

WHEREAS, the aggregate compensation between this Agreement and Agreement AGR23-71a are not to exceed the combined sum of THREE MILLION AND NO/100 DOLLARS, (\$3,000,000.00), excluding New Mexico gross receipts taxes (NMGR); and

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

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

SECTION A. SERVICES: Upon County's request, Contractor shall provide On-Call Asbestos and Other Hazardous Materials Abatement Services as specified herein ("Service" or "Services"). All Services shall be assigned on an On-Call basis, through Task Orders issued by the County Project Manager, as described in "Task Order Process" herein. County provides no guarantee for frequency or volume of Services to be provided for any given time period throughout the term of this Agreement. Contractor is solely responsible for the means, methods, and processes for completing the agreed upon Services. Project schedules, price, and completion dates shall be determined on a project-by-project basis as outlined in an Approved Task Order, and shall be dependent upon the urgency of the Services. Contractor shall supply all labor, materials, and equipment, including specialty equipment, necessary to complete the Services in accordance with the

Compensation Rate Schedule, attached hereto as Exhibit A. Upon County's acceptance of Contractor's Services, Contractor shall submit to County the disposal records, test records, and other County-required information. All work shall be in accordance with all applicable local, state, and federal standards. Contractor may be requested to perform any or all of the Services identified below and as will be agreed to in the Approved Task Order(s):

1. Abatement Services

- a. Contractor shall be responsible for planning the collection, securing, shipping, manifesting and ensuring proper disposal of Materials.
- b. Materials Abatement
 - i. Collection of Materials;
 - ii. Securing of Materials;
 - iii. Manifesting the Materials for shipment;
 - iv. Proper disposal at a facility licensed to accept the Materials; and
 - v. Documentation of disposal to include location of the disposal site and EPA permit number for the disposal site.
- c. Other Requirements:
 - i. At all times during performance of this Agreement and until the work is completed and accepted by County, Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to County and has authority to act for Contractor.
 - ii. Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the Services. Contractor shall also be responsible for all injuries to persons and damages to property that occur as a result of Contractor's fault or negligence. Contractor shall also be responsible for all Materials removed and Services performed until final completion and acceptance by County.
 - iii. Contractor shall confirm all operations involving temporary storage and transportation of Materials are only to areas or facilities authorized or approved by County.
 - iv. County shall have the right to take possession of or use of any premises where Contractor has completed or partially completed part of the Services. Before taking possession, County shall furnish Contractor a list of items remaining to be performed. However, failure of County to list any item shall not relieve Contractor of responsibility for complying with the terms of this Agreement. County's possession or use shall not be deemed an acceptance of any Services under this Agreement.
 - v. Contractor shall at all times keep the Service areas, including storage areas, free from accumulations of waste or Materials. Before completion, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that result from Contractor's Services. Upon completing the Services, Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to County.
 - vi. Upon completion of the Task Order, Contractor shall submit satisfactory proof to the County that required permits, an approved licensed/permitted site location and arrangements for transportation and disposal of the Materials were made.

Contractor shall submit the name of the landfill used for disposal to County and show proof that all regulations pertaining to disposal of any hazardous materials were met. Contractor shall submit to the County, a copy of all relevant handling procedures manuals or guidelines and lists of protective equipment used for hazardous material disposal at any landfill, verifications signed by the contractor and an acceptance receipt signed by the landfill owner. A transportation manifest itemizing the type and quantity of each hazardous material load and its disposal destination shall be provided by the contractor, complying with any applicable state or federal requirement for such Materials disposal.

2. Work Conditions.

- a. Contractor may be required to perform Services alongside and protect other contractors performing other work simultaneously at the abatement site, as well as protecting the public. Whenever safety concerns involving others arise in the immediate area of the abatement site, the Contractor shall be responsible for tenting and otherwise protecting the public and others who potentially could be exposed to the materials being abated.
- b. Contractor may be required to perform Services in Confined Spaces and all technicians working in such environment shall possess current certifications for working in Confined Spaces.
- c. Contractor shall provide a Safety Management Plan to the County, acceptable to the Project Manager.
- d. Contractor shall be aware of the conditions that may normally exist within the project area during performance of the work. Those conditions may include but are not limited to:
 - i. Extended freezing temperatures,
 - ii. Intense rainfall events,
 - iii. Snowfall and snow accumulation,
 - iv. Limited direct sunlight.
- e. Delays due to normal weather conditions are not eligible for time extensions and/or additional compensation. Contractor shall protect its work and the project from normal weather events. Unusual weather-related time extensions may be awarded by the County pursuant to an approved Task Order Revision at the County's sole discretion.

3. TASK ORDER PROCESS.

- a. All Services shall be performed by Task Order. County shall make reasonable efforts to generally provide at least two (2) weeks' notice to Contractor for the Services required under any Task Order. The Task Order shall be priced by Contractor on a regular five (5) day schedule, Monday through Friday, forty (40) hours per week, unless otherwise agreed by both Parties.
- b. County's Project Manager shall request the Services of Contractor for individual or multiple projects through a written Request for Quote(s). Each Request for Quote(s) shall identify the services required, generally describe the project and provide a timeline for Project completion. A Request for Quote(s) 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 B.
- c. Upon the County's issuance of a Request for Quote(s), Contractor shall provide a written, itemized Quote for the task(s), and/or services requested by Project Manager ("Quote"). The Quote shall provide, in writing, the proposed reimbursable material costs, labor hours, and labor type necessary to complete the Task Order. Cost shall conform to the rates proposed by Contractor and agreed to by County as a not-to-exceed fixed price. Any progress billing and payment shall be provided by Contractor in the Quote and is subject to approval by Project Manager. Preparation and work performed to prepare Quotes shall be considered incidental to this Agreement and not compensable.

- d. If Contractor's Quote is signed by Contractor and acceptable to County, Project Manager shall provide Contractor with written approval ("Approved Task Order"). After receipt of the Approved Task Order, County and Contractor shall schedule the Services. Contractor is authorized to begin work on any particular phase / task only upon receipt of the Approved Task Order. The Contractor will follow the requirements detailed in the Task Order and move through the various design phases. Task Orders shall be numbered sequentially (TO1, TO2, etc.)
- e. If the 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 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 Approved Task Order. Modifications to the maximum amount for the Approved Task Order shall be agreed upon by County prior to Contractor continuing the performance of Services. Modifications shall follow the previous nomenclature with sequential capitalized letters following the numbered task orders (TO1A, TO1B, etc.) In no event shall the total of the maximum amount for all Approved Task Orders for On-Call Asbestos and Hazardous Materials Abatement Services provided in this Agreement and AGR23-71a exceed the maximum amount of compensation set forth in this Agreement unless modified by County. Unanticipated events, such as natural phenomena, shall not form the basis for additional compensation to Contractor.
- f. Contractor must take any and all actions to timely complete the work agreed to in the Approved Task Order, including but not limited to subcontracting the work. Costs for any Sub-contractors are the responsibility of the Contractor.
- g. The Agreement will 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 project. County's issuance of a written Request for Quote(s) is not a guarantee of work to Contractor. County, at its sole discretion, shall determine when Contractor's Services are required and shall issue written Request for Quote(s) as needed.
- h. The amount payable by County shall in every instance be based on time actually spent and services satisfactorily rendered or as the percentage at the payment schedule applicable to the phase, in an amount not to exceed the maximum amount shown on the approved Task Order by phase. "Satisfactorily rendered" includes but is not limited to items such as timeliness of the various deliverables, completeness, re-work needed to bring the submitted packages up to desired completeness, etc.
- i. Contractor may be required to attend Council and other public meetings. The County shall identify the meetings and the Contractor shall include the costs for attendance in the maximum amount of the Task Order, based on the hourly rates agreed to. In the event that it is determined after issuance of the Task Order that meeting attendance is required, County shall inform Contractor of such, and Contractor shall bill the County, accordingly, based on the hourly rates as agreed.

4. Pay of Prevailing Wages and Bond Requirements

- a. Individual Task Orders which exceed the state prevailing wage threshold shall be subject to a Wage Rate Decision. County shall obtain and provide the Wage Rate Decision and issue it to the Contractor prior to the preparation of the Task Order.
- b. Contract Performance and Payment and Performance 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 Approved Task Order. A sample Payment Bond and Performance Bond are attached as Administrative Forms, Exhibit C:
 - i. A performance bond satisfactory to the County, executed by a surety company

- authorized to do business in the state or otherwise secured in a manner satisfactory to the County, in an amount equal to 100 percent (100%) of the price specified in the individual Approved Task Order; and
- ii. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided for in the individual Task Order. The bond shall be in an amount equal to 100 percent (100%) of the price specified in the individual Approved Task Order.

SECTION B. TERM: The term of this Agreement shall commence August 9, 2023, and shall continue through August 8, 2030, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. Amount of Compensation.

- a. County shall pay compensation for performance of the Services in accordance with Exhibit A, the Compensation Rate Schedule.
- b. Compensation for any one Approved Task Order shall not exceed the Approved Task Order amount, which amount shall not include applicable New Mexico gross receipts taxes ("NMGRT").
- c. Compensation for all Agreements, AGR23-71a and AGR23-71b over the term of the Agreements, shall not exceed a combined total of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), including reimbursable expenses and excluding NMGRT.

2. Reimbursable Expenses. County shall pay compensation for approved reimbursable expenses at actual cost with no markup in accordance with Exhibit A. Reimbursable expenses shall be paid as follows:

a. Lodging:

County shall compensate Contractor in accordance with County policy for overnight stays if required and approved by the Project Manager.

3. Invoices. Contractor shall submit itemized invoices to County's Project Manager indicating Approved Task Order number, Services performed, dates and times Services were performed, any reimbursable expenses, amount of compensation due, amount of any NMGRT, and total amount payable. 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, 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:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

5. Contractors Pollution Liability Insurance: ONE MILLION DOLLARS (\$1,000,000.00) aggregate. Pollution Liability Insurance shall provide coverage for Services provided during the term of this Agreement and for a period of at least five (5) years thereafter.

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

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

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

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

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

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

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

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from

uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

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:

Capital Projects & Facilities Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

Contractor:

Guillermo Andrade, Contract Manager
Southwest Hazard Control, Inc.
610 San Jose, SE, Building B
Albuquerque, New Mexico 87102

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 was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

SECTION AD. 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
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SOUTHWEST HAZARD CONTROL, INC.,
AN ARIZONA CORPORATION

BY: _____
GUILLERMO ANDRADE **DATE**
PROJECT MANAGER

**Exhibit A
Compensation Rate Schedule
AGR23-71b**

UNIT PRICES – RATES FOR TASK ORDERS WHICH ARE UNDER THE STATE PREVAILING WAGE THRESHOLD.

Item #	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Demolition, disposal and backfill of concrete duct bank, 4 feet X 4 feet in cross section with top of duct bank 0 to 4 feet below surface, containing ACM conduits, per lineal foot	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
2	Demolition, disposal and backfill of concrete duct bank, 4 feet X 4 feet in cross section with top of duct bank 4 to 8 feet below surface, containing ACM conduits, per lineal foot	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
3	Abatement and disposal of 4" dia. ACM conduit with friable ACM, in accessible trench, per lineal foot	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
4	Abatement & disposal of ACM ceiling insulation, in accessible attic, 12" thick, per square foot	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95	\$3.95
5	Abatement & disposal of ACM joint compound on wall board per square foot	\$3.74	\$3.74	\$3.74	\$3.74	\$3.74	\$3.74	\$3.74
6	Abatement & disposal of ACM)wall board, wall mounted per square foot	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75
7	Abatement & disposal of ACM wall board, ceiling mounted per square foot	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
8	Abatement & disposal of ACM plaster, wall mounted per square foot	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80	\$5.80

9	Abatement & disposal of ACM plaster, ceiling mounted per square foot	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20	\$6.20
10	Abatement & disposal of ACM ceiling acoustic tile and ACM mastic per square foot	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20
11	Abatement & disposal of ACM floor mastic per square foot	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20
12	Abatement & disposal of ACM resilient flooring per square foot	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
13	Abatement & disposal of ACM resilient flooring with ACM mastic per square foot	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
14	Abatement & disposal of cove base with ACM mastic per lineal foot	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80
15	Abatement & disposal of boiler mounted ACM insulation per square foot	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20
16	Abatement & disposal of ACM pipe Thermal Systems Insulation (TSI) per lineal foot	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90	\$10.90
17	Abatement & disposal of plumbing lead insert each	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00
18	Abatement & disposal of concrete infused with PCB per square foot	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
19	Abatement & disposal of ACM fire door each	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00
20	Abatement & disposal of ACM siding per square foot	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
21	Abatement & disposal of ACM paneling per square foot	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
22	Abatement & disposal of ACM Roofing Per square foot	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
23	Abatement & disposal of ACM Stucco and exterior plasters Per square foot	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75	\$6.75

24	Abatement & disposal of ACM roofing mastic Per square foot	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20
25	Abatement & disposal of ACM window putty each 5'x5' window	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
26	Removal & disposal of PCB containing lighting ballasts each	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75	\$7.75
27	Removal & disposal of Emergency light batteries	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10
28	Removal & disposal of Mercury vapor light bulbs Each	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
29	Removal & disposal of Metal Halide light bulbs Each	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
30	Removal & disposal of Halogen light bulbs each	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
31	Removal & disposal of Incandescent light bulbs each	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
32	HVAC ACM Duct mastic per square foot	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
33	Pipe abatement, removal and disposal per lineal foot	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
34	Floor tile removal and disposal per square foot	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
35	Floor Mastic Removal and disposal per square foot	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80
36	Lead Paint Removal and Disposal per window, or per square foot	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
37	Abatement of Mold – walls and floor – per square yard (3' x 3')	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
38	Abatement of Mold – Enclosed Area - per square yard (3' x 3')	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
39	Transmission Electron Microscopy (TEM) Air Clearance – Final Report	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
40	Phase Contrast Microscopy (PCM) Air Clearance - Final Report	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00

41	Council or other Public Meeting Attendance – Project Manager Hourly Rate	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00
42	Miscellaneous Services – Supervisor Hourly Rate	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
43	Miscellaneous Services – Worker/Technician Hourly Rate	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
44	Mobilization – per Task Order	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00

UNIT PRICES – RATES FOR TASK ORDERS WHICH MEET OR EXCEED THE STATE PREVAILING WAGE THRESHOLD.

Item #	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Demolition, disposal and backfill of concrete duct bank, 4 feet X 4 feet in cross section with top of duct bank 0 to 4 feet below surface, containing ACM conduits, per lineal foot	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
2	Demolition, disposal and backfill of concrete duct bank, 4 feet X 4 feet in cross section with top of duct bank 4 to 8 feet below surface, containing ACM conduits, per lineal foot	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
3	Abatement and disposal of 4" dia. ACM conduit with friable ACM, in accessible trench, per lineal foot	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
4	Abatement & disposal of ACM ceiling insulation, in accessible attic, 12" thick, per square foot	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20
5	Abatement & disposal of ACM joint compound on wall board per square foot	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20
6	Abatement & disposal of ACM)wall board, wall mounted per square foot	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00

7	Abatement & disposal of ACM wall board, ceiling mounted per square foot	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20
8	Abatement & disposal of ACM plaster, wall mounted per square foot	\$6.60	\$6.60	\$6.60	\$6.60	\$6.60	\$6.60	\$6.60
9	Abatement & disposal of ACM plaster, ceiling mounted per square foot	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
10	Abatement & disposal of ACM ceiling acoustic tile and ACM mastic per square foot	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
11	Abatement & disposal of ACM floor mastic per square foot	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75
12	Abatement & disposal of ACM resilient flooring per square foot	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20
13	Abatement & disposal of ACM resilient flooring with ACM mastic per square foot	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
14	Abatement & disposal of cove base with ACM mastic per lineal foot	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20
15	Abatement & disposal of boiler mounted ACM insulation per square foot	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
16	Abatement & disposal of ACM pipe Thermal Systems Insulation (TSI) per lineal foot	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
17	Abatement & disposal of plumbing lead insert each	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
18	Abatement & disposal of concrete infused with PCB per square foot	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00
19	Abatement & disposal of ACM fire door each	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
20	Abatement & disposal of ACM siding per square foot	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

21	Abatement & disposal of ACM paneling per square foot	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
22	Abatement & disposal of ACM Roofing Per square foot	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80	\$3.80
23	Abatement & disposal of ACM Stucco and exterior plasters Per square foot	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
24	Abatement & disposal of ACM roofing mastic Per square foot	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
25	Abatement & disposal of ACM window putty each 5'x5' window	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
26	Removal & disposal of PCB containing lighting ballasts each	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50
27	Removal & disposal of Emergency light batteries	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
28	Removal & disposal of Mercury vapor light bulbs Each	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
29	Removal & disposal of Metal Halide light bulbs Each	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
30	Removal & disposal of Halogen light bulbs each	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
31	Removal & disposal of Incandescent light bulbs each	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
32	HVAC ACM Duct mastic per square foot	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
33	Pipe abatement, removal and disposal per lineal foot	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
34	Floor tile removal and disposal per square foot	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20	\$4.20
35	Floor Mastic Removal and disposal per square foot	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20	\$2.20
36	Lead Paint Removal and Disposal per window, or per square foot	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
37	Abatement of Mold – walls and floor – per square yard (3' x 3')	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00

38	Abatement of Mold – Enclosed Area - per square yard (3' x 3')	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
39	Transmission Electron Microscopy (TEM) Air Clearance – Final Report	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
40	Phase Contrast Microscopy (PCM) Air Clearance - Final Report	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
41	Council or other Public Meeting Attendance – Project Manager Hourly Rate	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
42	Miscellaneous Services – Supervisor Hourly Rate	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
43	Miscellaneous Services – Worker/Technician Hourly Rate	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
44	Mobilization – per Task Order	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00

***Travel Guidelines**

Reimbursable expenses for lodging only, may be authorized as part of the Approved Task Order, the costs must be included in the Written Quote to be reflected in the Approved Task Order, at the sole discretion of the Project Manager. Payment for this reimbursable expense shall be for the actual cost. Payment for County approved reimbursable expenses shall be in accordance with the Travel Guidelines below.

Contractors travel expenses shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of hotel or motel lodging shall be used;
2. If reimbursement for lodging is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Meals
2. Entertainment; in-room movies, games, etc. and
3. Alcoholic beverages, mini bar refreshments or tobacco products.

**Exhibit B
Sample Task Order
AGR23-71b**

Los Alamos County

Task Order Form AGR23-71

2023 On-Call Hazardous Materials Abatement – CONTRACTOR NAMED DATE CONTRACT DATE
Revision 0

AGR23-71 TASK ORDER #1 “Materials Abatement”

DATE PREPARED: September 01, 2023

CHARGE: TBD

CONTRACT MANAGER: Sara Rhoton, 505-662-8088, All changes in scope, budget or schedule (extensions) need to be approved in advance by Sara Rhoton.

COUNTY REQUESTOR/CONTACT: Sara Rhoton, 505-662-8088. All changes in scope, budget or schedule (extensions) need to be approved in advance by the Sara Rhoton.

ATTACHMENTS:

1. Written Quote from CONTRACTOR Dated August 28, 2023.

COMMENCE WORK DATE: Upon issuance of Purchase Order

REQUESTED DELIVERY DATE:

- September 7, 2023 for Asbestos Abatement

SCOPE OF WORK REQUESTED:

- a. Provide Asbestos abatement services for the project

DELIVERABLE:

1. Reports and Cost Estimates

ESTIMATED COST:

1. Asbestos Abatement - \$1,000 plus NMGR.T.
 - a. Billing shall be by the hourly rates in the contract.
 - b. Reimbursable estimated at \$80.00.

ESTIMATED VALUE OF ALL TASK ORDERS TO DATE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT): \$1,080

ESTIMATED BALANCE INCLUDING THIS TASK ORDER (not including Reimbursable Expenses or GRT): \$2,998,920.

CURRENT CONTRACT VALUE (not including Reimbursable Expenses or GRT): \$3,000,000

SIGNATURE PAGE

Original Task Order

Sara Rhoton **Date**
Contract/Project Manager

Principal **Date**
Materials Abatement

Juan Rael
Public Works Director (if over \$3,000.00)

Date

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

=====

=====
Task Order Revision (as applicable)

Sara Rhoton **Date**
Contract/Project Manager

Principal **Date**
Materials Abatement

Juan Rael
Public Works Director (if over \$3,000.00)

Date

Steven Lynne **Date**
County Manager (if TO value is \$10,000.00 or more)

**Exhibit C
AGR23-71b
Administrative Forms**

Payment (Labor and Materials) Bond



LOS ALAMOS

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

Bond No. _____

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

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

WHEREAS, Contractor has agreed to enter into the Contract:

Agreement No. – AGR23-71b
Southwest Hazard Control Task Order # XX

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. – AGR23-71b
Southwest Hazard Control Task Order # XX

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, alteration or addition to the terms of the Contract.

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

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

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

CONTRACTOR AS PRINCIPAL:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

SURETY:

By: _____

Print Name: _____

Title: _____

ATTEST: _____

Exhibit D
Confidential Information Disclosure Statement
AGR23-71b

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

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

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

Contractor: Guillermo Andrade, Contract Manager
Southwest Hazard Control, Inc.
610 San Jose, SE, Building B
Albuquerque, New Mexico 87102
Email: gandrade@swhaz.com

County: Capital Projects & Facilities Manager
101 Camino Entrada, Building 1
Los Alamos, New Mexico 87544

2. Definitions:

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

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an

appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.